

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**

**FEDERAL D. GLOVER, CHAIR, 5TH DISTRICT**  
**KAREN MITCHOFF, VICE CHAIR, 4TH DISTRICT**  
**JOHN GIOIA, 1ST DISTRICT**  
**CANDACE ANDERSEN, 2ND DISTRICT**  
**DIANE BURGIS, 3RD DISTRICT**

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

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

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

**ANNOTATED AGENDA & MINUTES**  
**October 23, 2018**

**9:00 A.M. Convene and announce adjournment to closed session in Room 101.**  
**Closed Session**

**A. CONFERENCE WITH LABOR NEGOTIATORS**

1. Agency Negotiators: David Twa and Richard Bolanos.

Employee Organizations: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; and Teamsters Local 856.

2. Agency Negotiators: David Twa.

Unrepresented Employees: All unrepresented employees.

**B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION**

1. Significant exposure to litigation pursuant to Gov. Code, § 54956.9(d)(2): One potential case

2. Initiation of litigation pursuant to Gov. Code, § 54956.9(d)(4): One potential case.

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

Inspirational Thought- *"A faithful friend is a strong defense; and he that hath found him hath found a treasure."*  
~Louisa May Alcott, novelist

Present: John Gioia, District I Supervisor; Candace Andersen, District II Supervisor; Diane Burgis, District III Supervisor; Karen Mitchoff, District IV Supervisor; Federal D. Glover, District V Supervisor

Staff Present: David Twa, County Administrator

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.93 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

**PRESENTATIONS (5 Minutes Each)**

PRESENTATION to receive update from the Contra Costa Food Bank. (Supervisor Mitchoff)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

PRESENTATION recognizing October 23 - 31, 2018 "Red Ribbon Week" in Contra Costa County. (Supervisor Andersen)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**DISCUSSION ITEMS**

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

*There were no items removed from consent for discussion.*

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

*Clarence Leiman, spoke on a disagreement with protection of a heritage tree, and the County's interpretation of the relevant ordinance.*

**D.3** CONSIDER waiving the 180-day sit-out period for Faye Chao, Medical Interpreter, in the Health Services Department's Linguistic Access Services; find that the appointment of Ms. Chao is necessary to fill a critically needed position; and approve and authorize the hiring of retiree Ms. Chao as a temporary employee for the period of October 23, 2018, through November 30, 2019. (Anna Roth, Health Services Director)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**D.4** HEARING to consider adoption of Resolution No. 2018/526 to approve the Capital Road Improvement and Preservation Program for fiscal year 2018/2019 through 2024/2025, as recommended by the Transportation, Water and Infrastructure Committee, Countywide. (No fiscal impact) (Nancy Wein, Public Works Department)

***CLOSED the hearing and ADOPTED Resolution No. 2018/526 to approve the Capital Road Improvement and Preservation Program (CRIPP) for fiscal year 2018/2019 through 2024/2025.***

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**D.5** CONSIDER amending the County's 2018 Federal Legislative Platform to include opposition to proposed changes to rules related to 'public charge', a provision of U.S. immigration law that defines when an individual is likely to be dependent on the government and is considered when adjusting immigration statuses; and ADOPT a position of oppose to new regulations on 'public charge' released for public comment in the Federal Register on October 10, 2018, as recommended by Kathy Gallagher, Employment and Human Services Director; Anna Roth, Health Services Director; and Joseph Villarreal, Contra Costa Housing Authority Executive Director. (Kathy Gallagher, Employment and Human Services Director)

*Speakers: Lamar Thorpe, First 5; Lucinda Bazile, Lifelong Medical Care; Renee Zeimer, Economic Opportunity Council of CCC; Lauren Babb, Planned Parenthood Northern California; Dan Safran, resident of Pleasant Hill; Dick Offerman, resident of Pleasant Hill; Cheryl Sudduth, Racial Justice Coalition/ACLU/CCIRA; Ali Saidi, resident of Pinole.*

*Written commentary was provided by Melody Howe Weintraub, Chair of Steering Committee, Multi-Faith Action Coalition, Judy E. Walter, Ph.D., retired community college administrator, and John Gallagher, resident of San Ramon (attached).*

**D.6** HEARING to consider an appeal of the County Planning Commission's decision to approve a plan to remodel a single-family residence at 7 Highgate Court, Kensington. (County File #DP17-3046) (Allen Trigueiro, Appellant; Joram Altman, Applicant; Jeremy Patricia Stone, Owner). (Ruben Hernandez, Conservation and Development Department)

**Speakers: Phil Warman of Posard Broek + Associates, with Allen Trigueiro (Appellant); Ms. Jeremy Patricia Stone (Owner); Joram Altman, architect (applicant); William Berland, resident of Berkeley; Vahid Sattary, resident of Kensington; Jan Zaitlin.**

*CLOSED the public hearing; DETERMINED that County File #DP17-3046 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(e)(1); DIRECTED the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk; APPROVED County File #DP17-3046, a development plan for a Kensington Design Review for the remodel of a single-family residence, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen; APPROVED the findings and conditions of approval from County File #DP17-3046; DENIED the appeal of Allen Trigueiro; and DIRECTED an additional condition of approval be added to complete a survey to verify the existing roof height and the finished height of the roof and skylight.*

**D.7** CONSIDER receiving presentation regarding illegal dumping in the County and provide feedback regarding preliminary recommended options and request follow-up report be presented in 2019. (John Kopchik, Conservation and Development Director and Stacey Grassini, District Attorney's Office)

*Speakers: Jill Mercurio, Public Works Director for City of San Pablo; Erin Armstrong, office of Alameda County Supervisor Nate Miley.*

*The Board would like the interdepartmental team to look into increased camera surveillance, strengthening the waste haulers ordinance to elevate illegal dumping from an infraction status, and work with waste services companies to provide additional and more frequent options for collection of debris from the public. ACCEPTED the report; REQUESTED that the interdepartmental team reach out to neighboring jurisdictions, other affected agencies, franchised haulers and other stakeholders to solicit additional input, refine the preliminary presentation and recommendations, and return to the Board of Supervisors in March 2019 for Board consideration of recommendations.*

**D.8** CONSIDER accepting a report from the Conservation and Development Director on the future reinstatement of fees in lieu of providing affordable rental units as required under the County's Inclusionary Housing Ordinance, as recommended by the Internal Operations Committee. (Kara Douglas, Conservation and Development Department)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

D. 9 CONSIDER reports of Board members.

*There were no items reported today.*

#### **Closed Session**

*By unanimous vote, with all Supervisors present, Authorized initiation of litigation, the details of which will be available when the filing has commenced.*

*ADJOURN*

#### **CONSENT ITEMS**

##### **Engineering Services**

**C.1** ADOPT Resolution No. 2018/466 approving the third extension of the Subdivision Agreement for subdivision SD05-08967, for a project being developed by KB Home South Bay, Inc., as recommended by the Public Works Director, Pacheco area. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

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

**C.2** APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute a contract amendment with GEI Consultants, Inc., effective November 1, 2018, to extend the term from November 2, 2018 through November 2, 2019 with no change to the payment limit, to provide on-call seismic assessment services, Countywide. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.3** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a 15-year lease with Calstar Air Medical Services, LLC, as Tenant, for approximately 0.46 acres located at 5005 Marsh Drive, Concord, which is on the northeast side of Buchanan Field Airport. (100% Airport Enterprise Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

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

C.4 DENY claims filed by Lynne McDonald and David Barr, Melanie Corrigan, Geico Insurance, a subrogee of Daniel Dominguez, Hertz Corporation, James Joseph, Heather Lamb, Carole Mason, and Vikram Sekhon for Prologics. DENY late claim filed by Monique Williams.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

### **Honors & Proclamations**

C.5 ADOPT Resolution No. 2018/530 recognizing October 23 - 31, 2018 "Red Ribbon Week" in Contra Costa County, as recommended by Supervisor Andersen.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.6 ADOPT Resolution No. 2018/546 recognizing the 150th Alameda – Contra Costa Medical Association Annual Meeting, as recommended by Supervisor Mitchoff.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

### **Appointments & Resignations**

C.7 APPOINT Lily Rahnema to the Business 1 seat on the North Richmond Municipal Advisory Council, as recommended by Supervisor Gioia.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.8 APPOINT Ronald Mullin to the Assessment Appeals Board District IV seat, as recommended by Supervisor Mitchoff.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.9 REAPPOINT Theresa Snook O'Riva as the District V Representative seat to the Arts and Culture Commission, as recommended by Supervisor Glover.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.10 APPOINT Ariana Rickard to the At Large #6 seat on the Commission for Women, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

### **Intergovernmental Relations**

C.11 ADOPT a position of "Support" on Proposition 12 "Farm Animal Confinement Initiative" on the November 6, 2018 statewide ballot, as recommended by the Animal Services Director.

***ADOPTED Resolution No. 2018/529 to take a position of "Support" on Proposition 12 "Farm Animal Confinement Initiative" on the November 6, 2018 statewide ballot, as recommended by the Director of Animal Services for Contra Costa County.***

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.12** ADOPT Resolution No. 2018/539 to facilitate disbursement of \$659,481 in reserve funds to the County by the West Contra Costa Integrated Waste Management Authority ("Authority"), APPROVE and AUTHORIZE the Conservation and Development Director to execute an Indemnification Agreement by and between the County and the Authority related to such disbursement, and DIRECT staff to return with a proposed plan for allocating the reserve funding. (100% West Contra Costa Integrated Waste Management Authority reserve funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**Personnel Actions**

**C.13** ADOPT Position Adjustment Resolution No. 22350 to add three Clerk-Recorder Services Technician (represented) positions, and cancel three Clerk-Recorder Services Specialist (represented) positions in the Clerk-Recorder Department. (Cost savings)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.14** ADOPT Position Adjustment Resolution No. 22362 to add one Supervising Accountant (represented) position in the Office of the Auditor Controller - Property Tax Division. (100% Property Tax Administration Fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**Grants & Contracts**

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

**C.15** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture in an amount not to exceed \$57,813 to provide Light Brown Apple Moth quarantine response and regulatory enforcement activities for the period July 1, 2018 through June 30, 2019. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.16** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute contract amendment with the Contra Costa County Office of Education, to decrease the payment limit by \$4,000 to a new payment limit of \$193,000, for Quality Matters and early childhood education programs, with no change to term July 1, 2018 through June 30, 2019. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.17** ADOPT Resolution No. 2018/532 approving and authorizing the Employment and Human Services Director, or designee, to execute a contract amendment with California Department of Aging, to increase the payment limit by \$982,964 to a new payment limit of \$5,273,481 with no change in the term of July 1, 2018 through June 30, 2019 to provide supportive services to low-income older County residents. (91% Federal, 9% State, \$203,946 County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.18** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the State of California, Department of Health Care Services, to adjust the capitation rates for provision of medical services to recipients of Medi-Cal Managed Care with no change in the original amount payable to the County not to exceed \$317,472,000, for the period December 31, 2016 through December 31, 2020. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.19** APPROVE clarification on Board Action of August 7, 2018 (Item C.46), which adopted Resolution No. 2018/441 approving Contra Costa County to receive and use State of California Emergency Solutions Grant (ESG) funds in an amount not to exceed \$581,054 for eligible activities to assist individuals and families with services to regain permanent housing as approved by the State in accordance with all State ESG Program requirements and other applicable rules and laws, as recommended by the Conservation and Development Department, and ADOPT Resolution No. 2018/541 to correct, supersede and replace Resolution No. 2018/441. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.20** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Martinez Unified School District, to pay the County an amount not to exceed \$89,480 to provide mental health intervention services for certain special education students, for the period July 1, 2018 through June 30, 2019. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.21** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute the following two contracts with the U.S. Department of Veterans Affairs Northern California Health Care System: (1) for County to continue providing emergency shelter and mental health services at the Philip Dorn Respite Center in Concord for the period September 29, 2018 through September 28, 2023; and (2) to pay County an amount not to exceed \$129,021 for providing such services, for the period September 29, 2018 through September 28, 2019. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.22** ADOPT Resolution No. 2018/537 authorizing the Sheriff-Coroner, or designee, to apply for and accept the California Governor's Office of Emergency Services' 2018 Emergency Management Performance Grant in an initial allocation of \$356,936 to develop and maintain the level of capability to prepare for, mitigate, respond to, and recover from emergencies and disasters for the period July 1, 2018 through the end of grant funding availability. (50% Federal, 50% County In-kind Match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.23** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute the following two contracts with the U.S. Department of Veterans Affairs Northern California Health Care System: (1) for County to continue providing emergency shelter and mental health services at the West County's Adult Interim Housing Program in Richmond for the period October 1, 2018 through September 30, 2023; and (2) to pay County an amount not to exceed \$200,254 for providing such services, for the period October 1, 2018 through September 30, 2019. (No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

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

**C.24** APPROVE and AUTHORIZE the Sheriff- Coroner, or designee, to execute the Memorandum of Understanding with The Law Enforcement Information Exchange in an amount not to exceed \$100,000 to implement and execute data sharing for Automated Regional Information Exchange System, for the period commencing with the full execution of the Memorandum of Understanding until terminated by either party. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.25** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement including modified indemnification language with Pacific Gas & Electric Company for participation in PG&E's Electric Vehicle Charge Network Program for the period of October 23, 2018 to October 22, 2028, Countywide. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.26** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with FCS International, Inc. (dba FirstCarbon Solutions/Michael Brandman Associates), in an amount not to exceed \$219,442 for the preparation of an Environmental Impact Report for the Del Hombre Apartments project, a proposed 284-unit apartment building in the unincorporated Walnut Creek area, for the period October 1, 2018 through September 30, 2020. (100% Application Permit fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.27** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Robinson Mills + Williams in an amount not to exceed \$750,000 to provide on-call architectural services for various facilities projects for the period October 9, 2018 through October 9, 2021, Countywide. (100% Various Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.28** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dominguez Landscape Services, Inc., in an amount not to exceed \$1,200,000 to provide landscape maintenance services for the period July 1, 2018 through June 30, 2021, Countywide. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Michael Knoll, DDS, in an amount not to exceed \$214,000 to provide oral surgery services for Contra Costa Regional Medical Center and Health Center patients for the period October 1, 2018 through September 30, 2020. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.30** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with West Contra Costa Adult Education, effective December 1, 2018, to add a service training component to a skills training program for Welfare-to-Work participants of the California Work Opportunity and Responsibility to Kids Program, with no change to payment limit or term. (85% Federal, 15% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.31** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Mt. Diablo Adult Education, effective December 1, 2018, to add a service training component to a skills training program for Welfare-to-Work participants of the California Work Opportunity and Responsibility to Kids Program, with no change to payment limit or term. (85% Federal, 15% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.32** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Liberty Adult Education, effective December 1, 2018, to add a service training component to a skills training program for Welfare-to-Work participants of the California Work Opportunity and Responsibility to Kids Program, with no change to payment limit or term. (85% Federal, 15% State)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.33** APPROVE and AUTHORIZE the Conservation and Development Director, as fiscal agent for a portion of the East Bay Regional Park District Measure WW Local Grant funds, to enter into a contract with the Urban Tilth in an amount not to exceed \$623,187 for improvements to the North Richmond Urban Farm at 323 Brookside Drive in Richmond, for the period August 1, 2017 through December 31, 2021. (100% Measure WW funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.34** APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with Sirius Computer Solutions, Inc., to extend the term from October 31, 2018 through October 31, 2019 and increase the payment limit by \$50,000 to a new payment limit of \$600,000, for continued IBM System Z Mainframe Operating System services, as needed by the Department of Information Technology. (100% User Fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Seneca Family of Agencies in an amount not to exceed \$3,216,373 to provide mobile crisis response and school and community-based mental health services for seriously emotionally disturbed children for the period July 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 in an amount not to exceed \$1,608,186. (34% Federal Medi-Cal; 40% Mental Health Realignment; 26% Mental Health Services Act)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Rainbow Community Center of Contra Costa County in an amount not to exceed \$759,362 to provide prevention and early intervention services to members of the lesbian, gay, bisexual, transgender and questioning community for the period July 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 in an amount not to exceed \$379,681. (100% Mental Health Services Act)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.37** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Michael Baker International to extend the term from October 9, 2018 through October 9, 2019 with no change to the payment limit, for development of a Flood Emergency Management program. (Cost neutral)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.38** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center for Human Development in an amount not to exceed \$156,936 to provide prevention and early intervention services to underserved cultural communities in East Contra Costa County for the period July 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 in an amount not to exceed \$78,468. (100% Mental Health Services Act)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.39** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with United Family Care, LLC (dba Family Courtyard), in an amount not to exceed \$467,456 to provide augmented board and care services for County-referred mentally disordered clients for the period December 1, 2018 through November 30, 2019. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.40** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment and order form with Prism Services Group, LLC (dba Clarus Health Solutions), to extend the term through October 31, 2019 and increase the payment limit by \$42,000 to a new payment limit of \$252,000, for consultation and technical assistance with regard to software maintenance for the Health Plan Provider Network's automated system. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.41** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Contra Costa Interfaith Transitional Housing, Inc., in an amount not to exceed \$615,183 to provide housing navigation services to the County's Coordinated Entry System for the period October 1, 2018 through September 30, 2019. (67% U.S. Department of Housing and Urban Development Coordinated Entry; 30% Employment and Human Services Department; 3% County General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.42** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Roto-Rooter Services Company (dba Nurotoco) in an amount not to exceed \$2,500,000 to provide emergency plumbing services for the period October 1, 2018 through September 30, 2021, Countywide. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.43** APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with Dominion Voting Systems, Inc., to exchange certain voting system components and increase the payment limit by \$460,227 to a new payment limit of \$4,956,727 to provide additional scanners and software that supports a certified remote accessible vote by mail system, with no change in the term of March 1, 2018 through December 31, 2023. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.44** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment including modified indemnification language with Jump Technology Services, L.L.C., effective September 30, 2018, to increase the payment limit by \$80,000 to a new payment limit of \$141,881 and extend the term from September 30, 2018 through September 30, 2020, to provide the case management, tracking and reporting software application used by the Adult Protective Services programs. (42% Federal, 48% State, 10% County)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.45** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Plan B Works, to increase the payment limit by \$275,000 to a new payment limit of \$1,460,000 and extend the term from June 30, 2019 to June 30, 2020, to assist in the creation of asset management decision support tools, Countywide. (100% General Fund)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.46** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective August 1, 2018 with Remarkable Marriage and Family Institute, to increase the payment limit by \$175,000 to a new payment limit of \$273,000 to provide additional specialty mental health services for the period February 1, 2018 through June 30, 2019. (50% Federal Medi-Cal, 50% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.47** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract containing modified indemnification language with Young Men's Christian Association of the East Bay in an amount not to exceed \$9,000 to implement internship programs and train students participating in the Workforce Education and Training Program, which helps students obtain licenses in fields related to mental health and clinical practice, for the period November 1, 2018 through October 31, 2019. (100% Mental Health Services Act)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.48** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Contra Costa Interfaith Transitional Housing Inc. (dba Contra Costa Interfaith Housing, Inc.), effective September 1, 2018, to increase the payment limit by \$87,049 to a new payment limit of \$130,573 to provide housing advocacy services to additional clients for the period March 1, 2018 through February 28, 2019. (100% U.S. Department of Housing and Urban Development through the City of Oakland)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.49** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Surgical Anesthesia Specialists, Inc., in an amount not to exceed \$150,000 to provide anesthesiology services to Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.50** APPROVE clarification of Board action of August 7, 2018 (Item #C.83), which authorized the Purchasing Agent to execute a purchase order with Steris Corporation in the amount of \$265,355 for the purchase of two V-Pro Max Vaporized Hydrogen Peroxide Sterilizers for the Contra Costa Regional Medical Center, to reflect the correct payment amount of \$266,522, as recommended by the Health Services Director. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.51** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Canyon Pinole Surgery Center, L.P., in an amount not to exceed \$250,000 to provide ambulatory surgery center services to Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.52** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Cityspan Technologies, Inc., in an amount not to exceed \$182,700 for the continued development, implementation, hosting, and maintenance of a web-based contract management system for the period October 1, 2018 through June 30, 2019. (10% County, 48% State, 42% Federal)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.53** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Norman B. Livermore, III, M.D., F.A.C.S., in an amount not to exceed \$250,000 to provide orthopedic services to Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.54** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Clinical Computer Systems, Inc., in an amount not to exceed \$335,507 for maintenance and support services for the OBIX Perinatal Labor and Delivery software at the Contra Costa Regional Medical Center for the period July 1, 2018 through June 30, 2023, and amendment to Software License Agreement and Support Agreement. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.55** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Autism Interventional Professionals, LLC, in an amount not to exceed \$200,000 to provide applied behavioral analysis services for Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.56** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective September 1, 2018 with Alert Building Maintenance, Inc., to increase the payment limit by \$41,000 to a new payment limit of \$140,000 to provide additional window washing and maintenance services, with no change to the term of July 1, 2017 through June 30, 2019. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.57** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order amendment with SoftwareOne, Inc., to increase the payment limit by \$519,208 to a new payment limit of \$4,945,768 for the purchase of additional Microsoft Office products for the period January 1, 2018 through December 31, 2020. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.58** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with SleepQuest, Inc., in an amount not to exceed \$1,500,000 to provide sleep studies and durable medical equipment for Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C.59** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Tobii Dynavox, LLC, in an amount not to exceed \$150,000 to provide durable medical equipment and speech generating devices for Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 60** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Allergy Specialists Medical Group, Inc., in an amount not to exceed \$200,000 to provide allergy medical services to Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 61** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Planned Parenthood Shasta-Diablo, Inc. (dba Planned Parenthood Northern California), in an amount not to exceed \$4,000,000 to provide obstetrics, gynecology, family planning, and mental health services for Contra Costa Health Plan members for the period October 1, 2018 through September 30, 2019. (100% Contra Costa Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 62** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Microsoft Corporation in an amount not to exceed \$132,272 for advanced level support of Microsoft software and Microsoft Enterprise Services Work Order, for the period December 15, 2018 through December 14, 2019. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 63** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Citrix Systems, Inc., in an amount not to exceed \$248,544 for purchase of Citrix Subscription Advantage software support and hardware maintenance for the Electronic Health Records System at the Contra Costa Regional Medical Center, for the period October 31, 2018 through October 30, 2019. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 64** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with A Better Way, Inc., in an amount not to exceed \$282,208 to provide mental health services to children and adolescents who are dependents of Contra Costa County, referred by Child Family Services, and placed out of the County for the period October 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 in an amount not to exceed \$141,104. (50% Federal Medi-Cal; 50% Employment and Human Services Department)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 65** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with California Mental Health Services Authority in an amount not to exceed \$398,747 to act as fiscal agent for the provision of specialty mental health services for Contra Costa County dependents placed out of the County for the period from July 1, 2018 until terminated. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 66 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Oxford House, Inc., in an amount not to exceed \$157,340 to provide substance abuse prevention and treatment services for residents in Contra Costa County for the period October 1, 2018 through June 30, 2019. (78% Substance Abuse Prevention and Treatment Discretionary Fund; 4% Substance Abuse Prevention and Treatment Perinatal Grant; 18% SAMHWorks Allocation Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 67 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective September 1, 2018 with Erik Grasso (dba Analytical Behavior Consultants), to include evening and weekend applied behavioral analysis services for Contra Costa Health Plan members, with no change in the payment limit of \$1,200,000 or in the term of October 1, 2017 through September 30, 2019. (100% Contra Costa Health Plan Enterprise Fund II)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 68 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Cardionet, LLC, in an amount not to exceed \$185,000 to provide remote cardiac monitoring services for Contra Costa Regional Medical Center patients for the period November 1, 2018 through October 31, 2019. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 69 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Opening Technologies, Inc., in an amount not to exceed \$186,999 for custom safety and security doors and hardware for the Psychiatry Emergency Services Unit at Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 70 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Futurenet Technologies Corporation in an amount not to exceed \$1,000,000 to provide medical coding services for Contra Costa Regional Medical Center and Health Centers, for the period October 1, 2018 through September 30, 2021. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C. 71 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Sysco San Francisco, Inc., in an amount not to exceed \$950,000 for food and paper supplies for Contra Costa Regional Medical Center for the period November 1, 2018 through October 31, 2019. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.72 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Portia Bell Hume Behavioral Health and Training Center in an amount not to exceed \$2,085,811 to provide Mental Health Services Act and Full Service Partnership Program services to adults with serious mental illness who are homeless or at serious risk of homelessness for the period July 1, 2018 through June 30, 2019, including a six-month automatic extension through December 31, 2019 in an amount not to exceed \$1,042,905. (20% Federal Medi-Cal; 80% Mental Health Services Act)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.73 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Greater Richmond Inter-Faith Program in an amount not to exceed \$250,000 to provide emergency shelter services at the Emergency Family Shelter for homeless families, and operate the West County CARE Center for the Homeless Coordinated Entry System for the period October 1, 2018 through September 30, 2019. (53% U.S. Department of Housing and Urban Development, 30% County General Fund, and 17% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.74 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Contra Costa Crisis Center in an amount not to exceed \$100,672 to provide crisis intervention, suicide prevention and mental health rehabilitative services to Contra Costa County residents for the period July 1, 2018 through June 30, 2019, including a six-month automatic extension through December 31, 2019 in an amount not to exceed \$50,336. (100% Mental Health Realignment)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.75 APPROVE clarification of Board action of October 9, 2018 (Item C.70), to authorize the Conservation and Development Director, or designee, to execute a contract with the Community Housing Development Corporation in an amount not to exceed \$169,181 to administer and disburse City and County approved mitigation fees funding to non-profit entities for community-based projects in the North Richmond area, to reflect the corrected term of July 1, 2018, through September 30, 2019. (100% North Richmond Mitigation Fee funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.76 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment effective September 15, 2018 with Quanmei Deng, M.D., to increase the payment limit by \$39,000 to a new payment limit of \$239,000 to provide additional anesthesia services at Contra Costa Regional Medical Center for the period November 1, 2017 through October 31, 2018. (100% Hospital Enterprise Fund I)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

C.77 APPROVE clarification of Board action of October 9, 2018 (Item C.69), which authorized the Conservation and Development Director, or designee, to execute a contract with the Community Housing Development Corporation in an amount not to exceed \$121,452 to coordinate illegal dumping prevention resources in the North Richmond area and to implement the North Richmond Green Community Services Program and the North Richmond Green Campaign, to reflect the correct term of July 1, 2018 through September 30, 2019. (100% North Richmond Mitigation Fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 78** APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute an ordering document under the existing Oracle Master Agreement with Oracle America, Inc., in an amount not to exceed \$575,500 for Oracle program technical support services for PeopleSoft software updates and support for the County's Human Resources system, for the period November 27, 2018 through June 30, 2021. (Department user fees)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

### **Other Actions**

**C. 79** DISCHARGE the Conservation and Development Director of accountability for the collection of the Neighborhood Preservation Program (Community Development Block Grant funds) unreconciled loans receivable balance of \$73,160.69, as recommended by the Conservation and Development Director. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 80** DISCHARGE the Conservation and Development Director of accountability for the collection of loans receivable balances totaling \$387,724.01 from Community Development Block Grant and HOME Investment Partnerships Act homeowner loans, as recommended by the Conservation and Development Director. (100% Federal funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 81** CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on October 9, 2018, regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 82** ACCEPT the August 2018 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 83** APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents to restructure two HOME Investment Partnerships loans and loan an additional \$1,300,000 in HOME Investment Partnerships Act funds to Antioch Recap, L.P., for the acquisition and rehabilitation of Pinecrest and Terrace Glen Apartment complexes in Antioch, and ADOPT related findings and actions under the California Environmental Quality Act. (100% Federal)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 84** ADOPT Resolution No. 2018/512 authorizing the issuance of Multifamily Housing Revenue Bonds in an amount not to exceed \$67,000,000 to provide financing for the costs of acquisition and construction of Bay Point Family Apartments in Bay Point, as recommended by the Conservation and Development Director. (100% Special Revenue Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 85** APPROVE the Clean and Green Adopt-a-Tree, Adopt-a-Block Cleanups and Watershed Connections Route Project and take related actions under the California Environmental Quality Act, as recommended by the Public Works Director, North Richmond area. (67% California State Coastal Conservancy and 33% Local County Watershed Program Funds)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 86** ACCEPT and APPROVE the Early Head Start Childcare Partnership 2018 Certification of Health and Safety Screening, as recommended by the Employment and Human Services Director. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 87** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to renew Cardroom License Number 6, known as "California Grand Casino", currently located at 5988 Pacheco Blvd., Pacheco area, for the period November 26, 2018 through November 25, 2019, as recommended by the Sheriff-Coroner. (100% Revenue)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 88** DECLARE as surplus and AUTHORIZE the Purchasing Agent to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 89** APPROVE clarification of Board action of September 11, 2018, Item C.39, which authorized the Employment and Human Services Director, or designee, to apply for and accept grant funding for the Medicare Patrol Program, to change the termination date from December 31, 2018 to May 31, 2019. (100% Federal, No County match)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 90** APPROVE and AUTHORIZE the Chair, Board of Supervisors, or designee, to execute a Quitclaim Deed to reconvey to Hofmann Land Development Company, LLC, the County's interests in land located on Newport Drive, Discovery Bay West, identified as Assessor's Parcel No. 011-350-009, that is no longer required for community center purposes, as recommended by the Public Works Director, Discovery Bay area. (No fiscal impact)

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 91** Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE a restructuring of the membership of the Advisory Fire Commission by eliminating the five Supervisorial Alternate Seats and establishing three At-Large Alternate Seats, ADOPT revised bylaws of the Commission, APPOINT Lisa Bartley to the At-Large Alternate #1 seat with a term ending June 30, 2020, APPOINT Walter Fields to the At-Large Alternate #2 seat with a term ending June 30, 2020, and APPOINT Darran Mazaika to the At-Large Alternate #3 seat with a term ending June 30, 2022, as recommended by the Advisory Fire Commission and the Fire Chief.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 92** RECONSTITUTE the Alcohol and Other Drugs Advisory Board from the current 15 seats to 11 seats plus 3 Alternates; APPROVE the revised Advisory Board bylaws to reflect these changes, and AUTHORIZE other related actions, as recommended by the Internal Operations Committee.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

**C. 93** ADOPT Resolution No. 2018/548 approving the Side Letter between the County of Contra Costa and the Contra Costa County Defenders Association, deleting Section 35.5 - Union Dues and modifying Section 2 - Association Security of the Memorandum of Understanding, as recommended by the County Administrator.

AYE: District I Supervisor John Gioia, District II Supervisor Candace Andersen, District III Supervisor Diane Burgis, District IV Supervisor Karen Mitchoff, District V Supervisor Federal D. Glover

## **GENERAL INFORMATION**

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

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

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

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

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

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

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the

Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

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

### STANDING COMMITTEES

The **Airport Committee** (Supervisors Diane Burgis and Karen Mitchoff) meets on the second Wednesday of the month at 11:00 a.m. at Director of Airports Office, 550 Sally Ride Drive, Concord.

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

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

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

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

Airports Committee	October 31, 2018	11:00 a.m.	See above
Family & Human Services Committee	November 26, 2018 Canceled	10:30 a.m.	See above
Finance Committee	November 26, 2018 Canceled	9:00 a.m.	See above
Hiring Outreach Oversight Committee	December 3, 2018	1:00 p.m.	See above
Internal Operations Committee	November 12, 2018 Canceled December 10, 2018	1:00 p.m.	See above
Legislation Committee	November 12, 2018 Canceled Special Meeting November 5, 2018	10:00 a.m.	See above
Public Protection Committee	November 5, 2018	10:30 a.m.	Room 107
Transportation, Water & Infrastructure Committee	November 12, 2018 Canceled Special Meeting November 8, 2018	3:00 p.m.	See above

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

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

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

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

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

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

**EBMUD** East Bay Municipal Utility District  
**ECCFPD** East Contra Costa Fire Protection District  
**EIR** Environmental Impact Report  
**EIS** Environmental Impact Statement  
**EMCC** Emergency Medical Care Committee  
**EMS** Emergency Medical Services  
**EPSDT** Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)  
**et al.** et alii (and others)  
**FAA** Federal Aviation Administration  
**FEMA** Federal Emergency Management Agency  
**F&HS** Family and Human Services Committee  
**First 5** First Five Children and Families Commission (Proposition 10)  
**FTE** Full Time Equivalent  
**FY** Fiscal Year  
**GHAD** Geologic Hazard Abatement District  
**GIS** Geographic Information System  
**HCD** (State Dept of) Housing & Community Development  
**HHS** (State Dept of ) Health and Human Services  
**HIPAA** Health Insurance Portability and Accountability Act  
**HIV** Human Immunodeficiency Syndrome  
**HOV** High Occupancy Vehicle  
**HR** Human Resources  
**HUD** United States Department of Housing and Urban Development  
**IHSS** In-Home Supportive Services  
**Inc.** Incorporated  
**IOC** Internal Operations Committee  
**ISO** Industrial Safety Ordinance  
**JPA** Joint (exercise of) Powers Authority or Agreement  
**Lamorinda** Lafayette-Moraga-Orinda Area  
**LAFCo** Local Agency Formation Commission  
**LLC** Limited Liability Company  
**LLP** Limited Liability Partnership  
**Local 1** Public Employees Union Local 1  
**LVN** Licensed Vocational Nurse  
**MAC** Municipal Advisory Council  
**MBE** Minority Business Enterprise  
**M.D.** Medical Doctor  
**M.F.T.** Marriage and Family Therapist  
**MIS** Management Information System  
**MOE** Maintenance of Effort  
**MOU** Memorandum of Understanding  
**MTC** Metropolitan Transportation Commission  
**NACo** National Association of Counties  
**NEPA** National Environmental Policy Act  
**OB-GYN** Obstetrics and Gynecology  
**O.D.** Doctor of Optometry  
**OES-EOC** Office of Emergency Services-Emergency Operations Center  
**OPEB** Other Post Employment Benefits  
**OSHA** Occupational Safety and Health Administration  
**PARS** Public Agencies Retirement Services  
**PEPRA** Public Employees Pension Reform Act  
**Psy.D.** Doctor of Psychology  
**RDA** Redevelopment Agency  
**RFI** Request For Information  
**RFP** Request For Proposal

**RFQ** Request For Qualifications  
**RN** Registered Nurse  
**SB** Senate Bill  
**SBE** Small Business Enterprise  
**SEIU** Service Employees International Union  
**SUASI** Super Urban Area Security Initiative  
**SWAT** Southwest Area Transportation Committee  
**TRANSPAC** Transportation Partnership & Cooperation (Central)  
**TRANSPLAN** Transportation Planning Committee (East County)  
**TRE** or **TTE** Trustee  
**TWIC** Transportation, Water and Infrastructure Committee  
**UASI** Urban Area Security Initiative  
**VA** Department of Veterans Affairs  
**vs.** versus (against)  
**WAN** Wide Area Network  
**WBE** Women Business Enterprise  
**WCCTAC** West Contra Costa Transportation Advisory Committee



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Temporary Hire of County Retiree Waiver of 180-day Sit-Out Period in the Health Services Department

---

**RECOMMENDATION(S):**

1. Consider waiving the 180-day sit-out period for Fayechoy Chao, Medical Interpreter, in the Health Services Department;
2. Find that the appointment of Ms. Chao is necessary to fill a critically needed position; and
3. Approve and authorize the hiring of retiree Ms. Chao as a temporary employee effective October 23, 2018 through November 30, 2019.

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of approximately \$31,652. The entire cost is fully funded by 95% Enterprise Fund I and 5% Health Care Interpreter Network (HCIN).

**BACKGROUND:**

Fayechoy Chao retired from County service on September 28, 2018. Ms. Chao worked as a Medical Interpreter in the Health Services' Linguistic Access Services Unit supporting Health Services and the County's Health Plan for over 37 years with medical interpretation in Laotian, Mien and Thai languages. Federal and State mandates require the provision of qualified

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Jo-Anne Linares, (925)  
957-5240

cc:

BACKGROUND: (CONT'D)

interpretation in these languages for the more than 5,445 patient encounters within our health system annually.

Ms. Chao has provided medical interpretation for more than 800 Laotian, Mien and Thai patients/clients of CCHS and for 60 hospital and health centers nationally on the Health Care Interpreter Network. She is a highly qualified interpreter with years of experience, who is from the community she serves and is a highly respected member of that patient/client population as well as the professional interpreter community. Because of legal mandates to provide qualified medical interpretation to this patient/client population for each clinical encounter, and because of the difficulty in hiring an interpreter with the specific and essential skills of this particular employee, the Department is requesting the 180-day sit-out period be waived in order to provide a smooth continuity of care for this limited English proficient population.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the capacity of the Linguistic Access Services Unit and HCIN would be severely compromised for these three languages. It would be exceedingly difficult to hire a qualified and experienced medical interpreter for Laotian, Mien and Thai languages. Moreover, the Department would be required to spend more with an outside vendor to obtain this critical service.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: Capital Road Improvement and Preservation Program for Fiscal Year 2018/2019 to 2024/2025

---

**RECOMMENDATION(S):**

HEARING to consider adoption of Resolution No. 2018/526 to approve the Capital Road Improvement and Preservation Program (CRIPP) for fiscal year 2018/2019 through 2024/2025, as recommended by the Transportation, Water and Infrastructure Committee, Countywide.

**FISCAL IMPACT:**

No fiscal impact. The CRIPP is a programming document that outlines the anticipated expenditures of road related capital funds in the next seven years for transportation and road preservation projects based an estimate of future revenues. Preparation of the CRIPP is a requirement of the County's Growth Management Program and Measure J funding.

**BACKGROUND:**

The CRIPP is a programming document for the funding of capital road improvement and preservation projects within unincorporated Contra Costa County. It includes estimated project costs, funding source information, and scheduling information for known potential projects within the next seven fiscal years. It also includes revenue projections and a summary of estimated project-related expenditures for each funding source.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Nancy Wein (925)  
313-2275

cc:

## BACKGROUND: (CONT'D)

The CRIPP was established by Resolution 89/306 under the County Road Improvement Policy. The Policy was authorized by Government Code Section 66002 and is required under the Growth Management Element of the Contra Costa Transportation and Growth Management Program Ordinance approved by the voters in November 1988 (Measure C-88) and reaffirmed in 2004 with passage of Measure J. Measure J requires that each participating local agency develop a five-year CRIPP to meet and/or maintain traffic service and performance standards. In 1991, the CRIPP was expanded to cover seven years to conform to the Congestion Management Plan, and in 1992 the CRIPP update was changed to a biennial schedule.

Approval of the CRIPP by the Board of Supervisors does not automatically approve each individual project listed in the CRIPP. Each project in the CRIPP is subject to a separate public review, engineering feasibility analysis, and environmental assessment and whenever feasible, be consistent with County policies, design guidelines, and regional planning documents and other policies as may be adopted by the County. This includes an assessment of opportunities for Green Infrastructure and Complete Streets elements. Some projects may have cost increases and/or project scope changes after these elements are evaluated in more detail. All these things are considered before the Board of Supervisors will consider final approval of the project.

As more information is gathered about a project, the Public Works Department may determine that the project will cost more than originally estimated for reasons not known at this time. In such a case, the Public Works Department will study various alternatives to find a solution to funding shortfalls. The Public Works Department will adjust subsequent CRIPPs to reflect any changes in project scope or cost.

Adopting a CRIPP to guide our capital improvements will do several things for the County:

- Increase public awareness of how and where funds will be spent on our road system.
- Enhance public trust and increase funding transparency by demonstrating that funds are programmed and expended in accordance with an approved program.
- Encourage more public involvement in the programming and expenditure of our capital funds.
- Provide accurate accountability of whether our transportation system will meet an acceptable level of service to satisfy our growth management policies.
- Provide a basis for projecting staffing needs over the next seven years.
- Provide a budget tool to track expenditures of each type of funding utilized for capital improvements.

On April 28, 2017, the Governor signed Senate Bill 1 (SB1), which is known as the Road Repair and Accountability Act of 2017. SB1 invests more than \$5 billion annually statewide to go directly for maintenance, repair, and safety improvements on state highways, local streets and roads, bridges, tunnels and overpasses. Locally, SB1 significantly increases the gas tax revenue the County is expected to receive. Current estimates show the gas tax revenue doubling in the next 2-3 years from about \$20 million to over \$40 million.

The County uses the majority of the Gas Tax funds for road operation and maintenance. The funds are also used in the Capital Road Improvement Preservation Program to improve traffic safety throughout the County by using it as the local match to leverage funds from state and federal grant programs. It is the primary funding source for the County's road program.

On September 25<sup>th</sup> the Board received a report from the Public Works Department on the possible

impacts of Proposition 6 on the County's Road Program, should the repeal effort be successful. The CRIPP will be revised if Proposition 6 passes.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the CRIPP could adversely affect the schedule of road improvements for the next seven years as this document provides direction for project planning and staff requirements.

Measure J and the County's proposed growth management policy require adoption of a CRIPP to meet the anticipated needs of new development impacts on the roadway system. Without an approved CRIPP, the County will not be able to fulfill this requirement, which would jeopardize our Measure J return to source funding.

CLERK'S ADDENDUM

***CLOSED the hearing and ADOPTED Resolution No. 2018/526 to approve the Capital Road Improvement and Preservation Program (CRIPP) for fiscal year 2018/2019 through 2024/2025.***

AGENDA ATTACHMENTS

Resolution No. 2018/526

DRAFT 2018/19 CRIPP

MINUTES ATTACHMENTS

Signed Resolution No. 2018/526

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

Adopted this Resolution on 10/23/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>	
<b>ABSENT:</b>	<input type="text"/>	
<b>ABSTAIN:</b>	<input type="text"/>	
<b>RECUSE:</b>	<input type="text"/>	



**Resolution No. 2018/526**

IN THE MATTER OF the approval of the Capital Road Improvement and Preservation Program for fiscal year 2018/2019 to 2024/2025 for unincorporated Contra Costa County, Countywide.

WHEREAS, the Capital Road Improvement & Preservation Program (CRIPP) was established by Resolution 89/306 under the County Road Improvement Policy; and

WHEREAS, the County Road Improvement Policy was authorized by Government Code Section 66002 and is required under the Growth Management Element of the Contra Costa Transportation and Growth Management Program Ordinance approved by the voters in November 1988 (Measure C-88) and reaffirmed in 2004 with passage of Measure J; and

WHEREAS, Measure J requires that each participating local agency develop a five-year CRIPP to meet and/or maintain traffic service and performance standards. In 1991, the CRIPP was expanded to cover seven years to conform to the Congestion Management Plan; and

WHEREAS, the CRIPP is a programming document for the funding of capital road improvement projects within unincorporated Contra Costa County; and

WHEREAS, each project in the CRIPP is subject to a separate public review, engineering feasibility analysis, and environmental assessment before the Board of Supervisors will consider final approval of the project; and

WHEREAS, adoption of the CRIPP will not preclude development and construction of projects that have not been identified; and

WHEREAS, the Public Works Department will study various alternatives to find a solution to funding shortfalls. The Public Works Department will adjust subsequent CRIPPs to reflect any changes in project scope or cost; and

WHEREAS, adopting a CRIPP to guide our capital improvements will do several things for the County:

- Increase public awareness of how and where funds will be spent on our road system.
- Enhance public trust and increase funding transparency by demonstrating that funds are programmed and expended in accordance with an approved program.
- Encourage more public involvement in the programming and expenditure of our capital funds.
- Provide accurate “accountability” of whether our transportation system will meet an acceptable level of service to satisfy our growth management policies.
- Provide a basis for projecting staffing needs over the next seven years.
- Provide a budget tool to track expenditures of each type of funding utilized for capital improvements; and

WHEREAS, the CRIPP was reviewed by the County Transportation, Water and Infrastructure Committee on October 8, 2018 and recommended to the Board of Supervisors for adoption.

WHEREAS, a hearing was held on October 23, 2018 at 9:00 a.m., in the Board of Supervisors’ Chambers; and

WHEREAS, the notice of hearing was published and posted pursuant to Government Code Section 66002 and 65090; and  
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Contra Costa County approves the Capital Road  
Improvement and Preservation Program for Fiscal Year 2018/2019 to 2024/2025.

I hereby certify that this 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: Nancy Wein (925) 313-2275**

**ATTESTED: October 23, 2018**

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

By: June McHuen, Deputy

**cc:**

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

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 10/23/2018 by the following vote:

AYE:	5	<b>John Gioia</b> <b>Candace Andersen</b> <b>Diane Burgis</b> <b>Karen Mitchoff</b> <b>Federal D. Glover</b>
NO:	/	
ABSENT:	/	
ABSTAIN:	/	
RECUSE:	/	



### Resolution No. 2018/526

IN THE MATTER OF the approval of the Capital Road Improvement and Preservation Program for fiscal year 2018/2019 to 2024/2025 for unincorporated Contra Costa County, Countywide.

WHEREAS, the Capital Road Improvement & Preservation Program (CRIPP) was established by Resolution 89/306 under the County Road Improvement Policy; and

WHEREAS, the County Road Improvement Policy was authorized by Government Code Section 66002 and is required under the Growth Management Element of the Contra Costa Transportation and Growth Management Program Ordinance approved by the voters in November 1988 (Measure C-88) and reaffirmed in 2004 with passage of Measure J; and

WHEREAS, Measure J requires that each participating local agency develop a five-year CRIPP to meet and/or maintain traffic service and performance standards. In 1991, the CRIPP was expanded to cover seven years to conform to the Congestion Management Plan; and

WHEREAS, the CRIPP is a programming document for the funding of capital road improvement projects within unincorporated Contra Costa County; and

WHEREAS, each project in the CRIPP is subject to a separate public review, engineering feasibility analysis, and environmental assessment before the Board of Supervisors will consider final approval of the project; and

WHEREAS, adoption of the CRIPP will not preclude development and construction of projects that have not been identified; and

WHEREAS, the Public Works Department will study various alternatives to find a solution to funding shortfalls. The Public Works Department will adjust subsequent CRIPPs to reflect any changes in project scope or cost; and

WHEREAS, adopting a CRIPP to guide our capital improvements will do several things for the County:

- Increase public awareness of how and where funds will be spent on our road system.
- Enhance public trust and increase funding transparency by demonstrating that funds are programmed and expended in accordance with an approved program.
- Encourage more public involvement in the programming and expenditure of our capital funds.
- Provide accurate “accountability” of whether our transportation system will meet an acceptable level of service to satisfy our growth management policies.
- Provide a basis for projecting staffing needs over the next seven years.
- Provide a budget tool to track expenditures of each type of funding utilized for capital improvements; and

WHEREAS, the CRIPP was reviewed by the County Transportation, Water and Infrastructure Committee on October 8, 2018 and recommended to the Board of Supervisors for adoption.

WHEREAS, a hearing was held on October 23, 2018 at 9:00 a.m., in the Board of Supervisors’ Chambers; and

WHEREAS, the notice of hearing was published and posted pursuant to Government Code Section 66002 and 65090; and  
NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of Contra Costa County approves the Capital Road  
Improvement and Preservation Program for Fiscal Year 2018/2019 to 2024/2025.

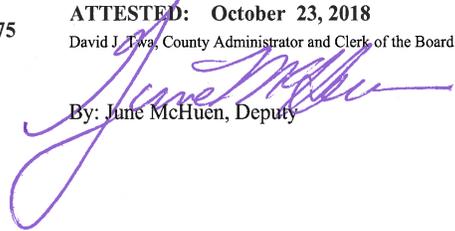
I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: Nancy Wein (925) 313-2275

**ATTESTED: October 23, 2018**

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

By: June McHuen, Deputy



cc:

**DRAFT**

**DRAFT**

# Capital Road Improvement & Preservation Program

(CRIPP)

**FISCAL YEAR 2018/19  
TO  
FISCAL YEAR 2024/25**



Contra Costa County  
**Public Works  
Department**

255 Glacier Drive  
Martinez, CA 94553-4897  
(925) 313-2000

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

**DRAFT**

**DRAFT**



## SUMMARY

On May 19, 1989, the Board of Supervisors adopted the Capital Road Improvement Policy to guide the development and continuation of the Capital Road Improvement & Preservation Program (CRIPP). On April 17, 1990, the Board of Supervisors approved the first CRIPP. The 2018/2019 **CRIPP summarizes the County's road improvement projects for the next** seven years (Fiscal Years 2018/19 through 2024/25). The CRIPP conforms to the Congestion Management Plan, which is also a seven-year planning document.

It should be noted that the CRIPP is a programming document that, once approved, will provide a strategic plan and a schedule for the Public Works Director to program the engineering work on these projects. Approval of the CRIPP by the Board does not automatically approve each individual project listed in the CRIPP. Each project in the CRIPP must undergo its own individual engineering feasibility analysis and environmental assessment and be consistent with County policies, design guidelines, regional planning document, whenever feasible, and other policies as may be adopted by the County from time to time. These considerations include an assessment of opportunities for Green Infrastructure and Complete Streets Elements. Some projects may have cost increases and/or project scope changes after thorough environmental studies. The CRIPP, therefore, is expected to change as we learn more about each project.

This 2018 CRIPP document has been revised to be more Supervisor District focused in presenting the active projects. **This document also aims to support the "Road Program Strategic Plan" as outlined by the Public Works Director.** The following is a brief description of the CRIPP contents.

Section I is a summary of the primary funding sources for the road program including an estimate of gas tax revenues, Measure J Return to Source Funds and Area of Benefit programs. Other funding sources such as state match program funds and federal funds are based on actual amounts the County is expected to receive for the various road projects in the program.

Section II shows capital outlays and revenues for each of the County's primary road-related revenue sources over the next seven years. There is a table for each funding source, showing the estimated expenditures broken down by project, the year when the expenditure is expected to occur, and the projected yearly revenue for the fund. Projects with multiple funding sources are listed under more than one funding source.

Section III contains a list of projects by Supervisor Districts followed by a detailed description of the active projects identified in Section II. The information provided for each active project includes a project name, project location, purpose and need, a brief project description, source of funding, the Supervisor District, and the anticipated expenditure plan. The funding tables showing the anticipated capital for each individual project over the next seven years are included with the individual project descriptions, giving the user of the CRIPP a complete picture of each project all in one place in the document. Additionally (underfunded) projects awaiting fund allocation are listed in this section by Supervisor Districts. By grouping all the projects, active and underfunded, the reader can view the upcoming projects and projects that are planned in one section. Projects that span over all Supervisor Districts or that is not defined to a specific location are listed in the Countywide Project section.

The appendices include the County road improvement policies, CRIPP related Board Documents and Resolutions, Area of Benefit project lists, and Road Maintenance Rehabilitation Act resolution and project list.



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**SECTION I**  
**Introduction**

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## **INTRODUCTION**

The Capital Road Improvement & Preservation Program (CRIPP) is a programming document for the funding of capital road improvement projects within unincorporated Contra Costa County. It includes estimated project costs, funding source information, and scheduling information for known potential projects within the next seven fiscal years. It also includes revenue projections and a summary of estimated project-related expenditures for each funding source.

In addition to potential transportation projects, the CRIPP also includes an estimate of the amount to be spent over the next seven years to preserve County roadways. Each year, selected roads throughout unincorporated Contra Costa County receive a surface treatment between June and October. The County Public Works Department has found that a program of preventive maintenance using surface treatments is the most cost effective way to extend the **useful life of the County's road network.**

Approval of the CRIPP by the Board of Supervisors does not automatically approve each individual project listed in the CRIPP. Each project in the CRIPP is subject to a separate public review, engineering feasibility analysis, and environmental assessment and whenever feasible, be consistent with County policies, design guidelines, and regional planning documents and other policies as may be adopted by the County. This includes an assessment of opportunities for Green Infrastructure and Complete Streets elements. Some projects may have cost increases and/or project scope changes after these elements are evaluated in more detail. All these things are considered before the Board of Supervisors will consider final approval of the project.

As more information is gathered about a project, the Public Works Department may determine that the project will cost more than originally estimated for reasons not known at this time. In such a case the Public Works Department will study various alternatives to find a solution to the funding shortfall. The Public Works Department will adjust subsequent CRIPPs to reflect any changes in project scope or cost.

The project costs in the CRIPP are for the current year. The CRIPP does not escalate the project costs for future inflation. A large portion of the funding programmed in the CRIPP is from fees associated with the Area of Benefit (AOB) programs, which are adjusted yearly to provide for inflation. Since the ongoing Area of Benefit program inflates the majority of the revenue in the CRIPP, and since the CRIPP is updated every two years, the added complication and expense of inflating revenue and construction costs in the CRIPP is not justified.

## **HISTORY OF THE CRIPP**

The CRIPP was established by Resolution 89/306 under the County Road Improvement Policy (attached as Appendix A). The Policy was authorized by Government Code Section 66002 and is required under the Growth Management Element of the Contra Costa Transportation and Growth Management Program Ordinance approved by the voters in November 1988 (Measure C-88). Measure C-88 required that each participating local agency develop a five-year CRIPP to meet and/or maintain traffic service and performance standards. In 1991, the CRIPP was

expanded to cover seven years to conform to the Congestion Management Plan, and in 1992 the CRIPP update was changed to a biennial schedule.

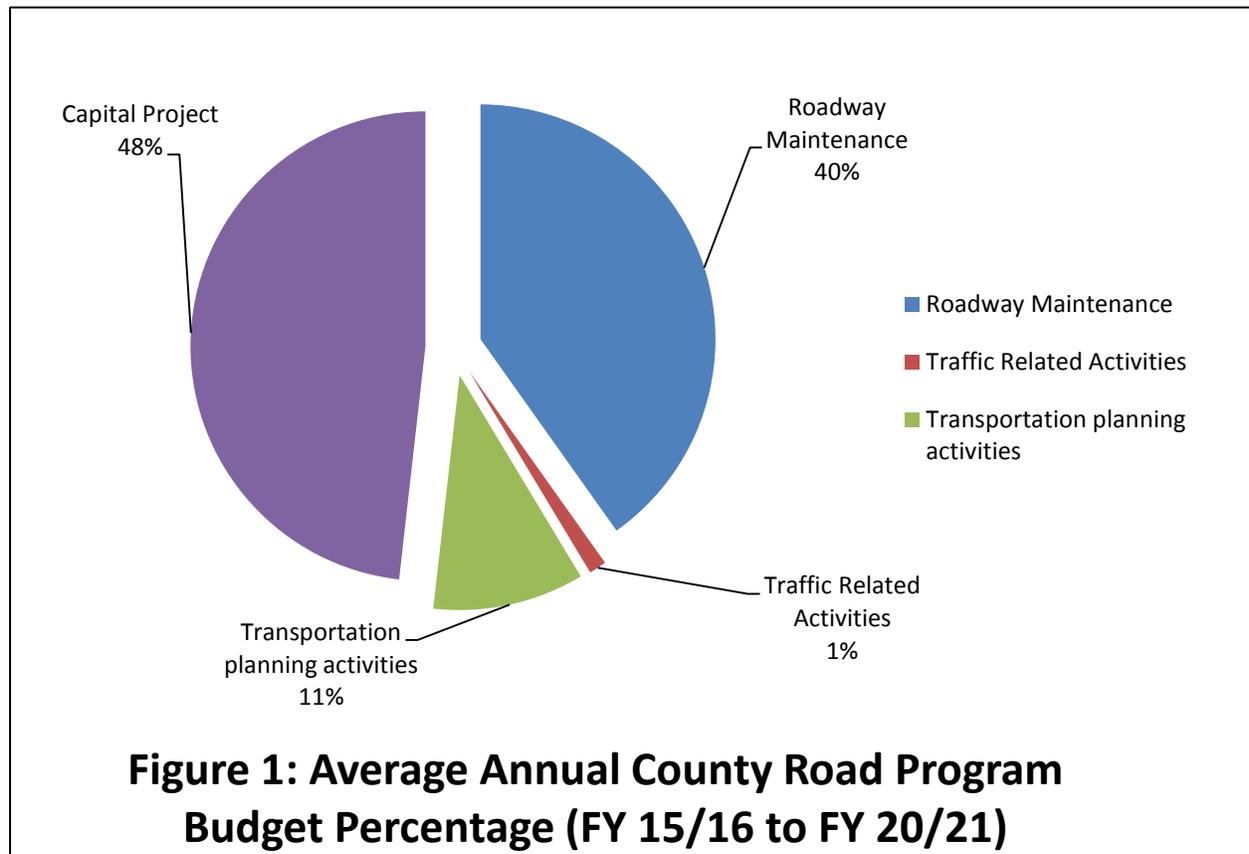
### **THE ROAD PROGRAM**

It is important to note that the capital road program is part of the County's much larger road program. In addition to capital projects, the road program also includes roadway maintenance, traffic-related, and transportation planning activities. The following are brief descriptions of the other aspects of the road program:

- Roadway Maintenance to ensure a safe and convenient public travel in a variety of modes: driving, walking and bicycling. The majority of the funding for the road program goes towards public roadway maintenance and repair for approximately 660 miles of the roadway network in the unincorporated areas of Contra Costa County. Some of the types of work include failed pavement repairs, road shoulder repairs, road slide repairs, traffic signs and striping installation, guardrail repairs, culvert and pipe installation, and debris removal (from the public road right of way). These activities are in addition to roadway preservation and rehabilitation projects (surface treatments), which are included in the CRIPP.
- Traffic related activities which include responsibility for traffic control devices on over 660 miles of County roadway, reviewing plans for construction projects proposed in the County, coordinating with California Highway Patrol and other Law Enforcement Agencies in regards to traffic enforcement on County Roadways, responding to residents regarding traffic complaints and concerns, investigating collision reports on County roads and identify locations with recurring or high collision rates, conducting Engineering and Traffic Surveys on major roadways to establish speed limits, ensuring necessary signing, striping, and pavement markings are in place on County roadways and other responsibilities.
- Transportation planning activities include developing and implementing capital improvements, maintenance projects, bicycle and pedestrian projects, and neighborhood traffic management plans, advanced planning for **the County's** transportation system, developing long-term strategic plans to implement the circulation element of the County General Plan, developing and updating the seven year CRIPP, seeking funding opportunities to support public works road related activities (e.g., traffic mitigation fee program, grant program), working with the Engineering Services Division and Community **Development to review and comment on development projects' impacts to the County's** road network, working with the Board of Supervisors, community and other jurisdictions to resolve transportation/traffic concerns and coordinating with state, regional, and other local governments on major roadway projects important to the region (e.g. State Route 4 Bypass).

The average annual total budget for the County road program is \$50.4 million for the period FY15/16 to FY20/21. This six year period includes actual expenses for the past 2 years and current year (FY17/18), and an estimate of future expenditures for the next 3 years.

The average annual Capital Road Program budget accounts for approximately 48% of the road program budget for this same six-year period. The average annual budget for Maintenance activities is approximately 40% of the road program budget. In addition, Traffic Engineering and Transportation Planning activities are 1% and 11% of the program, respectively.



## **THE 2018 CRIPP**

Pursuant to the County Road Improvement Policy, this 2018 CRIPP schedules road improvement projects for fiscal years 2018/2019 through 2024/2025 and balances the estimated project costs with the projected revenues. Fiscal Year 2017/2018 data has also been included to provide information on current fiscal year revenues and expenditures.

The revenue sources for the projects presented in the CRIPP are discussed below.

### **A. REVENUE SOURCES**

Principal revenue sources for Capital Road Projects include Gas Tax Funds, Measure J funds, federal and state grants, local Area of Benefit (AOB) fees (charged to new development), State Match funds, developer contributions, and funds from other agencies in cooperative projects. The amount of AOB funds available to the County at any given time is directly related to development. Measure J and Gas Tax funds are largely dependent on the state of the economy, and grant sources are directly affected by federal and state budgets.

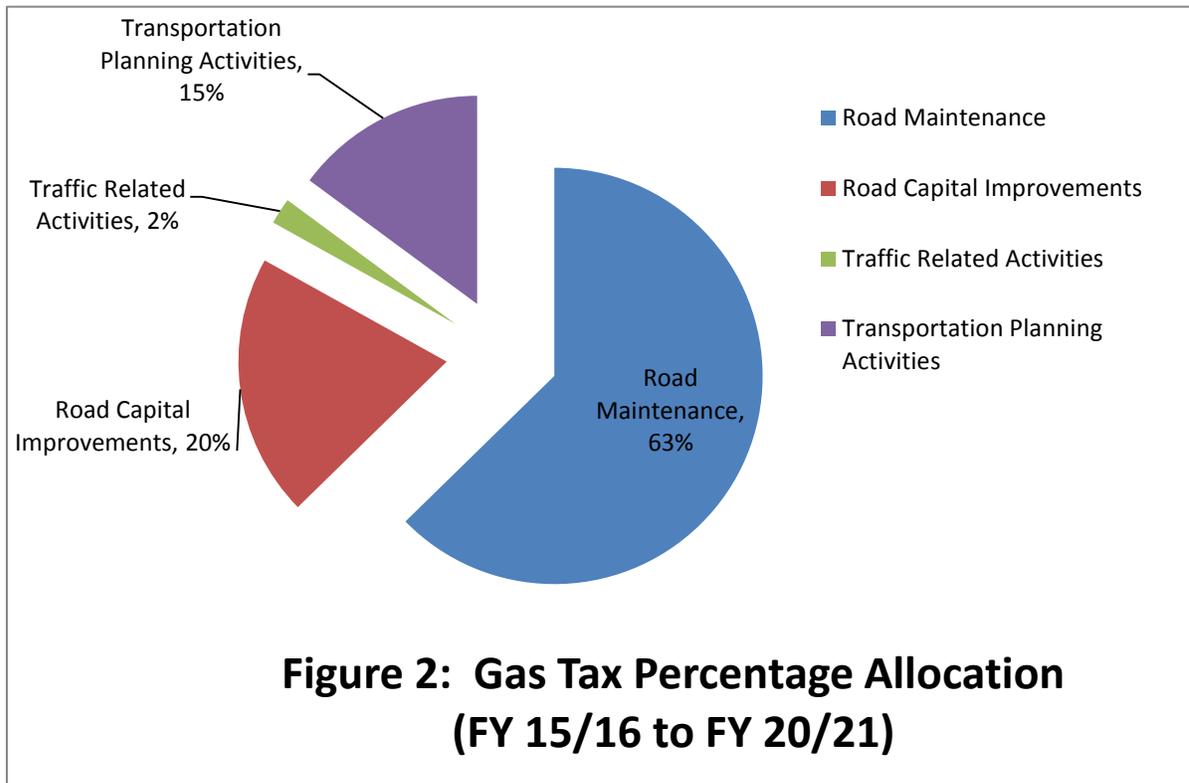
Many projects are funded by a combination of AOB funds and other funding sources. Shortfalls in AOB revenues can affect scheduling of projects that include federal and state grants. Therefore, when the Public Works Department receives substantial federal and state funding for a particular AOB project, that project is given high priority to prevent the loss of the secured funding.

The primary funding sources are as follows:

**1. Gas Tax Funds:** Gas Tax Funds, also known as the Highway Users Tax Account, are revenues paid by the State to cities and counties from the per-gallon motor vehicle fuel tax. Appendix B of this CRIPP shows the County-adopted guidelines for the expenditure of Gas Tax revenues following passage of Proposition 111 in 1990. The County uses the majority of the Gas Tax funds for road operation and maintenance.

The funds are also used in the Capital Road Improvement Preservation Program to improve traffic safety throughout the County by using it as the local match to leverage funds from state and federal grant programs. It is also used to fund staff time to prepare the actual grant application. Last year for every \$1 dollar on staff time to prepare grant applications, the County was able to get \$31 dollars in return. This resulted in successfully securing \$8,360,600 at a cost of \$269,700. There are currently 30 active projects that are grant funded in the amount of \$65.7 million with a \$20.8 million gas tax match. One of these projects, the Kirker Pass Road NB Truck Climbing Lane project, has a larger amount of gas tax (\$7.9 million) than is typical as part of the project funding plan. If this project is removed from the above total, the revised numbers show that the County was able to obtain \$61.1 million in grant funding using \$12.9 million of gas tax as the local match to fund 29 active projects. Gas tax is the primary source for the required local match necessary to go after grants. Without it the County would miss an opportunity to obtain additional outside funding to help construct much needed safety, maintenance, and multi-modal transportation improvements.

Gas tax funds are also the primary source of funding for road maintenance, traffic and transportation planning activities.



Gas Tax Funds are made up of two parts: the Gas Excise Tax and the Price-Based Excise Tax. The Gas Excise Tax portion is based on the amount (gallon) of gas purchased and the Price-Based Excise Tax is dependent on the price of gas. Although the County has seen a slight increase in the Gas Excise Tax over the past several years, this increase is far short of the drastic reduction the County has seen in the Price-Based Excise Tax portion of the Gas Tax **a few years ago**.

To address this need, the Governor signed Senate Bill (SB) 1 on April 28, 2017. SB 1, which is known as the Road Repair and Accountability Act of 2017, provides much needed transportation funding for California to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system.

SB1 funds were made available to cities and counties starting in November 2017. The California State Association of Counties has provided the estimated revenues the County can expect that will be generated from this transportation bill. The first year of the program, FY2017/2018, is a partial year and the County expects to receive a total of \$5.9 million in addition to the normal gas tax allocation. Of this \$5.9 million, \$4.9 million is from the Road Maintenance and Rehabilitation Account (RMRA) program under SB1 and the remainder comes from repayments of loans to the state during the economic recession that started in 2008. The RMRA amount is expected to increase to \$13.8 million for FY 18/19 and steadily grow with the built-in inflationary index in future years.

SB1 emphasizes the importance of accountability and transparency in the delivery of **California's transportation programs. Therefore, in order to be eligible for RMRA funding,** state statute requires cities and counties to provide basic RMRA project reporting to the California Transportation Commission (Commission).

Prior to receiving an apportionment of RMRA funds from the Controller in a fiscal year, a city or county must submit to the Commission a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be included in a city or county budget that is adopted by the applicable city council or county board of supervisors at a regular public meeting.

The list of projects must include a description and location of each proposed project, a **proposed schedule for the project's completion, and the estimated useful life of the improvement.** The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities. Some example projects and uses for RMRA funding include, but are not limited to the following:

- Road Maintenance and Rehabilitation
- Safety Projects
- Railroad Grade Separations
- Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
- Traffic Control Devices

The County Board of Supervisors adopted a list of projects to be funded with RMRA funds for the FY18/19 on April 24, 2018 (See Appendix E). It should be noted that this project list is a small subset of the proposed project delivery list that is outlined in the CRIPP and only focuses on how the RMRA funds will be expended as required by the Commission.

**2. State Match Funds:** State Match Funds are revenues paid by the State to counties from the State Highway Account. The funds are to be used for transportation purposes to match federally funded transportation projects. Funds received are treated as grants with up-front **lump sum payments and the unobligated balance of the County's State Matching monies is** paid directly to the County, subject to availability from the State. The County uses the State Match Funds to supplement federally funded projects.

**3. Measure J (Measure C):** The voters approved the Contra Costa Transportation Improvement and Growth Management Program Ordinance (Measure C) in November 1988. Measure C provides for a ½-cent sales tax for transportation projects within Contra Costa County. Measure C had a twenty-year life and expired in 2009. In November 2004, voters approved the continuation of **the County's ½ - cent sales tax** by passing Measure J and extended the transportation funding for 25 more years. The Measure J funds are composed of Return to Source Funds, Regional Funds, and other grants, such as Transportation for Livable Communities.

**Return to Source Funds:** A portion of the revenue is returned to local jurisdictions to be used for maintenance of existing roadways and construction of new facilities to fix capacity and safety problems in existence before 1988 (those problems that came into existence after 1988 are presumed to be the responsibility of new development). The proposed use for these funds is outlined in this CRIPP.

**Subregional Transportation Needs Funds (Regional):** A portion of the revenue is designated for projects of a regional significance. For the portion of these funds that the County has access to, the proposed use is outlined in this CRIPP.

**Transportation for Livable Communities (TLC):** A portion of the revenue is designated for projects/programs for plans and facilities that support walkable, mixed-use, transit-supportive communities or that encourage more walking, bicycling and transit use. These funds are distributed through a grant program administered by the Contra Costa Transportation Authority.

- 4. Area of Benefit (AOB) Revenues:** The unincorporated County is divided into AOB. Appendix D has a page for each AOB containing the current Ordinance Number, the project list, and a map.

Within each AOB, road improvement projects to alleviate known traffic congestion or traffic safety problems have been identified and prioritized. An AOB fee is charged to all developments that create additional traffic in the area, to pay for these projects. The fee amount varies depending on which AOB the property is located in, the amount of traffic generated by the development, and the cost of **the projects identified on that AOB's Project List**.

A seven-year revenue estimate was made for each of the AOBs using the past five-year revenue history, development potential and consulting with the Engineering Services and the Finance Divisions of the Public Works Department.

The AOB program is constantly being updated. The updates include, revising the AOB project lists, revising the fee schedules, adjusting the fee schedule for inflation, and adjusting the remaining development potential. The updates may have a significant impact on potential project funding. In addition, several AOBs are being merged or incorporated into an adjacent AOB to become more fiscally efficient. Current AOB fees can be accessed on the County web site at <http://www.cccounty.us/AOB>

- 5. Trust Funds:** When a large development makes a significant impact on the roadway system, the developer may be required to contribute to a road improvement fund to mitigate the impacts of the development. The County has three funds that are held in trust funds to be used for specific projects. Navy Mitigation Funds in the Bay Point Area provided \$5 million to help fund new transportation improvements and waterfront access to offset the loss of Port Chicago Highway through the Concord Naval Weapons Station. Other developer fees include the Discovery Bay West Traffic Mitigation Funds, and the Keller Canyon Mitigation Funds. Each of these funds is held in trust by the County and is listed as separate funding sources in this CRIPP.

**6. Grants:** The Public Works Department continuously submits grant applications due at various times of the year for projects throughout the County. Each type of grant has unique project criteria. Some of these grants and their criteria are listed in Table C at the end of this section. Most applications compete statewide for funding, from the smallest safety project to the largest road extension project. In many cases where Gas Tax funds are used, the Public Works Department looks for grants or other ways to stretch its budget and to increase the number of improvement and maintenance projects.

**7. Other Local Funds:** The County participates in several Regional Fee programs throughout the County where the fee program is adopted by several participating jurisdictions and is administered jointly through a separate authority. As these Regional Fee programs are not under the authority of the County, the revenue and expenditures for these programs are not included in the CRIPP. The Regional Fee programs include the East Contra Costa Regional Fee and Financing Authority (ECCRFFA), the Southern Contra Costa (SCC) Fees, West Contra Costa Transportation Advisory Committee Fee (WCCTAC), and the Tri Valley Transportation Development (TVTD) Fee.

## **B. PROJECTED ANNUAL REVENUE**

Table A is an estimate of future revenue based on historical trends and current development applications for the Capital Road Program. Part I of the table shows the projected revenue from all funding sources, Part II shows the projected revenues from the Area of Benefit programs, and Part III shows the project revenue from the County Trust Funds.

Part I of Table A is a summary of the primary funding sources for the capital road program including an estimate of gas tax revenues, Measure J Return to Source Funds and Area of Benefit programs. Other funding sources such as state match program funds and federal funds are based on actual amounts the County is expected to receive for the various road projects in the program.

Part II of Table A represents an estimate of the individual funding sources from the Area of Benefit (AOB) program. The rate at which AOB revenue is generated is tied to the land development rate. Future AOB revenue is expected to generate at a steady pace based upon assumptions of a rebound in the economy as well as slowed growth in areas that are reaching **"build-out" conditions**. Continued efforts to secure grants and maintain cooperative relationships with other public agencies will allow the County to make the best use of its financial resources for capital improvement projects.

Part III of Table A represents the funding sources from the County Trust Funds. Funds held in County Trust Funds are only shown in the CRIPP if they are proposed to be used on specific projects within the CRIPP time period.

### **C. ESTIMATED ANNUAL REVENUE AND EXPENDITURES**

Table B, Summary of Projected Annual Project Expenditures, is a summary of the expenditures expected from each of the identified funding sources. This table is based on the costs of the planned projects within each funding source, and the expected revenue for that funding source. If the revenues in Table A fall short of expectations, the expenditures in Table B will have to be adjusted accordingly.

### **D. DIFFERENCES IN PROGRAMMING OF EARLIER YEARS VERSUS LATER YEARS**

The years at the beginning of the period covered by this program have more projects programmed than in later years. This is because immediate and near future transportation needs are more easily determined than needs farther in the future. The later years within this program have fewer projects programmed because their transportation needs are not foreseen at this time. Additional funding may need to be sought in the later years to offset transportation needs. For example, funds needed for maintenance activities continue to increase as more infrastructure is built and construction costs rise. In addition, projects may have unexpected cost increases and/or project scope changes, therefore, the CRIPP is expected to change as we learn more about each project. As transportation issues arise, projects will be programmed in response to these issues and supplemental funding will be sought to balance the available funding. This will be reflected in future CRIPP updates.

### **E. CRIPP OUTLOOK**

The CRIPP provides a positive outlook into the near future. With the recent increase in gas tax because of SB1, the budget revenue has a positive swing from the previous CRIPP. However, recent storm damage to the roadway network has placed a burden on the budget for the past two2 years. Current active projects are mostly scheduled up to FY 2019/2020. The challenges we continue to face are the Green Infrastructure Initiative and its maintenance requirements and long term pavement and associated roadway infrastructure maintenance. The Public Works Transportation Division will continue to actively seek funding to offset the cost of capital projects and obtain funding for the underfunded projects listed in the document.

**Table A: Summary of Projected Annual Revenues for Capital Projects**

(All values shown in thousands of dollars)

Program Element	End of FY Balance	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Total 8 Year Expenditures
<b>PART I: Revenues from all County Sources</b>										
Gas Tax Funds	\$ 0	\$ 4,675	\$ 9,765	\$ 17,296	\$ 14,761	\$ 15,590	\$ 16,800	\$ 18,000	\$ 19,200	\$ 116,088
State Match Funds	\$ 1,600	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 800
Measure J Return to Source	\$ 3	\$ 565	\$ 0	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 2,965
Total of all Areas of Benefit (AOB) Funds	\$ 18,896	\$ 776	\$ 776	\$ 1,275	\$ 1,025	\$ 875	\$ 710	\$ 710	\$ 709	\$ 6,856
Total County Trust Funds	\$ 12,661	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 47	\$ 376
Federal, State, and Other Regional Grant Funds	\$ 0	\$ 9,190	\$ 7,602	\$ 17,957	\$ 13,208	\$ 2,653	\$ 14,100	\$ 1,810	\$ 0	\$ 66,520
Measure J Regional	\$ 0	\$ 846	\$ 4,000	\$ 2,880	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7,726
Other Local Funds	\$ 0	\$ 2,560	\$ 3,346	\$ 4,632	\$ 6,836	\$ 170	\$ 0	\$ 0	\$ 0	\$ 17,544
<b>Total</b>	<b>\$ 33,160</b>	<b>\$ 18,759</b>	<b>\$ 25,637</b>	<b>\$ 44,587</b>	<b>\$ 36,377</b>	<b>\$ 19,835</b>	<b>\$ 32,157</b>	<b>\$ 21,067</b>	<b>\$ 20,456</b>	<b>\$ 218,875</b>
<b>PART II: Itemization of Area of Benefit Revenues</b>										
Alamo AOB	\$ 625	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 480
Bay Point AOB	\$ 650	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 240
Bethel Island AOB	\$ 326	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 80
Briones AOB	\$ 514	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 8
Central County AOB	\$ 3,142	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 600
Discovery Bay AOB	\$ 2,767	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 40
East County (Regional) AOB	\$ 3,342	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,000
Hercules/Rodeo/ Crockett AOB	\$ 46	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 0	\$ 7
Martinez AOB	\$ 2,320	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 100	\$ 100	\$ 100	\$ 1,300
North Richmond AOB	\$ 1,078	\$ 1	\$ 1	\$ 500	\$ 250	\$ 100	\$ 50	\$ 50	\$ 50	\$ 1,002
Pacheco (West Concord) AOB	\$ 437	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 40
Richmond/El Sobrante AOB	\$ 367	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 120
South County AOB	\$ 2,912	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 800
South Walnut Creek AOB	\$ 295	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 0	\$ 0	\$ 0	\$ 75
West County AOB	\$ 46	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 64
<b>Subtotal</b>	<b>\$ 18,866</b>	<b>\$ 776</b>	<b>\$ 776</b>	<b>\$ 1,275</b>	<b>\$ 1,025</b>	<b>\$ 875</b>	<b>\$ 710</b>	<b>\$ 710</b>	<b>\$ 709</b>	<b>\$ 6,856</b>
<b>PART III: Itemization of County Trust Fund Revenues</b>										
Discovery Bay West Mitigation Funds	\$ 7,342	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 160
Keller Canyon Landfill Mitigation Funds (see Table C)	\$ 0	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 216
Navy Mitigation Funds	\$ 5,319	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
<b>Subtotal</b>	<b>\$ 12,661</b>	<b>\$ 47</b>	<b>\$ 376</b>							

## Table B: Summary of Projected Annual Expenditures (CIP)

(All values shown in thousands of dollars)

Program Element	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25	Projected 8 Year Expenditures
<b>PART I: Expenditures from all County Sources</b>									
Gas Tax Funds	\$ 4,675	\$ 9,765	\$ 17,296	\$ 10,501	\$ 9,425	\$ 9,795	\$ 9,940	\$ 10,275	\$ 81,673
State Match Funds	\$ 100	\$ 100	\$ 1,491	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,691
Measure J Return to Source	\$ 565	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 565
Total of all Areas of Benefit (AOB) Funds	\$ 1,466	\$ 1,545	\$ 432	\$ 297	\$ 250	\$ 175	\$ 245	\$ 105	\$ 4,515
Total County Trust Funds	\$ 6,611	\$ 874	\$ 230	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7,715
Federal, State, and Other Regional Grant Funds	\$ 9,190	\$ 7,602	\$ 17,957	\$ 13,208	\$ 2,653	\$ 14,100	\$ 1,810	\$ 0	\$ 66,520
Measure J Regional	\$ 846	\$ 4,000	\$ 2,880	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 7,726
Other Local Funds	\$ 2,560	\$ 3,346	\$ 4,632	\$ 6,836	\$ 170	\$ 0	\$ 0	\$ 0	\$ 17,544
<b>Total</b>	<b>\$ 26,013</b>	<b>\$ 27,232</b>	<b>\$ 44,918</b>	<b>\$ 30,842</b>	<b>\$ 12,498</b>	<b>\$ 24,070</b>	<b>\$ 11,995</b>	<b>\$ 10,380</b>	<b>\$ 187,948</b>
<b>PART II: Itemization of Area of Benefit Expenditures</b>									
Alamo AOB	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 25	\$ 5	\$ 5	\$ 105
Bay Point AOB	\$ 10	\$ 15	\$ 95	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 190
Bethel Island AOB	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 85
Briones AOB	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 85
Central County AOB	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 130
Discovery Bay AOB	\$ 87	\$ 127	\$ 83	\$ 5	\$ 5	\$ 50	\$ 5	\$ 0	\$ 362
East County (Regional) AOB	\$ 366	\$ 715	\$ 74	\$ 232	\$ 5	\$ 5	\$ 50	\$ 5	\$ 1,452
Hercules/Rodeo/ Crockett AOB	\$ 5	\$ 0	\$ 0	\$ 5	\$ 5	\$ 0	\$ 0	\$ 0	\$ 15
Martinez AOB	\$ 17	\$ 87	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 179
North Richmond AOB	\$ 335	\$ 105	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 515
Pacheco (West Concord) AOB	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 130
Richmond/EI Sobrante AOB	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 130
South County AOB	\$ 375	\$ 314	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 809
South Walnut Creek AOB	\$ 186	\$ 57	\$ 5	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 247
West County AOB	\$ 10	\$ 5	\$ 40	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 80
<b>Subtotal</b>	<b>\$ 1,466</b>	<b>\$ 1,545</b>	<b>\$ 432</b>	<b>\$ 297</b>	<b>\$ 250</b>	<b>\$ 175</b>	<b>\$ 245</b>	<b>\$ 105</b>	<b>\$ 4,515</b>
<b>PART III: Itemization of County Trust Fund Expenditures</b>									
Discovery Bay West Mitigation Funds	\$ 6,243	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,243
Keller Canyon Landfill Mitigation Funds (See Table C)	\$ 280	\$ 800	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1,080
Navy Mitigation Funds	\$ 50	\$ 59	\$ 230	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 339
<b>Subtotal</b>	<b>\$ 6,573</b>	<b>\$ 859</b>	<b>\$ 230</b>	<b>\$ 0</b>	<b>\$ 7,662</b>				

**Table C**  
**Acronyms for Grant Programs and other Funding Sources used in the CRIPP**

<b>Acronym</b>	<b>Full Name</b>	<b>Description</b>	<b>Type</b>
Alamo AOB	Alamo Area of Benefit	Traffic mitigation fees.	Local
ATP	Active Transportation Program	Funds for projects/programs that encourage increased use of active modes of transportation.	Federal
Bay Point AOB	Bay Point Area of Benefit	Traffic mitigation fees.	Local
Bethel Island AOB	Bethel Island Area of Benefit	Traffic mitigation fees.	Local
Briones AOB	Briones Area of Benefit	Traffic mitigation fees.	Local
CCWD	Contra Costa Water District	Funds contributed by the Contra Costa Water District	Local
CDBG	Communtiy Development Block Grant	Funds that can be used for frontage improvements in economically depressed areas	Federal
Cent County AOB	Central County Area of Benefit	Traffic mitigation fees.	Local
Disco Bay AOB	Discovery Bay Area of Benefit	Traffic mitigation fees.	Local
Disco Bay West	Discovery Bay West Mitigation Funds	Mitigation fees collected for the Discovery Bay West (Subdivision 8023)	Local
DWR	Department of Water Resources	Bridge improvements.	Local
East County Regional AOB	East County (Regional) Area of Benefit	Traffic mitigation fees.	Local
Former RDA	Former Redevelopment Agency	Bond funds designated for former redevelopment areas.	Local
Gas Tax	Gas Tax Funds	Sales tax on gasoline used to enhance road operation and maintenance.	Local
HBP	Highway Bridge Program	Funds for bridges in need of replacement, and for seismic retrofit program.	Federal
Herc/Rodeo/Crock AOB	Hercules/Rodeo/Crockett Area of Benefit	Traffic mitigation fees.	Local
HR3	High Risk Rural Road Program	Funds for safety improvements to rural roads defined as high risk.	Federal
HSIP	Highway Safety Improvement Program	Funds for infrastructure-related highway safety improvements that lead to a significant reduction in traffic fatalities and serious injuries on all public roads.	Federal
Keller Canyon Mit Fund	Keller Canyon Landfill Mitigation Fund	Mitigation funds from Keller Canyon Landfill. Funds are for pavement maintenance between SR4 and Keller Canyon Landfill Entrance. City of Pittsburg has a fair-share portion of these funds.	Local
Lifeline Grant	Lifeline Grant	Funds intended to improve mobility for low-income residents.	Federal
Martinez AOB	Martinez Area of Benefit	Traffic mitigation fees.	Local
Measure J PBTF	Measure J Pedestrian, Bicycle and Trail Facilities Program	Funds for pedestrian, bicycle, and trail facilities.	Local
Measure J Regional	Measure J: Regional Funds	Portion of sales tax measure designated for projects of regional significance.	Local
Measure J RTS	Measure J: Return to Source Funds	Portion of sales tax measure returned to local jurisdictions to be used for transportation projects within Contra Costa County.	Local
Measure J TLC	Measure J Transportation for Livable Communities Program	Funds for projects/programs for plans and facilities that encourage more walking, bicycling and transit use.	Local
N Richmond AOB	North Richmond Area of Benefit	Traffic mitigation fees.	Local
Navy Mit	Navy Mitigation Funds	Mitigation funds from closure of Port Chicago Highway.	Local
OBAG	One Bay Area Grant Program	Grant program that focuses on transportation investments in priority development areas (PDA's).	Federal
Pacheco AOB	Pacheco (West Concord) Area of Benefit	Traffic mitigation fees.	Local

<b>Acronym</b>	<b>Full Name</b>	<b>Description</b>	<b>Type</b>
Phillips 66 funds	Conoco Phillips 66	Conoco Phillips grant program to support the community.	Local
Prop 1B	Proposition 1B	This act makes safety improvements and repairs to local streets and roads and improves seismic safety of local bridges by providing for a bond issue.	State
RMRA	Road Maintenance and Rehabilitation Account	State funding to local municipalities as a response to the decrease in gas tax revenue	State
Rich/EI Sobr AOB	Richmond/EI Sobrante Area of Benefit	Traffic mitigation fees.	Local
RSS Abatement Fund	Richmond Sanitary Service Abatement Funds	Funds appropriated for the purchase of historic markers on San Pablo Dam Road.	Local
So County AOB	South County Area of Benefit	Traffic mitigation fees.	Local
So Walnut Cr AOB	South Walnut Creek Area of Benefit	Traffic mitigation fees.	Local
SR2S	Safe Routes to School (State)	Funds emphasize construction of infrastructure to aid in safety near schools.	Federal
State Match	State Match Funds	Funds to match federally funded transportation projects.	State
STIP	State Transportation Improvement Program	Funds transportation projects on and off the State Highway System.	Federal
TDA	Transportation Development Act	Funds for construction of bicycle and pedestrian facilities.	State
TVTC Fee	Tri-Valley Transportation Development Fee	Regional traffic mitigation fees.	Local
West County AOB	West County Area of Benefit	Traffic mitigation fees.	Local

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**SECTION II**  
**Funding Sources**



## Gas Tax Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,260	\$10,425	\$17,430	\$25,490	\$ 34,415

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 116,088	\$ 4,675	\$ 9,765	\$ 17,296	\$ 14,761	\$ 15,590	\$16,800	\$18,000	\$ 19,200

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 71,398</b>	<b>\$4,675</b>	<b>\$9,765</b>	<b>\$17,296</b>	<b>\$10,501</b>	<b>\$ 9,425</b>	<b>\$ 9,795</b>	<b>\$ 9,940</b>	<b>\$10,275</b>
Alhambra Valley Road Embankment Repair	\$ 668	\$ 125	\$ 543	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bay Point Sign Upgrade Project	\$ 73	\$ 65	\$ 8	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bay Point Utility Undergrounding	\$ 366	\$ 0	\$ 366	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bel Air Trail Crossing Project	\$ 200	\$ 0	\$ 0	\$ 18	\$ 182	\$ 0	\$ 0	\$ 0	\$ 0
Blackhawk Road Bikeway Project	\$ 80	\$ 80	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)	\$ 475	\$ 40	\$ 100	\$ 80	\$ 80	\$ 105	\$ 70	\$ 0	\$ 0
Byron Highway Traffic Safety Improvements	\$ 480	\$ 0	\$ 41	\$ 440	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway & Camino Diablo Intersection Improvements	\$ 28	\$ 28	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Canal Road Bridge Replacement (Bridge No. 28C0376)	\$ 20	\$ 0	\$ 20	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Clifton Court Road Bridge Repair (Bridge No. 28C0403)	\$ 208	\$ 30	\$ 178	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contra Costa County Local Streets and Road Preservation Project	\$ 1,418	\$ 125	\$ 161	\$ 1,132	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
County-Wide Surface Treatments	\$ 48,629	\$ 1,290	\$ 5,804	\$ 6,410	\$ 8,000	\$ 8,750	\$ 8,925	\$ 9,450	\$ 9,975
County-Wide Curb Ramps	\$ 2,100	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Countywide Guardrail Upgrades	\$ 53	\$ 31	\$ 0	\$ 21	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Jersey Island Road Bridge Repair (Bridge No. 28C0405)	\$ 118	\$ 12	\$ 106	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Kirker Pass Road Northbound Truck Lane	\$ 8,946	\$ 0	\$ 250	\$ 7,860	\$ 836	\$ 0	\$ 0	\$ 0	\$ 0
Kirker Pass Road Open Grade Overlay	\$ 773	\$ 113	\$ 60	\$ 250	\$ 350	\$ 0	\$ 0	\$ 0	\$ 0
Main Street, Byron Sidewalk Improvements	\$ 6	\$ 6	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Marsh Creek Road Bridge Replacement (Bridge No. 28C141)	\$ 442	\$ 45	\$ 147	\$ 250	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Gas Tax Funds (cont.)

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Marsh Creek Road Bridge Replacement (Bridge No. 28C143 & 28C145)	\$ 1,210	\$ 200	\$ 0	\$ 220	\$ 600	\$ 190	\$ 0	\$ 0	\$ 0
Marsh Drive Bridge Replacement (Bridge No. 28C0442)	\$ 1,263	\$ 100	\$ 100	\$ 140	\$ 153	\$ 80	\$ 500	\$ 190	\$ 0
Morgan Territory Bridge Scour Repairs	\$ 243	\$ 113	\$ 130	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Morgan Territory Road - Slide/Road Repair	\$ 1,200	\$ 1,170	\$ 30	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Orwood Road Bridge Replacement Project (Bridge No. 28C0024)	\$ 30	\$ 30	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Parker Avenue Pedestrian Improvement Project	\$ 70	\$ 0	\$ 70	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Pedestrian Crossing Enhancements - Central and East County	\$ 520	\$ 153	\$ 367	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Pomona Street Pedestrian Safety Improvements	\$ 295	\$ 118	\$ 177	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Port Chicago Highway & Willow Pass Road Bike and Pedestrian Improvements	\$ 26	\$ 26	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Rio Vista Elementary School Pedestrian Connection Project	\$ 201	\$ 192	\$ 9	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
San Pablo Dam Rd Traffic Safety Improvements	\$ 124	\$ 10	\$ 10	\$ 104	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
San Pablo Dam Road Sidewalk Gap Project	\$ 203	\$ 23	\$ 110	\$ 70	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Tara Hills Pedestrian Infrastructure Project	\$ 665	\$ 245	\$ 420	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Tice Valley Linear Park	\$ 250	\$ 0	\$ 250	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Walnut Creek Crosswalk Improvements	\$ 15	\$ 5	\$ 9	\$ 1	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## State Match Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 1,600	\$ 1,600	\$ 1,600	\$ 209	\$ 309	\$ 409	\$ 509	\$ 609	\$ 709

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 700	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 1,691</b>	<b>\$ 100</b>	<b>\$ 100</b>	<b>\$ 1,491</b>	<b>\$ 0</b>				
Kirker Pass Road Northbound Truck Lane	\$ 1,691	\$ 100	\$ 100	\$ 1,491	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Measure J: Return to Source Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,400	\$ 3,800	\$ 4,200	\$ 4,600	\$ 5,000	\$ 5,400

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 2,565	\$ 565	\$ 0	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 565</b>	<b>\$ 565</b>	<b>\$ 0</b>						
Alhambra Valley Road Safety Improvements - Rancho La Boca Road to Ferndale Road	\$ 175	\$ 175	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Canal Road Bridge Replacement (Bridge No. 28C0376)	\$ 240	\$ 240	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Kirker Pass Road Northbound Truck Lane	\$ 150	\$ 150	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Measure J: Subregional Transportation Needs Funds (Regional)

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 7,020	\$ 350	\$ 3,790	\$ 2,880	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 7,020</b>	<b>\$ 350</b>	<b>\$3,790</b>	<b>\$2,880</b>	<b>\$ 0</b>				
Camino Tassajara Bike Lane Gap Closure Project: Finley Road to Windemere Parkway	\$ 1,000	\$ 0	\$ 1,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Danville Blvd/Orchard Ct Complete Streets Improvements	\$ 1,358	\$ 88	\$ 390	\$ 880	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Kirker Pass Road Northbound Truck Lane	\$ 4,662	\$ 262	\$ 2,400	\$ 2,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Federal, State, and Regional Grant Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 65,177	\$ 9,190	\$ 7,602	\$ 17,957	\$ 11,865	\$ 2,653	\$ 14,100	\$ 1,810	\$ 0

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 65,177</b>	<b>\$9,190</b>	<b>\$7,602</b>	<b>\$17,957</b>	<b>\$11,865</b>	<b>\$2,653</b>	<b>\$14,100</b>	<b>\$1,810</b>	<b>\$ 0</b>
Alhambra Valley Road Safety Improvements - Rancho La Boca Road to Ferndale Road	\$ 500	\$ 500	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bailey Road/State Route 4 Interchange Pedestrian & Bicycle Improvement Project	\$ 4,080	\$ 255	\$ 445	\$ 3,380	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bay Point Sign Upgrade Project	\$ 408	\$ 10	\$ 398	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bel Air Trail Crossing Project	\$ 100	\$ 32	\$ 58	\$ 10	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Blackhawk Road Bikeway Project	\$ 100	\$ 0	\$ 100	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway / Byer Road Safety Improvements	\$ 617	\$ 109	\$ 0	\$ 0	\$ 508	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)	\$ 12,880	\$ 60	\$ 400	\$ 520	\$ 595	\$ 705	\$ 10,600	\$ 0	\$ 0
Byron Highway Traffic Safety Improvements	\$ 495	\$ 59	\$ 13	\$ 423	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway & Camino Diablo Intersection Improvements	\$ 900	\$ 900	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Canal Road Bridge Replacement (Bridge No. 28C0376)	\$ 2,000	\$ 1,850	\$ 150	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Contra Costa County Local Streets and Road Preservation Project	\$ 4,327	\$ 0	\$ 0	\$ 4,327	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Countywide Guardrail Upgrades	\$ 1,293	\$ 100	\$ 54	\$ 1,140	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Danville Blvd/Orchard Ct Complete Streets Improvements	\$ 2,718	\$ 200	\$ 150	\$ 135	\$ 2,233	\$ 0	\$ 0	\$ 0	\$ 0
Fred Jackson Way, First mile/Last Mile Connection Project	\$ 4,232	\$ 40	\$ 355	\$ 508	\$ 3,329	\$ 0	\$ 0	\$ 0	\$ 0
Kirker Pass Road Northbound Truck Lane	\$ 2,650	\$ 0	\$ 0	\$ 2,650	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Kirker Pass Road Open Grade Overlay	\$ 1,343	\$ 0	\$ 0	\$ 0	\$ 1,343	\$ 0	\$ 0	\$ 0	\$ 0
Marsh Creek Road Traffic Safety Improvements	\$ 1,232	\$ 176	\$ 0	\$ 1,056	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Marsh Creek Road Bridge Replacement (Bridge No. 28C141)	\$ 5,199	\$ 1,044	\$ 2,805	\$ 1,350	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Federal, State, and Regional Grant Funds (cont.)

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Marsh Drive Bridge Replacement (Bridge No. 28C0442)	\$ 7,495	\$ 250	\$ 350	\$ 440	\$ 457	\$ 688	\$ 3,500	\$ 1,810	\$ 0
Morgan Territory Road - Slide/Road Repair	\$ 2,730	\$ 2,730	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Orwood Road Bridge Replacement Project (Bridge No. 28C0024)	\$ 150	\$ 150	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Pacheco Blvd Sidewalk Gap Closure Phase III	\$ 619	\$ 0	\$ 619	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Parker Avenue Pedestrian Improvement Project	\$ 100	\$ 45	\$ 55	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Port Chicago Highway & Willow Pass Road Bike and Pedestrian Improvements	\$ 93	\$ 93	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Rio Vista Elementary School Pedestrian Connection Project	\$ 600	\$ 40	\$ 560	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Rodeo Downtown Infrastructure Project	\$ 470	\$ 0	\$ 470	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
San Pablo Dam Rd Traffic Safety Improvements	\$ 761	\$ 71	\$ 47	\$ 644	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
San Pablo Dam Road Sidewalk Gap Project	\$ 597	\$ 91	\$ 0	\$ 505	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Walnut Creek Crosswalk Improvements	\$ 268	\$ 36	\$ 43	\$ 189	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Other Local Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 17,544	\$ 2,560	\$ 3,346	\$ 4,632	\$ 6,836	\$ 170	\$ 0	\$ 0	\$ 0

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 17,544</b>	<b>\$2,560</b>	<b>\$3,346</b>	<b>\$4,632</b>	<b>\$6,836</b>	<b>\$ 170</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)	\$ 341	\$ 40	\$ 15	\$ 35	\$ 81	\$ 170	\$ 0	\$ 0	\$ 0
Byron Highway Traffic Safety Improvements	\$ 1,670	\$ 0	\$ 0	\$ 1,670	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway & Camino Diablo Intersection Improvements	\$ 1,214	\$ 1,214	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Camino Tassajara Bike Lane Gap Closure Project: Finley Road to Windemere Parkway	\$ 1,250	\$ 0	\$ 1,250	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Camino Tassajara Safety Improvements - S of Windemere Pky to County Line	\$ 11,232	\$ 500	\$ 1,050	\$ 2,927	\$ 6,755	\$ 0	\$ 0	\$ 0	\$ 0
Main Street, Byron Sidewalk Improvements	\$ 418	\$ 418	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Morgan Territory Bridge Scour Repairs	\$ 360	\$ 80	\$ 280	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Rodeo Downtown Infrastructure Project	\$ 573	\$ 233	\$ 340	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Tice Valley Linear Park	\$ 487	\$ 75	\$ 412	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Alamo Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 625	\$ 680	\$ 735	\$ 790	\$ 845	\$ 855	\$ 890	\$ 945	\$ 1,000

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 420	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 100</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 25</b>	<b>\$ 5</b>	<b>\$ 5</b>
Alamo AOB Admin	\$ 100	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 25	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Bay Point Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 650	\$ 670	\$ 685	\$ 620	\$ 645	\$ 625	\$ 650	\$ 675	\$ 700

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 210	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30	\$ 30

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 185</b>	<b>\$ 10</b>	<b>\$ 15</b>	<b>\$ 95</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>
Bailey Road/State Route 4 Interchange Pedestrian & Bicycle Improvement Project	\$ 105	\$ 5	\$ 10	\$ 90	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Bay Point AOB Admin	\$ 80	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Bethel Island Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 326	\$ 331	\$ 336	\$ 341	\$ 346	\$ 306	\$ 311	\$ 316	\$ 321

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 70	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10	\$ 10

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 80</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>
Bethel Island AOB Admin	\$ 80	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Briones Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 514	\$ 510	\$ 506	\$ 457	\$ 453	\$ 449	\$ 445	\$ 441	\$ 437

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 7	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 80</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>				
Briones AOB Administration	\$ 80	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Central County Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 3,142	\$ 3,212	\$ 3,237	\$ 3,307	\$ 3,377	\$ 3,447	\$ 3,517	\$ 3,542	\$ 3,612

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 525	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75	\$ 75

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 125</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>
Central County AOB Admin	\$ 125	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Discovery Bay Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance**	\$ 2,767	\$ 2,684	\$ 2,562	\$ 2,484	\$ 2,484	\$ 2,484	\$ 2,439	\$ 2,439	\$ 2,444

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 35	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 362</b>	<b>\$ 87</b>	<b>\$ 127</b>	<b>\$ 83</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 0</b>
Byron Highway / Byer Road Safety Improvements	\$ 237	\$ 37	\$ 122	\$ 78	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Discovery Bay AOB Administration	\$ 125	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 0

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

\*\* Account Balance to be adjusted with Discovery Bay West due to computer error.

## East County (Regional) Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 3,342	\$ 3,226	\$ 2,760	\$ 2,936	\$ 2,954	\$ 3,199	\$ 3,444	\$ 3,644	\$ 3,889

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 1,750	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 1,447</b>	<b>\$ 366</b>	<b>\$ 715</b>	<b>\$ 74</b>	<b>\$ 232</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>
Byron Highway / Byer Road Safety Improvements	\$ 291	\$ 0	\$ 0	\$ 64	\$ 227	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway & Camino Diablo Intersection Improvements	\$ 223	\$ 223	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
East County AOB Admin	\$ 125	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5
Marsh Creek Road Traffic Safety Improvements	\$ 178	\$ 38	\$ 135	\$ 5	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Marsh Creek Road Bridge Replacement (Bridge No. 28C141)	\$ 360	\$ 100	\$ 260	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Marsh Creek Road Bridge Replacement (Bridge No. 28C143 & 28C145)	\$ 270	\$ 0	\$ 270	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Hercules/Rodeo/Crockett Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 46	\$ 42	\$ 43	\$ 44	\$ 40	\$ 36	\$ 37	\$ 38	\$ 38

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 7	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 0

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 15</b>	<b>\$ 5</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>
Hercules/Rodeo/Crockett AOB Admin	\$ 15	\$ 5	\$ 0	\$ 0	\$ 5	\$ 5	\$ 0	\$ 0	\$ 0

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Martinez Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 2,320	\$ 2,503	\$ 2,616	\$ 2,811	\$ 3,006	\$ 3,201	\$ 3,296	\$ 3,346	\$ 3,441

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 1,200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 100	\$ 100	\$ 100

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 174</b>	<b>\$ 17</b>	<b>\$ 87</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>
Martinez AOB Administration	\$ 130	\$ 10	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5
Pacheco Blvd Sidewalk Gap Closure Phase III	\$ 44	\$ 7	\$ 37	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## North Richmond Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 1,078	\$ 744	\$ 640	\$ 1,135	\$ 1,380	\$ 1,430	\$ 1,475	\$ 1,520	\$ 1,565

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 952	\$ 1	\$ 1	\$ 500	\$ 250	\$ 100	\$ 50	\$ 50	\$ 50

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 510</b>	<b>\$ 335</b>	<b>\$ 105</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>
Fred Jackson Way, First Mile/Last Mile Connection Project	\$ 430	\$ 330	\$ 100	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
North Richmond AOB Admin	\$ 80	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Pacheco (West Concord) Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 437	\$ 392	\$ 392	\$ 392	\$ 392	\$ 392	\$ 347	\$ 347	\$ 347

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 35	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 125</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>
Pacheco AOB Admin	\$ 125	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Richmond/El Sobrante Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 367	\$ 377	\$ 342	\$ 352	\$ 362	\$ 372	\$ 382	\$ 347	\$ 357

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 105	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 125</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>	<b>\$ 5</b>
Richmond/El Sobrante AOB Administration	\$ 125	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## South County Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 2,912	\$ 2,637	\$ 2,423	\$ 2,473	\$ 2,568	\$ 2,663	\$ 2,758	\$ 2,853	\$ 2,903

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 700	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 759</b>	<b>\$ 375</b>	<b>\$ 314</b>	<b>\$ 50</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 5</b>	<b>\$ 50</b>
Camino Tassajara Bike Lane Gap Closure Project: Finley Road to Windemere Parkway	\$ 679	\$ 370	\$ 309	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
South County AOB Admin	\$ 80	\$ 5	\$ 5	\$ 50	\$ 5	\$ 5	\$ 5	\$ 5	\$ 50

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## South Walnut Creek Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 295	\$ 124	\$ 83	\$ 93	\$ 108	\$ 123	\$ 123	\$ 123	\$ 123

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 75	\$ 15	\$ 15	\$ 15	\$ 15	\$ 15	\$ 0	\$ 0	\$ 0

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 247</b>	<b>\$ 186</b>	<b>\$ 57</b>	<b>\$ 5</b>	<b>\$ 0</b>				
South Walnut Creek AOB Admin	\$ 15	\$ 5	\$ 5	\$ 5	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Tice Valley Linear Park	\$ 232	\$ 181	\$ 52	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## West County Area of Benefit

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 46	\$ 44	\$ 47	\$ 15	\$ 18	\$ 21	\$ 24	\$ 27	\$ 30

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 56	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8	\$ 8

Estimated Project Expenditures * (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 75</b>	<b>\$ 10</b>	<b>\$ 5</b>	<b>\$ 40</b>	<b>\$ 5</b>				
West County AOB Administration	\$ 75	\$ 10	\$ 5	\$ 40	\$ 5	\$ 5	\$ 5	\$ 5	\$ 5

\* Please note that only fully funded projects are listed under expenditures. Also refer to Appendix D

## Discovery Bay West Mitigation Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance *	\$ 7,342	\$ 1,119	\$ 1,139	\$ 1,159	\$ 1,179	\$ 1,199	\$ 1,219	\$ 1,239	\$ 1,259

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 140	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20	\$ 20

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 6,243</b>	<b>\$ 6,243</b>	<b>\$ 0</b>						
Balfour Road Shoulder Widening - Sellers Avenue and Bixler Road	\$ 5,643	\$ 5,643	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Byron Highway & Camino Diablo Intersection Improvements	\$ 600	\$ 600	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

\* Account Balance to be adjusted with Discovery Bay AOB due to computer error.

## Keller Canyon Landfill Mitigation Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 1,554	\$ 1,301	\$ 528	\$ 555	\$ 582	\$ 609	\$ 636	\$ 663	\$ 690

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 189	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27	\$ 27

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 1,080</b>	<b>\$ 280</b>	<b>\$ 800</b>	<b>\$ 0</b>					
Bailey Road Overlay Project - State Route 4 to Keller Canyon Landfill Entrance	\$ 1,080	\$ 280	\$ 800	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

## Navy Mitigation Funds

End of Year Cash Balance (in 1,000's of Dollars)	End of FY 16/17 Balance	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
End of Year Balance	\$ 5,560	\$ 5,510	\$ 5,451	\$ 5,221	\$ 5,221	\$ 5,221	\$ 5,221	\$ 5,221	\$ 5,221

Projected Revenue (in 1,000's of Dollars)	Revenue Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Projected Revenue	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Estimated Project Expenditures (in 1,000's of Dollars)	Expenditure Total	FISCAL YEAR (F.Y.)							
		FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
<b>Total of All Projects</b>	<b>\$ 339</b>	<b>\$ 50</b>	<b>\$ 59</b>	<b>\$ 230</b>	<b>\$ 0</b>				
Bay Point Utility Undergrounding	\$ 339	\$ 50	\$ 59	\$ 230	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0



## **SECTION III**

### **Capital Road Projects by District**



## **INTRODUCTION TO CAPITAL ROAD PROJECTS**

This section contains the projects, project descriptions, and proposed funding schedule. This CRIPP version will sort the projects by County Board of Supervisor Districts (District). An alphabetized master list is provided on the following page with District references. An alternate method to finding a project if you know which District you are interested in is to go to the individual tabbed District.

Each tabbed District is organized in the following manner:

- 1) An **Active Project Overview Map** of each District gives a quick reference to locate active projects.
  - a. Please note Underfunded projects are not shown here.
  
- 2) A **master list of active and underfunded projects** within the District (excluding countywide project) with project descriptions allows the reader to view the active projects and check to see if there are any other follow-on underfunded projects along the same street.
  - a. The active project will have associated page dedicated to project descriptions, funding schedule, and the type of project.
  - b. Underfunded projects have a project description and serve as a placeholder in the project list until funding is available. This also serves as a reminder that a capital project is desired at a particular location. The public view these projects as future projects.
  
- 3) **Active project sheets** will have a project descriptions and funding schedule. In support of the Road Program Strategic Plan 2017, these projects are categorized into four groups.
  - a. **Safety projects** are projects based heavily on reducing collisions. Most projects will have some type of safety aspect. However if the project focus did not originate with vehicular/pedestrian collision reduction, it is likely not a safety project. Pedestrian enhancements and other non-vehicular safety projects will be listed under Accessibility projects.
  - b. **Reliability projects** are projects to improve or sustain a rating index. This will include pavement condition index (PCI), Bridge Sufficiency rating, Bridge Health Index, and Culvert Condition Index (under development). Projects will typically include pavement projects and bridge projects.
  - c. **Efficiency projects** are projects generated from level of service studies, from roadway capacity issues, or from traffic signal warrants. Level of service studies are usually found in Area of Benefit studies. These projects tend to be more

costly to design and construct since these are more systematic improvement than a localized improvement.

- d. **Accessibility projects** are ADA upgrades, pedestrian and bicycle improvements, and pedestrian flashers. Complete street projects are usually placed in this category.

4) The section for **County-Wide Projects** is located after District V. These projects are on-going programs that vary from year to year and from District to District. For example, a County-Wide Curb Ramp project may focus and upgrade curb ramps to be ADA compliant in one area of the County. The following year the program will focus on another area of the County. There are three projects currently listed under this category:

- a. County-Wide Curb Ramp Project
- b. County-Wide Guardrail Project
- c. County-Wide (Pavement) Surface Treatment Project.

5) Below is the **complete project list** which includes Active and Underfunded projects and its associated Board of Supervisor District location.

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Alhambra Valley Road Embankment Repair</b>	1	Active
<b>Alhambra Valley Road Safety Improvements</b>	5	Underfunded
<b>Alhambra Valley Road Slide Repair – 0.4 miles west of Bear Creek Road</b>	1	Active
<b>Alhambra Valley Road Slide Repair – 0.7 miles west of Castro Ranch Road</b>	1	Underfunded
<b>Alves Lane Extension - Willow Pass Road to Pacifica Avenue</b>	5	Underfunded
<b>Appian Way &amp; Pebble Drive Traffic Signal and Safety Improvements</b>	1	Underfunded
<b>Appian Way Complete Streets Project - San Pablo Dam Road to Valley View Road</b>	1	Underfunded
<b>Appian Way Complete Streets Project - Valley View Road to Pinole City Limits</b>	1	Underfunded
<b>Arlington Boulevard &amp; Amherst Avenue &amp; Sunset Drive Intersection Improvements</b>	1	Underfunded
<b>Ayers Road &amp; Concord Boulevard Intersection Improvements</b>	4	Underfunded
<b>Ayers Road &amp; Laurel Avenue Intersection Improvements</b>	4	Underfunded
<b>Bailey Road &amp; Myrtle Drive Intersection Improvements</b>	4	Underfunded
<b>Bailey Road Improvements - Myrtle Drive to Concord City Limits</b>	4	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Bailey Road Overlay Project</b>	5	Active
<b>Bailey Road Pedestrian &amp; Bicycle Improvements - Canal Road to Willow Pass Road</b>	5	Underfunded
<b>Bailey Road/SR 4 Interchange Improvements</b>	5	Active
<b>Balfour Road &amp; Byron Highway Intersection Improvements</b>	3	Underfunded
<b>Balfour Road Shoulder Widening - Deer Valley Road to Brentwood City Limits</b>	3	Underfunded
<b>Balfour Road Shoulder Widening - Sellers Ave to Bixler Road</b>	3	Active
<b>Bay Point Sign Upgrade Project</b>	5	Active
<b>Bay Point Utility Undergrounding Project</b>	5	Active
<b>Bear Creek Road &amp; Happy Valley Road Intersection Improvements</b>	1, 2	Underfunded
<b>Bel Air Trail Crossing Safety Improvements</b>	5	Active
<b>Bella Vista Infrastructure Improvements</b>	5	Underfunded
<b>Bethel Island Road Widening - Wells Lane to Sandmound Boulevard</b>	3	Underfunded
<b>Bethel Island Road &amp; Sandmound Road Intersection Improvements</b>	3	Underfunded
<b>Bixler Road Improvements - SR 4 to Byer Road</b>	3	Underfunded
<b>Blackhawk Road Bikeway Project</b>	3	Active
<b>Boulevard Way Bicycle and Pedestrian Project</b>	2	Underfunded
<b>Brookside Drive Widening – Fred Jackson Way to Union Pacific Railroad</b>	1	Underfunded
<b>Buskirk Avenue Improvements - Treat Blvd to Pleasant Hill City Limits</b>	4	Underfunded
<b>Byer Road Improvements - Bixler Road to Byron Highway</b>	3	Underfunded
<b>Byron Highway / Byer Road Safety Improvements</b>	3	Active
<b>Byron Highway / SR4 / Point of Timber Intersection Improvements</b>	3	Underfunded
<b>Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)</b>	3	Active
<b>Byron Highway Safety Improvements (Various Locations)</b>	3	Underfunded
<b>Byron Highway Traffic Safety Improvements</b>	3	Active
<b>Byron Highway Widening - Camino Diablo to the Alameda County Line</b>	3	Underfunded
<b>Byron Highway Widening - Chestnut Street to SR 4</b>	3	Underfunded
<b>Byron Highway Widening - Delta Road to Chestnut Street</b>	3	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Byron Highway Widening - SR 4 to Camino Diablo</b>	3	Underfunded
<b>Camino Diablo Widening - Vasco Road to Byron Highway</b>	3	Underfunded
<b>Camino Tassajara Bike Lane Gap Closure Project</b>	3	Active
<b>Camino Tassajara Safety Improvements (Various Locations)</b>	3	Underfunded
<b>Camino Tassajara Safety Improvements, Windemere Parkway to Alameda County Line</b>	3	Active
<b>Castro Ranch Road Widening - San Pablo Dam Road to Olinda Road</b>	1	Underfunded
<b>Center Avenue Bicycle and Pedestrian Improvements - Pacheco Boulevard to Marsh Drive</b>	5	Underfunded
<b>Castro Ranch Road Widening - San Pablo Dam Road to Olinda Road</b>	1	Underfunded
<b>Center Avenue Bicycle and Pedestrian Improvements - Pacheco Boulevard to Marsh Drive</b>	5	Underfunded
<b>Central Street Complete Street - Brookside Drive and Pittsburg Avenue</b>	1	Underfunded
<b>Chesley Avenue Traffic Calming - Fred Jackson Way and AOB Boundary</b>	1	Underfunded
<b>Chestnut Street Widening - Sellers Avenue to Byron Highway</b>	3	Underfunded
<b>Clifton Court Road Bridge Repair (Bridge No. 28C0403)</b>	3	Active
<b>Clipper Drive Improvements - Newport Drive to Discovery Bay Boulevard</b>	3	Underfunded
<b>Colusa Avenue Complete Streets Project</b>	1	Underfunded
<b>Concord Avenue Shared Use Path</b>	4	Underfunded
<b>Crockett Area Overlays &amp; Reconstruction Project</b>	5	Underfunded
<b>Cummings Skyway Truck Lane Extension</b>	5	Underfunded
<b>Danville Blvd &amp; Hemme Avenue Intersection Improvements</b>	2	Underfunded
<b>Danville Blvd/Orchard Court Complete Streets Improvements</b>	2	Active
<b>Deer Valley Road Safety Improvements (Various Locations)</b>	3	Underfunded
<b>Del Monte Drive Bridge Replacement (Bridge No. 28C0207)</b>	1	Underfunded
<b>Delta Road Widening - Byron Highway to Holland Tract Road</b>	3	Underfunded
<b>Delta Road Widening - Sellers Avenue to Byron Highway</b>	3	Underfunded
<b>Dewing Lane Pedestrian Bridge</b>	2	Underfunded
<b>Discovery Bay Boulevard &amp; Clipper Drive Intersection Improvements</b>	3	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Driftwood Drive Improvements - Port Chicago Highway to Pacifica Avenue</b>	5	Underfunded
<b>El Portal Drive Widening - San Pablo City Limits to San Pablo Dam Road</b>	1	Underfunded
<b>Evora Road &amp; Willow Pass Road Intersection Improvements</b>	5	Underfunded
<b>Fish Ranch Road Safety Improvements - SR 24 to Grizzly Peak Road</b>	2	Underfunded
<b>Fred Jackson Way Complete Streets Project - Between Chesley and Parr Boulevard</b>	1	Underfunded
<b>Fred Jackson Way Complete Streets Project – Intersection with Chesley Avenue</b>	1	Underfunded
<b>Fred Jackson Way, First mile/Last Mile Connection Project</b>	1	Active
<b>Fred Jackson Way/Goodrick Avenue Realignment</b>	1	Underfunded
<b>Gateway Road Widening - Bethel Island Road to Piper Road</b>	3	Underfunded
<b>Goodrick Avenue – Fred Jackson Way to AOB Boundary</b>	1	Underfunded
<b>Hemme Avenue Sidewalk Improvements between La Sonoma Way to Barbee Lane</b>	2	Underfunded
<b>Highland Road Improvements - Camino Tassajara to Alameda County Line</b>	3	Underfunded
<b>Iron Horse Trail Flashers</b>	2, 4	Underfunded
<b>Jersey Island Road Bridge Repair (Bridge No. 28C0405)</b>	3	Active
<b>Kirker Pass Road Northbound Runaway Truck Ramp</b>	5	Underfunded
<b>Kirker Pass Road Northbound Truck Lane</b>	4, 5	Active
<b>Kirker Pass Road Open Grade Overlay</b>	4, 5	Active
<b>Kirker Pass Road Southbound Truck Lanes</b>	5	Underfunded
<b>Knightsen Avenue &amp; Delta Road Intersection Improvements</b>	3	Underfunded
<b>Knightsen Avenue Widening - East Cypress Road to Delta Road</b>	3	Underfunded
<b>Knightsen Avenue/Eden Plains Road Widening - Delta Road to Chestnut Street</b>	3	Underfunded
<b>La Paloma Road Pedestrian and Roadway Improvements</b>	1	Underfunded
<b>Las Juntas Way &amp; Coggins Drive Intersection Improvements</b>	4	Underfunded
<b>Local Road Pedestrian and Bicycle Upgrade at Benicia Bridge</b>	5	Underfunded
<b>Local Streets and Roads Preservation Project</b>	1, 3	Active
<b>Loftus Road Pedestrian Improvements - Canal Road to Willow Pass Road</b>	5	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Market Avenue Complete Streets - Fred Jackson Way to 7th Street</b>	1	Underfunded
<b>Marsh Creek Road &amp; Camino Diablo Intersection Improvements</b>	3	Underfunded
<b>Marsh Creek Road &amp; Deer Valley Road Intersection Improvements</b>	3	Underfunded
<b>Marsh Creek Road Bridge Replacement (Bridge No. 28C141)</b>	3	Active
<b>Marsh Creek Road Bridge Replacement (Bridge No. 28C143 &amp; 28C145)</b>	3	Active
<b>Marsh Creek Road Improvements</b>	3	Underfunded
<b>Marsh Creek Road Traffic Safety Improvements</b>	3, 4	Active
<b>Marsh Creek Road Realignment &amp; Safety Improvements (Various Locations)</b>	3, 4	Underfunded
<b>Marsh Creek Trail</b>	3, 4	Underfunded
<b>Marsh Drive Bridge Replacement (Bridge No. 28C0442)</b>	4	Active
<b>Marsh Drive Improvements - Center Avenue to Walnut Creek Bridge</b>	4, 5	Underfunded
<b>Mayhew Way Bicycle and Pedestrian Improvements - 200' west of Oberon Drive to Bancroft Road</b>	4	Underfunded
<b>McNabney Marsh Open Space Connection to Waterfront Road</b>	5	Underfunded
<b>Miranda Ave Improvements - Stone Valley Road to Stone Valley Middle School</b>	2	Underfunded
<b>Mitchell Canyon Road Bike Lanes</b>	4	Underfunded
<b>Morgan Territory Bridge Scour Repairs</b>	3	Active
<b>Morgan Territory Road Safety Improvements</b>	3	Underfunded
<b>Mountain View Boulevard Pedestrian Improvements - San Miguel Drive to Walnut Boulevard</b>	4	Underfunded
<b>Newell Avenue Area Pavement Rehabilitation</b>	2	Underfunded
<b>Norris Canyon Road Safety Improvements - Ashbourne Drive to Alameda County Limits</b>	2	Underfunded
<b>North Richmond Area Infrastructure Improvements</b>	1	Underfunded
<b>North Richmond Sidewalk Replacement</b>	1	Underfunded
<b>North Richmond Truck Route - Parr Boulevard to Market Avenue</b>	1	Underfunded
<b>North Walnut Creek/Pleasant Hill Area Pavement Rehabilitation</b>	2, 4	Underfunded
<b>Olinda Road Pedestrian Improvements - Valley View Road to 850 feet south of Valley View Road</b>	1	Underfunded
<b>Olympic Boulevard &amp; Boulevard Way &amp; Tice Valley Boulevard Intersection Improvements</b>	2	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Olympic Corridor Pedestrian and Bicycle Improvements - Long Term</b>	2	Underfunded
<b>Olympic Corridor Pedestrian and Bicycle Improvements - Short Term</b>	2	Underfunded
<b>Pacheco Boulevard &amp; Center Avenue Intersection Improvements</b>	5	Underfunded
<b>Pacheco Boulevard &amp; Muir Road Intersection Improvements</b>	5	Underfunded
<b>Pacheco Boulevard &amp; North Buchanan Circle Intersection Improvements</b>	5	Underfunded
<b>Pacheco Boulevard Bicycle Improvements - Arnold Drive to Muir Road</b>	5	Underfunded
<b>Pacheco Boulevard Improvements - Morello Avenue to Blum Road</b>	5	Underfunded
<b>Pacheco Boulevard Sidewalk Phase III/Culvert Extension</b>	5	Active
<b>Pacifica Avenue Bridge Replacement (Bridge No. 28C0379)</b>	5	Underfunded
<b>Pacifica Avenue Extension - Port Chicago Highway to Alves Lane</b>	5	Underfunded
<b>Parker Avenue Pedestrian Improvement Project</b>	5	Active
<b>Parr Boulevard Complete Street Project – Richmond Parkway to Union Pacific Railroad</b>	1	Underfunded
<b>Pedestrian and Bicycle Improvements on Livorna Road, Stone Valley Road, and Danville Boulevard</b>	2	Underfunded
<b>Pedestrian Crossing Enhancements - Central &amp; East County</b>	2, 3, 4, 5	Active
<b>Pedestrian Improvements near Rodeo Hills Elementary School</b>	5	Underfunded
<b>Pedestrian Safety Improvements at Stone Valley Middle and Rancho Romero School</b>	2	Underfunded
<b>Pinehurst Road Bicycle Improvements</b>	2	Underfunded
<b>Piper Road Widening - Gateway Road to Willow Road</b>	3	Underfunded
<b>Pitt Way Roadway Improvements</b>	1	Underfunded
<b>Pittsburg Avenue Intersection Improvements</b>	1	Underfunded
<b>Pittsburg Avenue Widening - Fred Jackson Way to Richmond Parkway</b>	1	Underfunded
<b>Pleasant Hill BART Station Bicycle and Pedestrian Access</b>	4	Underfunded
<b>Pleasant Hill Road &amp; Taylor Boulevard Bicycle and Pedestrian Intersection Improvements</b>	5	Underfunded
<b>Pleasant Hill Road Bicycle Improvements - Geary Road to Taylor Boulevard</b>	2	Underfunded
<b>Pleasant Hill Road Bridge Replacement</b>	2, 5	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Pomona Street Pedestrian Safety Improvement Project - Phase II</b>	5	Active
<b>Pomona Street/Winslow Avenue/Carquinez Scenic Drive Safety Alignment Study</b>	5	Underfunded
<b>Port Chicago Highway Bicycle and Pedestrian Improvements - Driftwood Drive to McAvoy Road</b>	5	Underfunded
<b>Port Chicago Highway Realignment Project - McAvoy Road to Pacifica Avenue</b>	5	Underfunded
<b>Port Chicago Hwy Realignment Project - McAvoy Road to Skipper Road</b>	5	Underfunded
<b>Reliez Valley Road Bicycle Improvements - North of Grayson Road to Withers Avenue</b>	2, 4, 5	Underfunded
<b>Rio Vista Elementary School Pedestrian Connection Project</b>	5	Active
<b>Rodeo Downtown Infrastructure</b>	5	Active
<b>Rudgear Road &amp; San Miguel Drive Intersection Improvements</b>	4	Underfunded
<b>Rudgear Road/San Miguel/Walnut Boulevard/Mountain View Boulevard Safety Improvements</b>	4	Underfunded
<b>San Miguel Drive Bicycle and Pedestrian Improvements</b>	4	Underfunded
<b>San Pablo Avenue Complete Streets Project - Rodeo to Crockett</b>	5	Underfunded
<b>San Pablo Dam Road &amp; Greenridge Drive Signal Improvements</b>	1	Underfunded
<b>San Pablo Dam Road Bicycle and Pedestrian Improvements - Tri Lane to Appian Way</b>	1	Underfunded
<b>San Pablo Dam Road Improvements</b>	1	Underfunded
<b>San Pablo Dam Road Sidewalk Gap Project</b>	1	Active
<b>San Pablo Dam Road Traffic Safety Improvements</b>	1	Active
<b>Sandmound Boulevard Improvements - Mariner Road to Cypress Road</b>	3	Underfunded
<b>Sandmound Boulevard Widening - Oakley City Limits to Mariner Road</b>	3	Underfunded
<b>Sellers Avenue &amp; Balfour Road Intersection Improvements</b>	3	Underfunded
<b>Sellers Avenue &amp; Chestnut Avenue Intersection Improvements</b>	3	Underfunded
<b>Sellers Avenue &amp; Marsh Creek Road Intersection Improvements</b>	3	Underfunded
<b>Sellers Avenue &amp; Sunset Road Intersection Improvements</b>	3	Underfunded
<b>Sellers Avenue Widening - Delta Road to Chestnut Street</b>	3	Underfunded

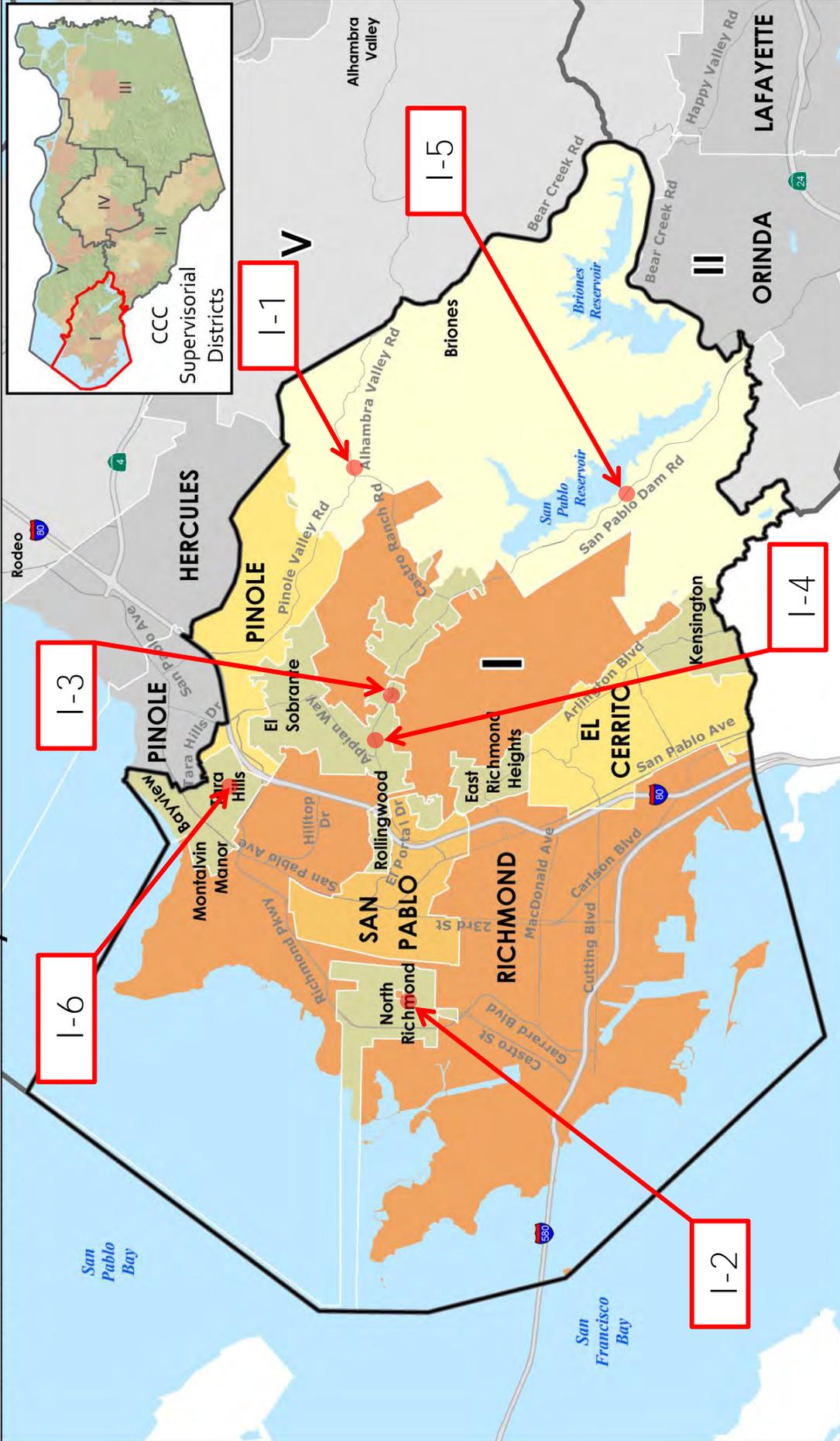
<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Sellers Avenue Widening – Main Canal to Marsh Creek Road</b>	3	Underfunded
<b>Seventh Street Extension to Brookside Drive</b>	1	Underfunded
<b>Springbrook Road Bicycle and Pedestrian Improvements</b>	2	Underfunded
<b>SR 4 &amp; Byron Highway South Intersection Widening (Phase 2)</b>	3	Underfunded
<b>SR 4 &amp; Newport Drive Signal</b>	3	Underfunded
<b>SR 4 Widening - Bixler Road to Discovery Bay Boulevard</b>	3	Underfunded
<b>SR 4 Widening - Byron Highway and Regetta Drive</b>	3	Underfunded
<b>SR239/Trilink: Vasco Road-Byron Airport Connector</b>	3	Underfunded
<b>Sunset Road Widening - Sellers Avenue to Byron Highway</b>	3	Underfunded
<b>Tara Hills Drive Complete Streets Project</b>	1	Underfunded
<b>Tara Hills Pedestrian Infrastructure Project</b>	1	Active
<b>Tice Valley Boulevard Bicycle and Pedestrian Improvements</b>	2	Underfunded
<b>Tice Valley Linear Park</b>	2	Active
<b>Treat Boulevard &amp; Buskirk Avenue Intersection Improvements</b>	4	Underfunded
<b>Treat Boulevard &amp; Jones Road Intersection Improvements</b>	4	Underfunded
<b>Treat Boulevard Bicycle and Pedestrian Improvements – I-680 Overcrossing to Jones Road</b>	4	Underfunded
<b>Treat Boulevard Bicycle Improvements - Jones Road to Walnut Creek City Limits</b>	4	Underfunded
<b>Valley View Road Widening - San Pablo Dam Road to Appian Way</b>	1	Underfunded
<b>Vasco Road / Camino Diablo Intersection Improvements</b>	3	Underfunded
<b>Vasco Road Safety Improvements (Phase 2)</b>	3	Underfunded
<b>Verde Elementary School Secondary Access</b>	1	Underfunded
<b>Walnut Boulevard Bicycle Improvements - Marsh Creek Road to Vasco Road</b>	3	Underfunded
<b>Walnut Boulevard Pedestrian Improvements - View Lane to 250' west of Walnut Court</b>	4	Underfunded
<b>Walnut Creek Crosswalk Improvements</b>	2, 4	Active
<b>Waterfront Road Grade Change Project</b>	5	Underfunded
<b>Willow Pass Road &amp; Bailey Road Intersection Improvements</b>	5	Underfunded
<b>Willow Pass Road (West) &amp; SR 4 Interchange Improvements</b>	5	Underfunded
<b>Willow Pass Road Improvements - Bailey Road to Pittsburg City Limits</b>	5	Underfunded

<b>COMPLETE PROJECT LIST (in alphabetical order)</b>	<b>District #</b>	<b>Active or Underfunded</b>
<b>Willow Pass Road Improvements – Evora Road to SR4</b>	5	Underfunded

# Board of Supervisor District I

# Contra Costa County

## Supervisor District I



## 2018 CRIPP – Active Project Map

- Note:
- 1) Projects are identified with Supervisor District number and project number for its District.
  - 2) County-wide Projects are not shown on this map.
  - 3) District I contains 121.96 miles of the 666.16 miles of County maintained roadway.



## CRIPP PROJECT DESCRIPTIONS FOR DISTRICT 1

**ACTIVE PROJECTS** – These projects are fully funded and are either in the design phase or will be constructed in the near future.

- I-1) **Alhambra Valley Road Embankment Repair** – This project is to repair the embankment that supports Alhambra Valley Road. The site is approximately 0.4 miles west of Bear Creek Road. The rural two-lane road has been reduced to one-lane of traffic. The proposed plan is to re-establish the two lane roadway and widen the roadway to have roadway shoulders. This may also include realigning the roadway to improve driver sightline and remove/reduce the blind curve at the east end of the project. Project is scheduled for construction in 2019. **Gas Tax Funds is the main funding source.**
  
- I-2) **Fred Jackson Way First Mile/Last Mile Connection Project** – This project is to construct sidewalk improvements along Fred Jackson Way from Brookside Drive to Grove Avenue. Construction is expected in FY2020. Funding Sources include the Federal Active Transportation Program (ATP), Transportation for Livable Communities (TLC), State Coastal Conservancy, and North Richmond AOB funds. This project was formerly named Fred Jackson Way Improvements – Grove Avenue to Brookside Drive.
  
- I-3) **Local Streets and Roads Preservation Project** – This project is a road preservation project for over 3 miles of San Pablo Dam Road from El Portal Drive to Tri Lane. **This project will grind the top 0.17' of roadway and replace it in-kind with new asphalt.** Construction is scheduled in 2019. Funding sources include the One Bay Area Grant (OBAG) and Gas Tax Funds.
  
- I-4) **San Pablo Dam Road Sidewalk Gap Project** – This project is to close the sidewalk gaps along San Pablo Dam Road as part of the County's Complete Streets. Construction is schedule in 2020. Funding sources include Highway Safety Improvement Program (HSIP), Transportation Development Act (TDA) Funds and Gas Tax Funds.
  
- I-5) **San Pablo Dam Road Traffic Safety Improvements** – This project is to install centerline rumble strips along 3.4 mile of San Pablo Dam Road from the Richmond City limit near Kennedy Grove Park to Bear Creek Road/Wildcat Canyon Road. This project is to improve driver safety and reduce the number of lane crossover accidents. Construction is schedule for 2020. Funding sources include Highway Safety Improvement Program (HSIP) and Gas Tax Funds.



- I-6) **Tara Hills Pedestrian Infrastructure Project (revised name)** – This project is to improve the pedestrian infrastructure by providing ADA compliant curb ramps and bulb-outs along Dolan Way, Flannery Road and Shamrock Drive in the Tara Hills area. Construction is expected in 2018. This project was formerly named Tara Hills Curb Ramp Project. This project is funded by Transportation Development Act (TDA), Gas Tax Funds, and Measure J.

**UNDERFUNDED PROJECTS** – These projects are not fully funded and usually originated from the Area of Benefit process and/or from community input/need. Other sources for projects included the Regional Transportation Plan (RTP), Comprehensive Transportation Project List (CTPL) through Contra Costa Transportation Authority, Transportation Expenditure Plan (TEP), and a Public Works List. District 1 includes the North Richmond AOB, Central County AOB, and West County AOB.

- I-7) **Alhambra Valley Road Slide Repair – 0.7 miles west of Castro Ranch Slide Repair** – This project proposes to repair an existing slide along Alhambra Valley Road (approximately 0.7 miles west of Castro Ranch Road).
- I-8) **Appian Way & Pebble Drive Traffic Signal and Safety Improvements** – This project proposes to install a new traffic signal at the intersection of Appian Way and Pebble Drive in order to provide pedestrian safety in crossing Appian Way and traffic control.
- I-9) **Appian Way Complete Streets Project – San Pablo Dam Road to Valley View Road (RTP)** – This 'Complete Streets Project' proposes to improve pedestrian and bicycle safety along Appian Way from San Pablo Dam Road to Valley View Road.
- I-10) **Appian Way Complete Streets Project – Valley View Road to Pinole City Limits (RTP)** – This 'Complete Streets Project' proposes to improve pedestrian and bicycle safety along Appian Way from Valley View Road to the Pinole city limit.
- I-11) **Arlington Boulevard & Amherst Avenue & Sunset Drive Intersection Improvements** – This project proposes to improve Arlington Boulevard by installing traffic signals at the intersections of Amherst Avenue and Sunset Drive.

- I-12) **Bear Creek Road & Happy Valley Road Intersection Improvements (Central County AOB)** – This project proposes to install all-way stop at the T-intersection of Happy Valley Road and Bear Creek Road.
- I-13) **Brookside Drive Complete Streets – Central Street to Union Pacific Railroad (North Richmond AOB)** – This project proposes to widen Brookside Drive from Fred Jackson Way to the Union Pacific Railroad and provide complete street improvements.
- I-14) **Castro Ranch Road Widening – San Pablo Dam Road to Olinda Road** – This project proposes to widen Castro Ranch Road and install sidewalk improvements from San Pablo Dam Road to Olinda Road.
- I-15) **Central Street Complete Street – Brookside Drive and Pittsburg Avenue (NEW)(North Richmond AOB)** – This project is to construct complete streets along Central Avenue between Brookside Drive and Pittsburg Avenue.
- I-16) **Chesley Avenue Traffic Calming – Fred Jackson Way and the AOB boundary (NEW)(North Richmond AOB)** – This project is to provide traffic calming roadway features along Chesley Avenue between Fred Jackson Way and the North Richmond AOB boundary.
- I-17) **Colusa Avenue Complete Streets Project (CTPL)** – This 'Complete Streets Project' proposes to improve pedestrian and bicycle safety along a 0.5 mile stretch of Colusa Avenue.
- I-18) **Del Monte Drive Bridge Replacement (Bridge No. 28C0207)** – This project is to replace the bridge on Del Monte Drive which spans over AT&SF railroad in the area of Montalvin.
- I-19) **El Portal Drive Widening San Pablo City Limits to San Pablo Dam Road** – This project proposes to widen El Portal Drive from San Pablo City Limit to San Pablo Dam Road.
- I-20) **Fred Jackson Way Complete Streets Project between Chesley and Parr Boulevard (North Richmond AOB)** – This project is to install pedestrian and bicycle improvements along Fred Jackson Way between Chesley and Parr Boulevard. This project is to meet the County's Complete Street Policy.



- I-21) **Fred Jackson Way Complete Streets Project – Intersection with Chesley Avenue (North Richmond AOB)** - This project is to install traffic calming improvements at the intersection of Fred Jackson Way and Chesley Avenue. This project is to meet the County's Complete Street Policy.
- I-22) **Goodrick Avenue – Fred Jackson Way to AOB Boundary (NEW)(North Richmond AOB)** – This project will enhance vehicle, bicycle, and pedestrian safety by providing bike lanes and sidewalks along Goodrick Avenue.
- I-23) **La Paloma Road Pedestrian and Roadway Improvements** – This project proposes to install traffic safety and pedestrian improvements along La Paloma Road.
- I-24) **Market Avenue Complete Streets – Fred Jackson to 7<sup>th</sup> Street (North Richmond AOB)** – This project proposes to install pedestrian improvements and traffic calming improvements along Market Avenue between Fred Jackson and 7<sup>th</sup> Street.
- I-25) **North Richmond Area Infrastructure Improvements (NEW)** - Provide infrastructure improvements in North Richmond Area including roadway, pedestrian, and utility improvements within and adjacent to Parr Boulevard, Goodrick Avenue and Third Street. (Also see other North Richmond related projects)
- I-26) **North Richmond Sidewalk Replacement** – This project is to construct sidewalk/curb improvements and construct bulb outs to facilitate pedestrian crossings. (Also see other North Richmond related projects)
- I-27) **North Richmond Truck Route – Parr Boulevard to Market Avenue (North Richmond AOB)** – This project proposes to reduce truck traffic in the residential area of North Richmond by upgrading existing roadways or constructing new roads to accommodate truck traffic from Parr Boulevard to Market Avenue.



- I-28) **Olinda Road Pedestrian Improvements – Valley View Road to 850 feet south of Valley View Road** – The project proposes to close a gap of sidewalk along Olinda Road in order to provide pedestrian facilities to De Anza High School and Olinda Elementary School.
- I-29) **Parr Boulevard Complete Street Project – Richmond Parkway to Union Pacific Railroad (North Richmond AOB)** – This project proposes to widen Parr Boulevard from Richmond Parkway to the UPRR crossing and provide complete street improvements.
- I-30) **Pitt Way Roadway Improvements (DCD)** – This project proposes to construct a new collector roadway along Pitt Way from San Pablo Dam Road to Hillcrest Road in the future town square area of El Sobrante.
- I-31) **Pittsburg Avenue Intersection Improvements (North Richmond AOB)** – This project is to construct intersection improvements at the intersection of Pittsburg Avenue and Richmond Parkway.
- I-32) **Pittsburg Avenue Widening – Fred Jackson Way to Richmond Parkway (North Richmond AOB)** – This project proposes to widen and construct complete street improvements on Pittsburg Avenue from Fred Jackson Way to Richmond Parkway.
- I-33) **San Pablo Dam Road & Greenridge Drive Signal Improvements** – This project proposes to install a new traffic signal at the intersection of San Pablo Dam Road and Greenridge Drive.
- I-34) **San Pablo Dam Road Bicycle and Pedestrian Improvements – Tri Lane to Appian Way** – This project proposes to install pedestrian and bicycle improvements along San Pablo Dam Road from Tri Lane to Appian Way. This project will be built with other San Pablo Dam Road projects.
- I-35) **San Pablo Dam Road Improvements (Central County AOB)** – This project proposes to construct safety improvements and bicycle improvements along San Pablo Dam Road and within the Central County AOB limits.
- I-36) **Tara Hills Drive Complete Streets Project (CTPL)** – This project proposes to install bicycle and pedestrian improvements along Tara Hills Drive in the Tara Hills area.



- I-37) **Valley View Road Widening – San Pablo Dam Road to Appian Way (CTPL)** – This project proposes to widen Valley View Road from San Pablo Dam Road to Appian Way.
- I-38) **Verde Elementary School Secondary Access (North Richmond AOB)** – This project is to provide a secondary access to Verde Elementary. Currently, vehicular traffic can only enter from Giaramita Street.

**COMPLETED CONSTRUCTION PROJECTS** – This section is for projects are in construction or will be in the process of being closed out by the 2018/2019 CRIPP publication.

- **Alhambra Valley Road Wash Out Repair** – This is a storm damage related project where the undersized culvert under Alhambra Valley Road was flooded and eroded the roadway, leaving a hundred foot gap. This gap was replaced with clear span bridge where Pinole Creek can freely pass under the roadway. This project cost an estimated \$4.1 million and was funded by **Gas Tax Funds and Emergency Relief Funds**.



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Alhambra Valley Road Embankment Repair

**PROJECT DESCRIPTION** This project is to repair the embankment that supports Alhambra Valley Road. The site is between Bear Creek Road and Castro Ranch Road. The rural two-lane road has been reduced to one-lane of traffic. The proposed plan is to re-establish the two lane roadway and widen the roadway to have roadway shoulders. This may also include realigning the roadway to improve driver sightline and remove/reduce the blind curve at the east end of the project.

**PURPOSE AND NEED** Purpose is to re-established the roadway to accommodate two-lanes of traffic and widen the roadway for shoulders

**SUPERVISOR DISTRICT:** 1

**PROJECT CATEGORY:** reliability

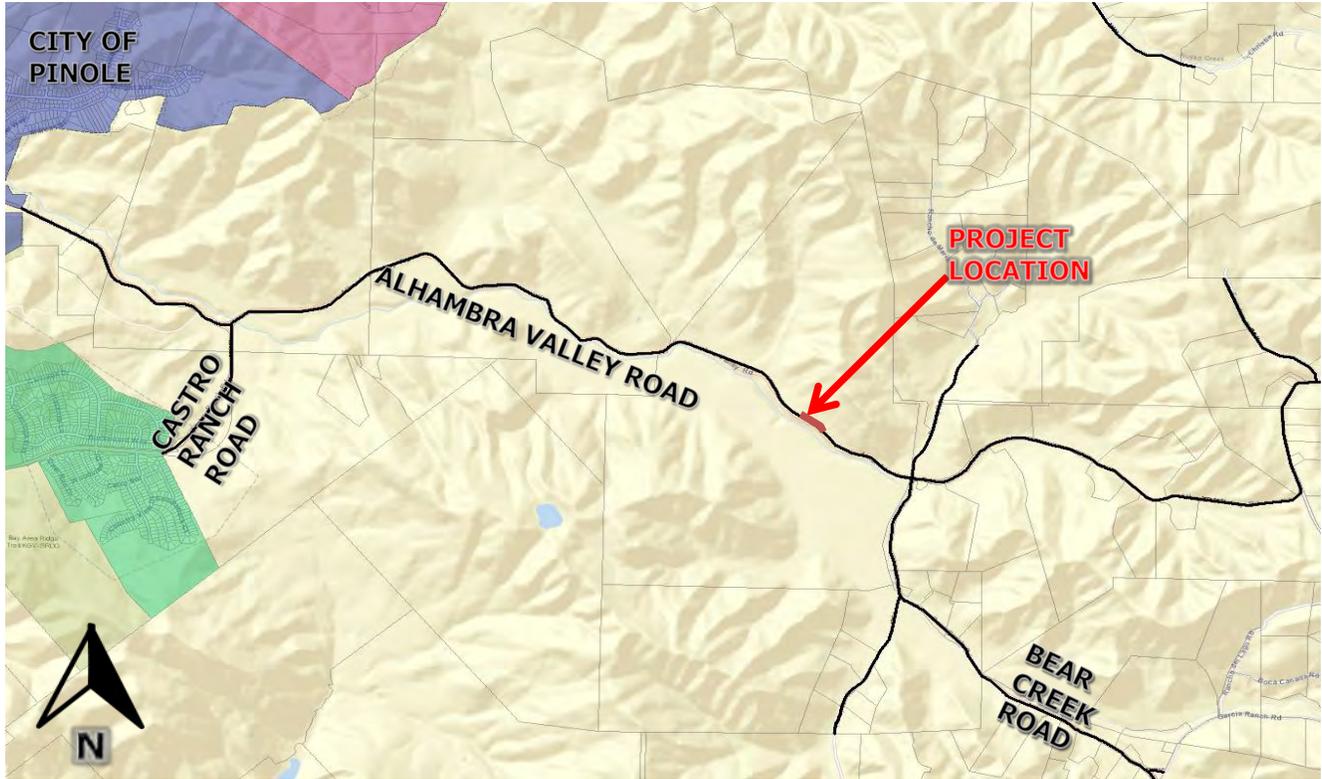
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	90	40	50							
Environmental	175		50	125						
Design Engineering	100		25	75						
+ Right-of-Way	12			12						
+ Construction	331			331						
<b>Total</b>	<b>708</b>	<b>40</b>	<b>125</b>	<b>543</b>						
+ Gas Tax (c)	708	40	125	543						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Alhambra Valley Road Embankment Repair



Source: County GIS

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Fred Jackson Way, First Mile/Last Mile Connection

**PROJECT DESCRIPTION** Fred Jackson Way First Mile/Last Mile Connection Project – This project is to construct sidewalk improvements along Fred Jackson Way from Brookside Drive to Grove Avenue. Construction is expected in FY2020. Funding Sources include the Federal Active Transportation Program (ATP), Transportation for Livable Communities (TLC), State Coastal Conservancy, and North Richmond AOB funds. This project was formerly named Fred Jackson Way Improvements – Grove Avenue to Brookside Drive.

**PURPOSE AND NEED** The purpose of the project is to implement a complete street project and improve connectivity and safety for pedestrians and bicyclists in North Richmond. Currently, from Grove Avenue to Wildcat Creek, there are substandard sidewalks with utility poles blocking pedestrian access, and pedestrians often walk on the street as a result. From Wildcat Creek to Brookside Drive, there are no sidewalks or bike lanes.

**SUPERVISOR DISTRICT:** 1

**PROJECT CATEGORY:** accessibility

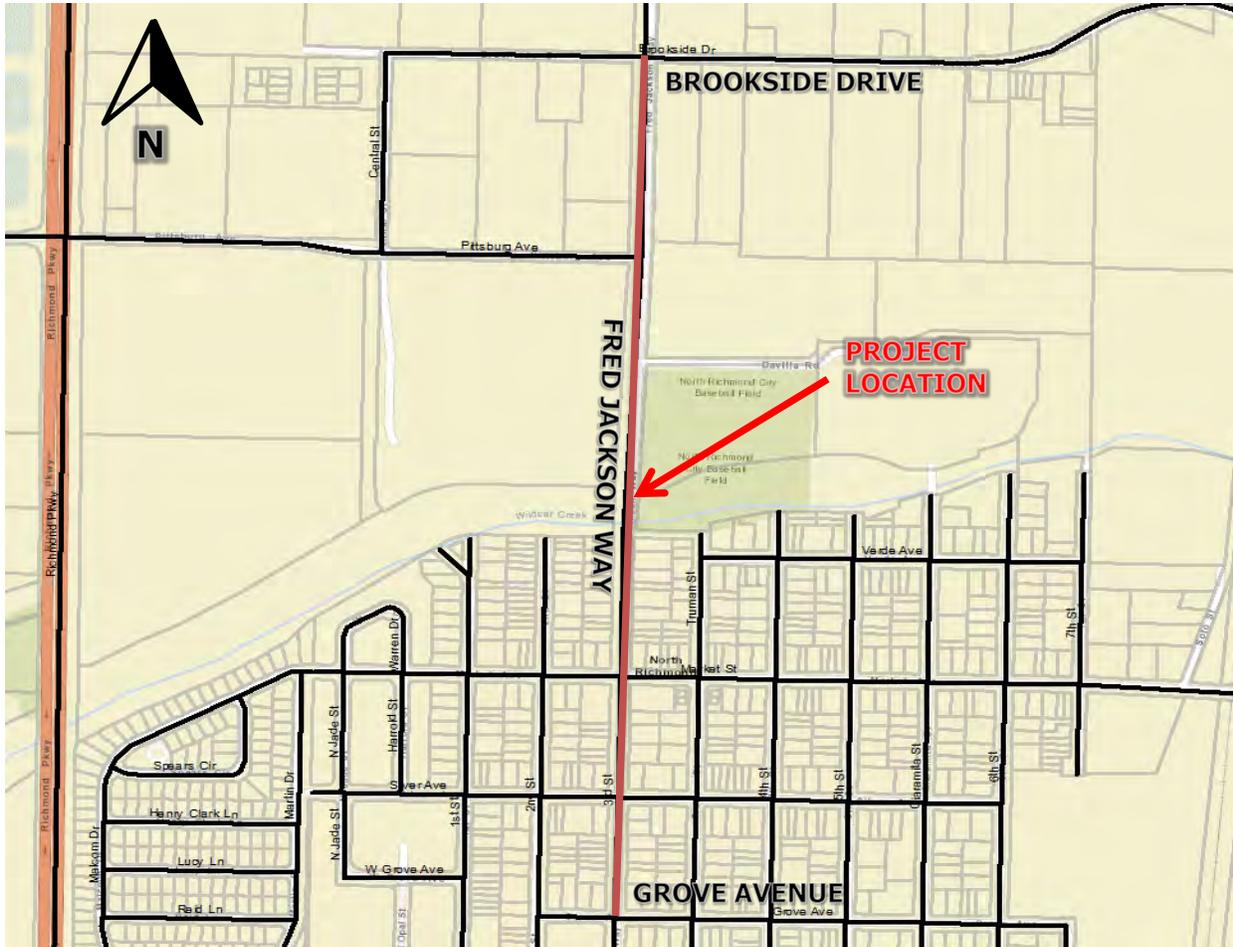
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	202	27	70	55	25	25				
Environmental	361	3	100	100	133	25				
Design Engineering	467		100	200	106	61				
+ Right-of-Way	444		100	100	244					
+ Construction	3,218					3,218				
<b>Total</b>	<b>4,692</b>	<b>30</b>	<b>370</b>	<b>455</b>	<b>508</b>	<b>3,329</b>				
ATP	3,298				183	3,115				
Measure J TLC	700			325	325	50				
N Richmond AOB	460	30	330	100						
State Coastal Conservancy Prop 1	234		40	30		164				

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Fred Jackson Way, First Mile/Last Mile Connection



Source: County GIS

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Local Streets and Roads Preservation Project

**PROJECT DESCRIPTION** Local Streets and Roads Preservation Project – This project is a road preservation project for over 3 miles of San Pablo Dam Road from El Portal Drive to Tri Lane. This project will grind the top 0.17' of roadway and replace it in-kind with new asphalt. Construction is scheduled in 2019. Funding sources include the One Bay Area Grant (OBAG) and Gas Tax Funds.

**PURPOSE AND NEED** These roads have been identified for road preservation.

**SUPERVISOR DISTRICT:** 1, 3

**PROJECT CATEGORY:** reliability

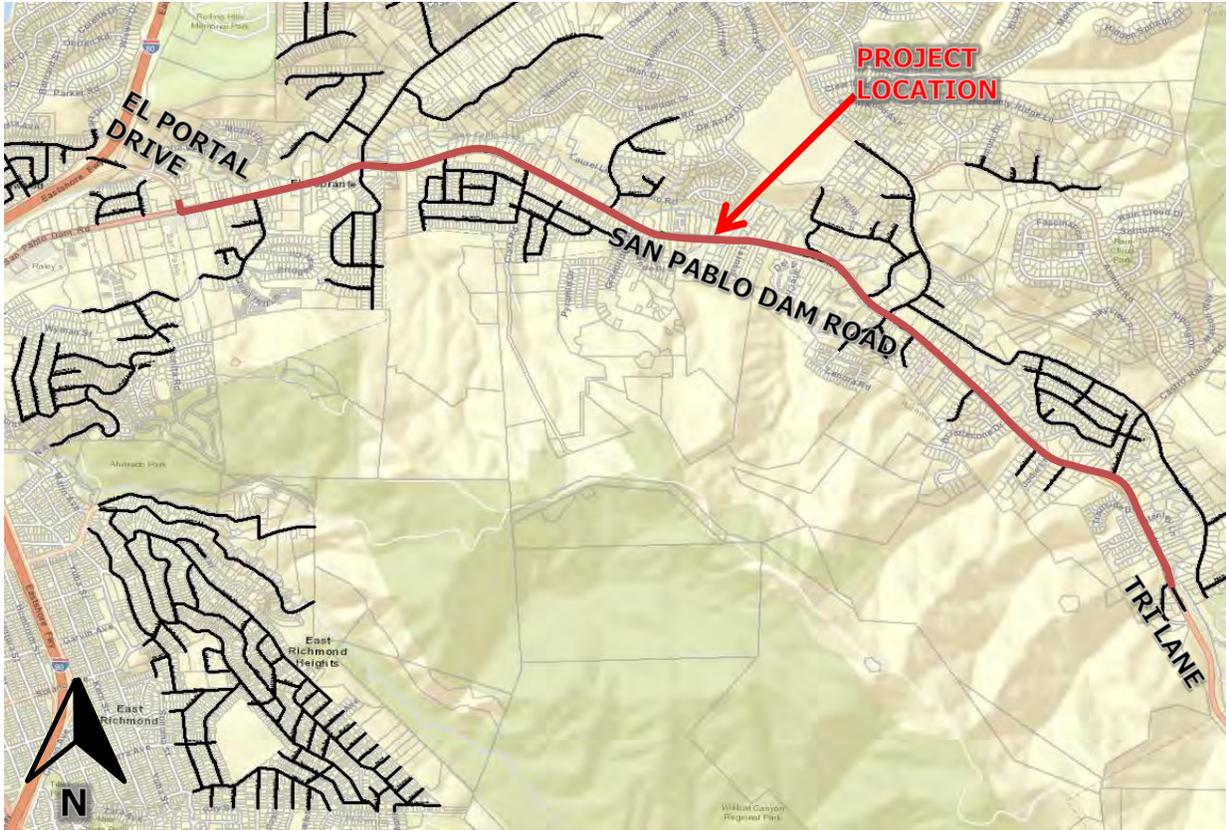
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	33	18	5	5	5					
Preliminary Engineering										
Environmental	50	9	20	21						
Design Engineering	280		100	130	50					
+ Right-of-Way	20			5	15					
+ Construction	5,372				5,372					
<b>Total</b>	<b>5,772</b>	<b>27</b>	<b>125</b>	<b>161</b>	<b>5,459</b>					
LSRP	4,327				4,327					
+ Gas Tax (c)	1,445	27	125	161	1,132					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Local Streets and Roads Preservation Project



Source: County GIS

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** San Pablo Dam Road Sidewalk Gap Project

**PROJECT DESCRIPTION** San Pablo Dam Road Sidewalk Gap Project – This project is to close the sidewalk gaps along San Pablo Dam Road as part of the County’s Complete Streets. Construction is schedule in 2020. Funding sources include Highway Safety Improvement Program (HSIP), Transportation Development Act (TDA) Funds and Gas Tax Funds.

**PURPOSE AND NEED** Construct pedestrian improvements on San Pablo Dam Road to improve connectivity and safety.

**SUPERVISOR DISTRICT:** 1

**PROJECT CATEGORY:** accessibility

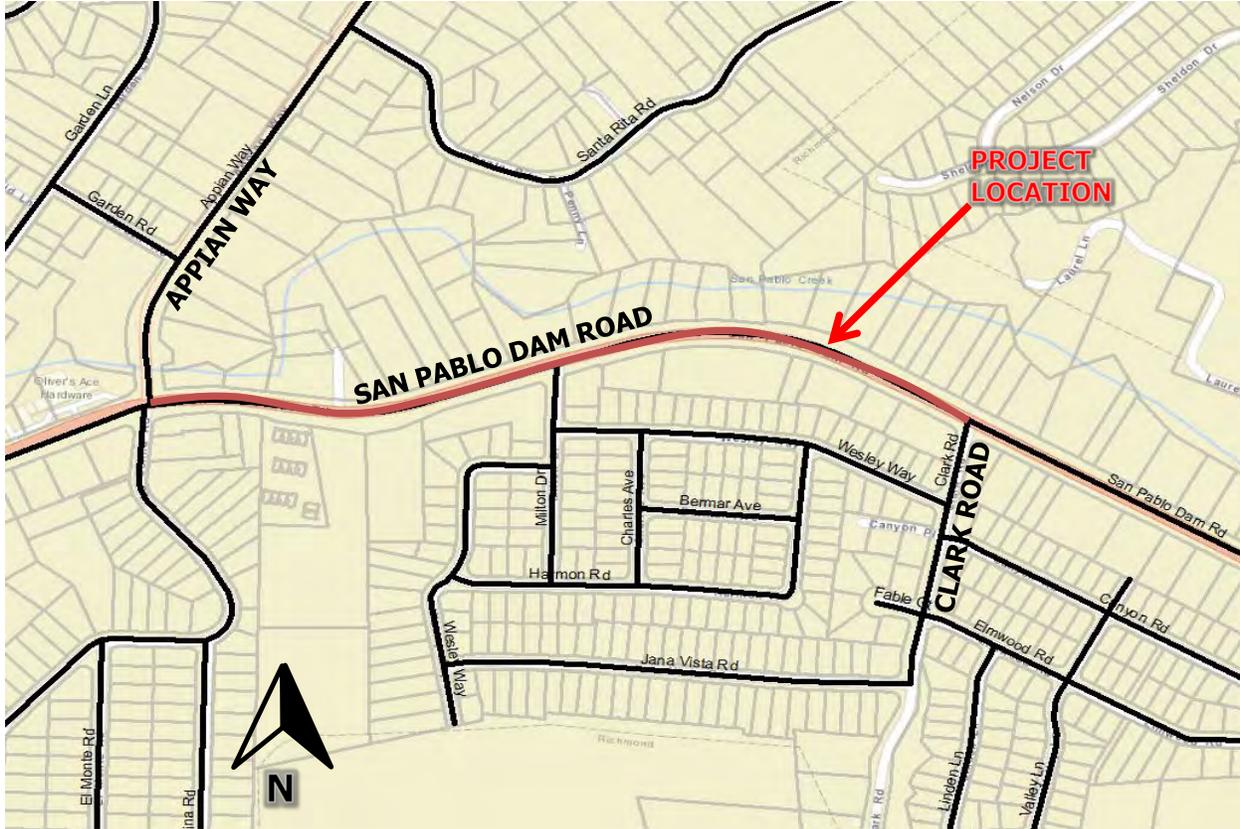
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	65	45	10	5	5					
Environmental	46	11	35							
Design Engineering	114	34	50	25	5					
+ Right-of-Way	127	27	20	80						
+ Construction	565				565					
<b>Total</b>	<b>917</b>	<b>117</b>	<b>115</b>	<b>110</b>	<b>575</b>					
Gas Tax	203		23	110	70					
HSIP	614	93	16		505					
TDA	100	25	75							

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** San Pablo Dam Road Sidewalk Gap Project



Source: County GIS

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** San Pablo Dam Road Traffic Safety Improvements

**PROJECT DESCRIPTION** San Pablo Dam Road Traffic Safety Improvements – This project is to install centerline rumble strips along 3.4 mile of San Pablo Dam Road from the Richmond City limit near Kennedy Grove Park to Bear Creek Road/Wildcat Canyon Road. This project is to improve driver safety and reduce the number of lane crossover accidents. Construction is schedule for 2020. Funding sources include Highway Safety Improvement Program (HSIP) and Gas Tax Funds.

**PURPOSE AND NEED** Improve driver safety with centerline rumble strips and upgrade traffic signs

**SUPERVISOR DISTRICT:** 1

**PROJECT CATEGORY:** safety

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	40	32	5	2	1					
Preliminary Engineering										
Environmental	50	3	20	15	12					
Design Engineering	82		46	30	6					
+ Right-of-Way										
+ Construction	625				625					
<b>Total</b>	<b>921</b>	<b>36</b>	<b>81</b>	<b>57</b>	<b>748</b>					
HSIP	761		71	47	644					
- Gas Tax (c)	160	36	10	10	104					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** San Pablo Dam Road Traffic Safety Improvements



Source: County GIS



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Tara Hills Pedestrian Infrastructure Project

**PROJECT DESCRIPTION** Tara Hills Pedestrian Infrastructure Project (revised name) – This project is to improve the pedestrian infrastructure by providing ADA compliant curb ramps and bulb-outs along Dolan Way, Flannery Road and Shamrock Drive in the Tara Hills area. Construction is expected in 2018. This project was formerly named Tara Hills Curb Ramp Project. This project is funded by Transportation Development Act (TDA), Measure J, and Local Road Funds.

**PURPOSE AND NEED** Improve pedestrian infrastructure by providing ADA curb ramps and bulb-outs

**SUPERVISOR DISTRICT:** 1

**PROJECT CATEGORY:** accessibility

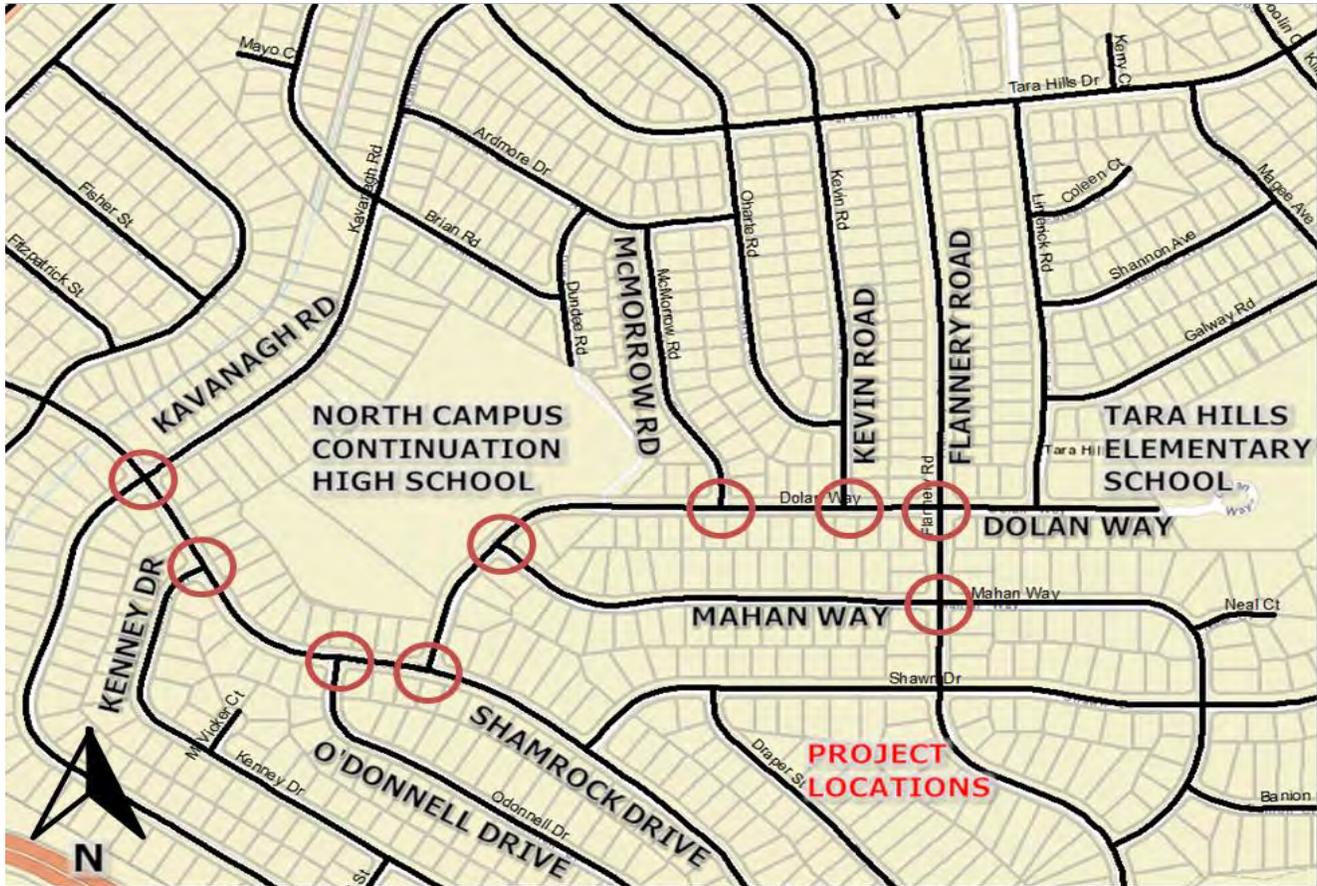
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

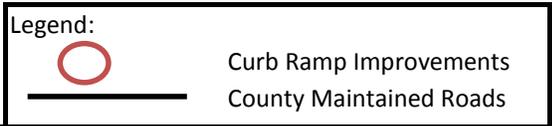
Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	41	38	3							
Preliminary Engineering										
Environmental	11	9	2							
Design Engineering	355	245	110							
+ Right-of-Way	30		30							
+ Construction	420			420						
<b>Total</b>	<b>957</b>	<b>292</b>	<b>245</b>	<b>420</b>						
+ Gas Tax (c)	775	109	245	420						
Measure J RTS	100	100								
TDA	83	83								

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Tara Hills Pedestrian Infrastructure Project



Source: County GIS





## Board of Supervisor District II





## CRIPP PROJECT DESCRIPTIONS FOR DISTRICT 2

**ACTIVE PROJECTS** – These projects are fully funded and are either in the design phase or will be constructed in the near future.

- II-1. **Danville Boulevard/Orchard Court Complete Streets Improvements (Alamo AOB)** – This project is to construct a roundabout at the Danville Boulevard/Orchard Court intersection and install complete street improvements along Danville Boulevard between Jackson Way and Stone Valley Road in Downtown Alamo. Construction is scheduled for construction in the summer of 2020. This project is funded by Highway Safety Improvement Program (HSIP), Measure J, and Developer Fees.
  
- II-2. **Pedestrian Crossing Enhancements - Central and East County (New)**  
– This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated rapid repeating flash beacons (RRFB) at crosswalks. This project is scheduled for construction in 2018. The project is funded through a Transportation Development Act (TDA) grant, **and** Gas Tax Funds. The project includes the following school in District II:
  - a. Parkmead Elementary School, unincorporated Walnut Creek
  
- II-3. **Tice Valley Linear Park (Revised Name)(Central County AOB)** – This project is to improve pedestrian access and safety along Tice Valley Boulevard. The project will construct a small pocket park at an existing bus stop location. This project is scheduled for construction in the summer of 2018. This project is funded by Measure WW and Central County AOB. (See also Project #II-26)
  
- II-4. **Walnut Creek Crosswalk Improvements** – This project is to improve pedestrian safety at two crosswalks locations in the vicinity of unincorporated Walnut Creek. One of the two crossings is located in District II is at the intersection of Olympic Boulevard and Bridgefield Road. The project is schedule for construction in the summer of 2020. This project is funded by the Highway Safety Improvement Program (HSIP), Transportation Development Act (TDA), and Gas Tax Funds.



**UNDERFUNDED PROJECTS** – These projects are not fully funded and usually originated from the Area of Benefit process and/or from community input/need. Other sources for projects included the Regional Transportation Plan (RTP), Comprehensive Transportation Project List (CTPL) through Contra Costa Transportation Authority, Transportation Expenditure Plan (TEP), and a Public Works List. District 2 includes Alamo AOB, South Walnut Creek AOB, South County AOB, and Central County AOB.

- II-5. **Bear Creek Road & Happy Valley Road Intersection Improvements (Central County AOB)** – This project is to construct all-way stop control at the T-intersection.
- II-6. **Boulevard Way Bicycle and Pedestrian Project** – This project is to construct bicycle and pedestrian improvements along Boulevard Way.
- II-7. **Danville Boulevard & Hemme Avenue Intersection Improvements (Alamo AOB)** – This project is to extend the existing northbound left turn lane on Danville Boulevard at the intersection of Danville Boulevard and Hemme Ave. This is also located near Rancho Romero Elementary School.
- II-8. **Dewing Lane Pedestrian Bridge (Central County AOB)** – This project is to construct a pedestrian bridge over Las Trampas Creek in the vicinity of Dewing Lane (unincorporated Walnut Creek).
- II-9. **Fish Ranch Road Safety Improvements - SR 24 to Grizzly Peak Road (CTPL) (Central County AOB)** – This project is to enhance vehicle and bicycle safety by widening Fish Ranch Road to provide roadway shoulders between Grizzly Peak Road to State Route 24.
- II-10. **Hemme Avenue Sidewalk (NEW)(Alamo AOB)** – This project is to extend the existing sidewalk on the north side of Hemme Avenue from Barbee Lane to La Sonoma Way, just west of Rancho Romero Elementary School.
- II-11. **Iron Horse Trail Flashers** – This project is to install pedestrian actuated flashers along the Iron Horse Trail.
- II-12. **Miranda Avenue Pathway Improvements (Stone Valley Road to Stone Valley Middle School) (revised name)(Alamo AOB)** – This project is to construct sidewalk improvements along Miranda Avenue from Stone Valley Middle School to Stone Valley Road.
- II-13. **Newell Avenue Area Pavement Rehabilitation** – This project is to conduct pavement rehabilitation along Newell Avenue.



- II-14. **Norris Canyon Road Shoulder Widening - Ashbourne Drive to Alameda County Limits** – This project is to widen the shoulders along Norris Canyon Road from Ashbourne Dive to Alameda County Line.
- II-15. **North Walnut Creek/Pleasant Hill Area Pavement Rehabilitation** – This project is to conduct pavement rehabilitation in the North Walnut Creek and Pleasant Hill Area.
- II-16. **Olympic Boulevard & Boulevard Way & Tice Valley Boulevard Intersection Improvements (Central County AOB)** – This project is to construct intersection improvements in accordance with Area of Benefit project scope. This project is located at the intersection of Olympic Boulevard, Boulevard Way, and Tice Valley Boulevard.
- II-17. **Olympic Corridor Pedestrian and Bicycle Improvements - Long Term (Central County AOB)** – This project is to construct long term pedestrian and bicycle improvements along the Olympic Boulevard Corridor to connect South Walnut Creek to the Iron Horse Trail. (Also see Project #II-18)
- II-18. **Olympic Corridor Pedestrian and Bicycle Improvements - Short Term (Central County AOB)** – This project is to construct long term pedestrian and bicycle improvements along the Olympic Boulevard Corridor to connect South Walnut Creek to the Iron Horse Trail. (Also see Project #II-17)
- II-19. **Pedestrian and Bicycle Improvements on Livorna Road, Stone Valley Road, and Danville Boulevard** – This project is to construct pedestrian and bicycle improvements along Livorna Road, Stone Valley Road, and Danville Boulevard.
- II-20. **Pedestrian Safety Improvements at Stone Valley Middle and Rancho Romero School (revised name)(Alamo AOB)** – This project is to construct pedestrian and bicycle improvements in the vicinity of Stone Valley Middle School and Rancho Romero Elementary School. (Also see Project #II-12)
- II-21. **Pinehurst Road Bicycle Improvements (Central County AOB)** – This project is to construct bicycle turnouts/rest stops every half-mile along Pinehurst Road and Canyon Road.
- II-22. **Pleasant Hill Road Bicycle Improvements - Geary Road to Taylor Boulevard (Central County AOB)** – This project is to construct curb, gutter and sidewalk and prohibit curb side parking to create bicycle lanes along Pleasant Hill Road.



- II-23. **Pleasant Hill Road Bridge Rehabilitation (NEW)** – This project is to extend the service life of the Pleasant Hill Road Bridge. This project is to be funded by Highway Bridge Program (HBP) and Gas Tax Funds.
  
- II-24. **Reliez Valley Road Bicycle Improvements - North of Grayson Road to Withers Avenue (Central County AOB)** – This project is to construct bicycle lanes by widening the shoulders along Reliez Valley Road. There are drainage modifications and parking considerations to be resolved.
  
- II-25. **Springbrook Road Bicycle and Pedestrian Improvements (Central County AOB)** – This project is to construct sidewalk improvements and stripe shoulder along Springbrook Road starting near Gilmore Court to about Regency Court.
  
- II-26. **Tice Valley Boulevard Bike and Pedestrian Project (Central County AOB)** – This project is to construct bicycle and pedestrian improvements along Tice Valley Boulevard. (Also see Project #II-3)



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Danville Boulevard/Orchard Court Complete Streets Improvements

**PROJECT DESCRIPTION** Danville Boulevard/Orchard Court Complete Streets Improvements (Alamo AOB) – This project is to construct a roundabout at the Danville Boulevard/Orchard Court intersection and install complete street improvements along Danville Boulevard between Jackson Way and Stone Valley Road in Downtown Alamo. Construction is schedule for construction in the summer of 2020. This project is funded by Highway Safety Improvement Program (HSIP), Measure J, and Developer Fees.

**PURPOSE AND NEED** Provide improve traffic circulation at the intersection of Danville Boulevard and Orchard Court

**SUPERVISOR DISTRICT:** 2

**PROJECT CATEGORY:** efficiency

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	200	23	84	50	43					
Environmental	200	4	196							
Design Engineering	385	4	46	150	185					
+ Right-of-Way	390			340	50					
+ Construction	2,970				737	2,233				
<b>Total</b>	<b>4,145</b>	<b>31</b>	<b>326</b>	<b>540</b>	<b>1,015</b>	<b>2,233</b>				
HSIP	2,718		200	150	135	2,233				
Measure J Regional	1,370	12	88	390	880					
Trust 8192	57	19	38							

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Danville Boulevard/Orchard Court Complete Streets Improvements



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central & East County

**PROJECT DESCRIPTION** Pedestrian Crossing Enhancements - Central and East County (New) – This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated **rectangular** rapid flash beacons (RRFB) at crosswalks. This project is scheduled for construction in 2018. The project is funded by the Transportation Development Act (TDA) grant and by Local Funds.

**PURPOSE AND NEED** Increase driver awareness at pedestrian crosswalks near schools

**SUPERVISOR DISTRICT:** 2, 3, 4, 5

**PROJECT CATEGORY:** accessibility

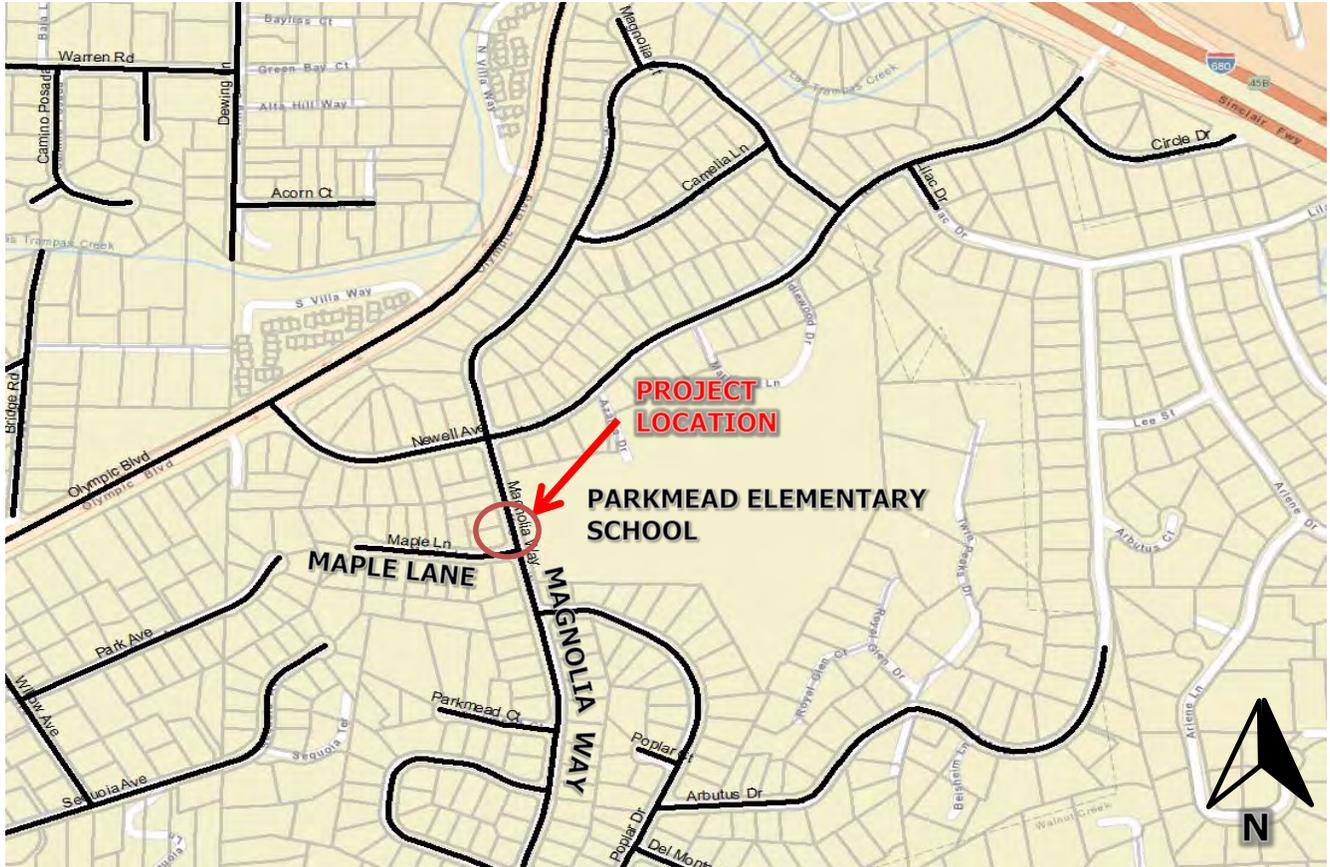
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	14	7	3	5						
Preliminary Engineering	7	7								
Environmental	10		10							
Design Engineering	266	206	60							
+ Right-of-Way	23		10	13						
+ Construction	420		70	350						
<b>Total</b>	<b>740</b>	<b>219</b>	<b>153</b>	<b>367</b>						
+ Gas Tax (c)	540	19	153	367						
TDA	200	200								

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County



Source: County GIS

Note: See other Supervisor Districts for other pedestrian crossing locations.

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Tice Valley Linear Park

**PROJECT DESCRIPTION** Tice Valley Linear Park (Revised Name)(Central County AOB) – This project is to improve pedestrian access and safety along Tice Valley Boulevard. The project will construct a small pocket park at an existing bus stop location. This project is scheduled for construction in the summer of 2018. This project is funded by Measure WW and Central County AOB.

**PURPOSE AND NEED** Improve pedestrian access and safety along Tice Valley Boulevard. Currently, pedestrians walk along the narrow shoulder in close proximity to vehicular traffic.

**SUPERVISOR DISTRICT:** 2

**PROJECT CATEGORY:** accessibility

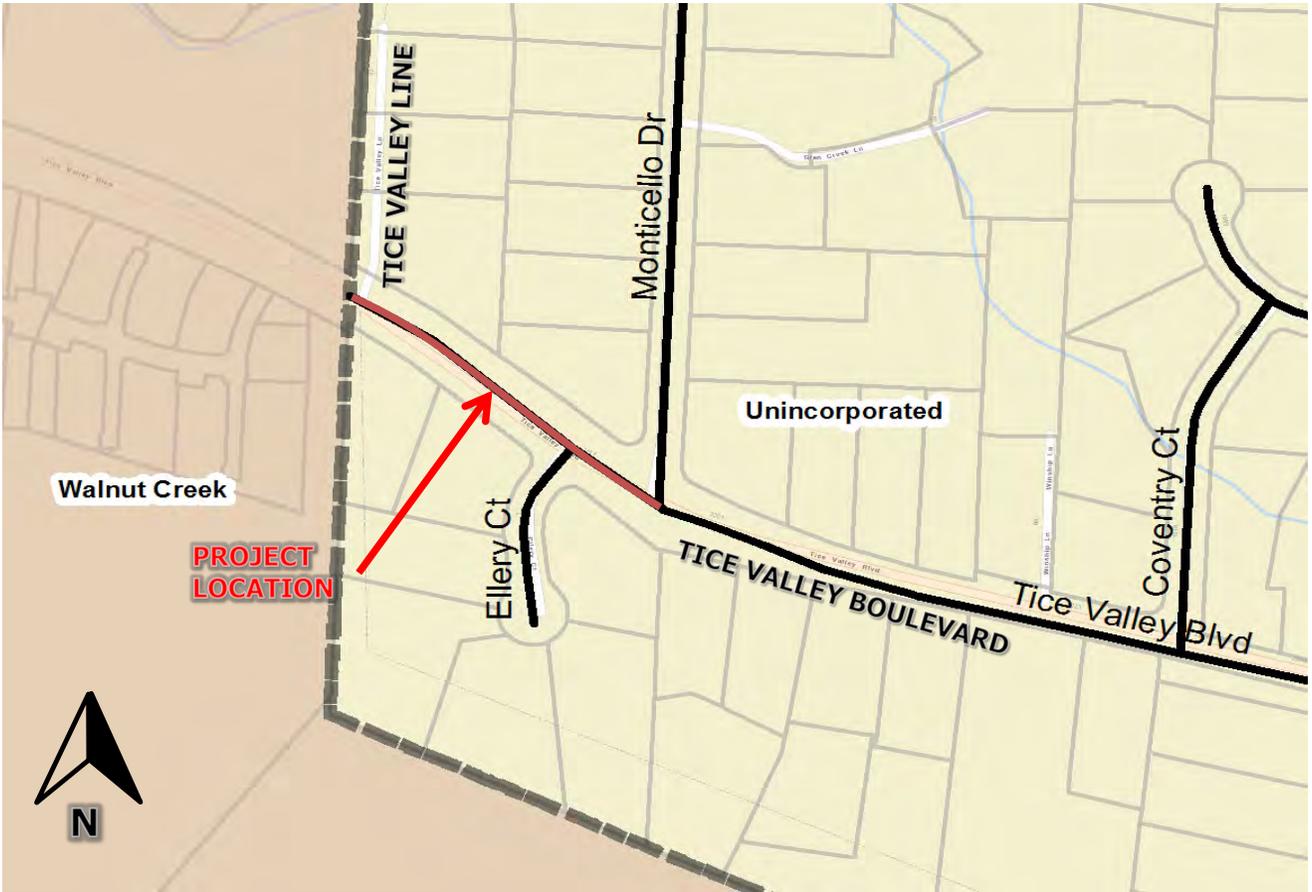
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	99	86	11	2						
Environmental										
Design Engineering	65	11	45	10						
+ Right-of-Way	142	39	103							
+ Construction	485		77	407						
<b>Total</b>	<b>791</b>	<b>136</b>	<b>235</b>	<b>419</b>						
Cent County AOB	12			12						
So Walnut Cr AOB	179		100	79						
WW Funds	600	136	135	328						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Tice Valley Linear Park



Source: County GIS

Legend:  
— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Walnut Creek Crosswalk Improvements

**PROJECT DESCRIPTION** Walnut Creek Crosswalk Improvements – This project is to improve pedestrian safety at two crosswalks locations in the vicinity of unincorporated Walnut Creek. One of the two crossings is located in District II is at the intersection of Olympic Boulevard and Bridgefield Road. The project is schedule for construction in the summer of 2020. This project is funded by the Highway Safety Improvement Program (HSIP), Transportation Development Act (TDA), and Gas Tax Funds.

**PURPOSE AND NEED** Improve pedestrian safety at two pedestrian crosswalk locations in unincorporated Walnut Creek.

**SUPERVISOR DISTRICT:** 2

**PROJECT CATEGORY:** safety

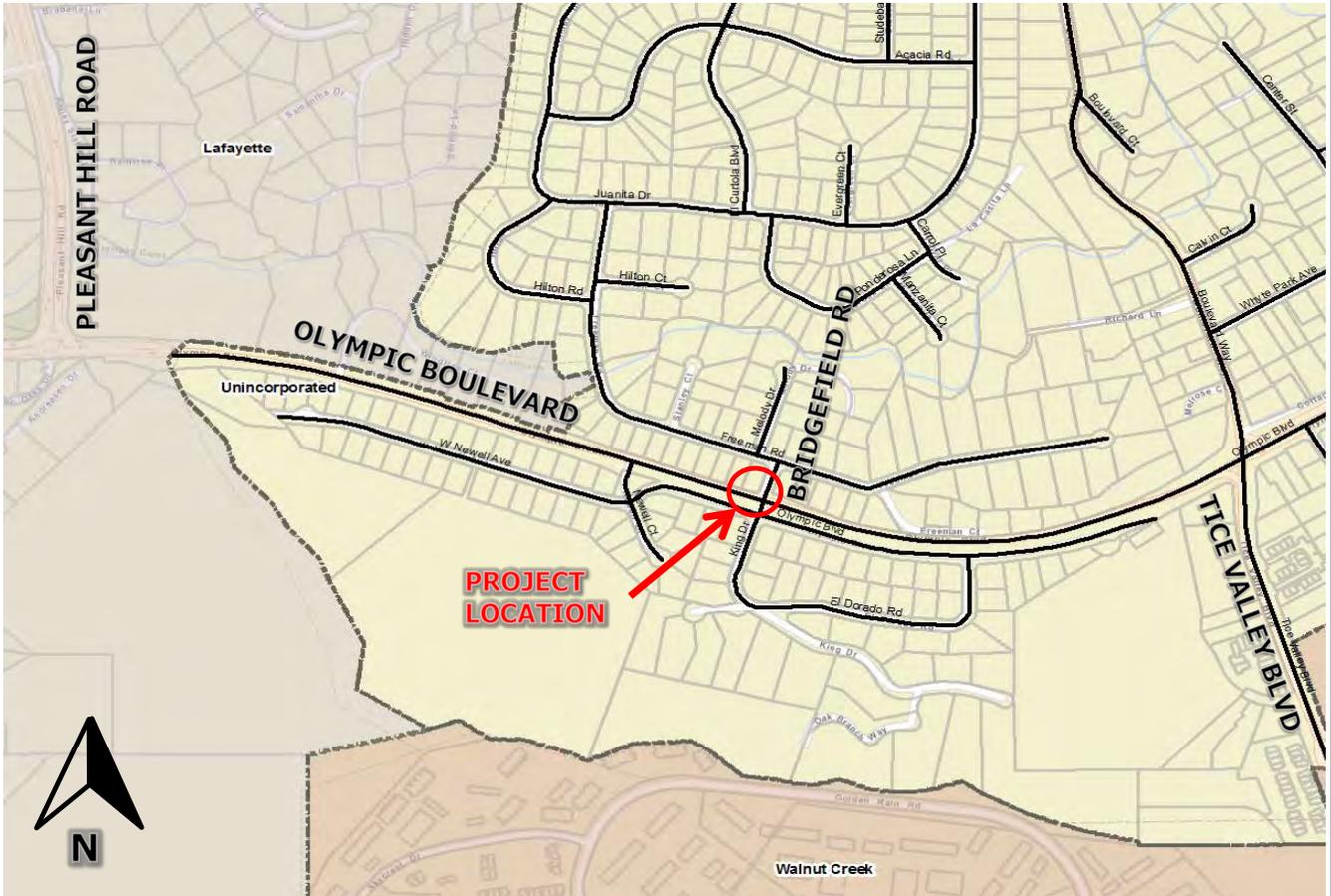
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	21	16	2	2	1					
Environmental	40		20	20						
Design Engineering	43	4	19	15	5					
+ Right-of-Way	15			15						
+ Construction	184				184					
<b>Total</b>	<b>303</b>	<b>20</b>	<b>41</b>	<b>52</b>	<b>190</b>					
Gas Tax	15		5	9	1					
HSIP	224			35	189					
TDA	64	20	36	8						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Walnut Creek Crosswalk Improvements



Source: County GIS

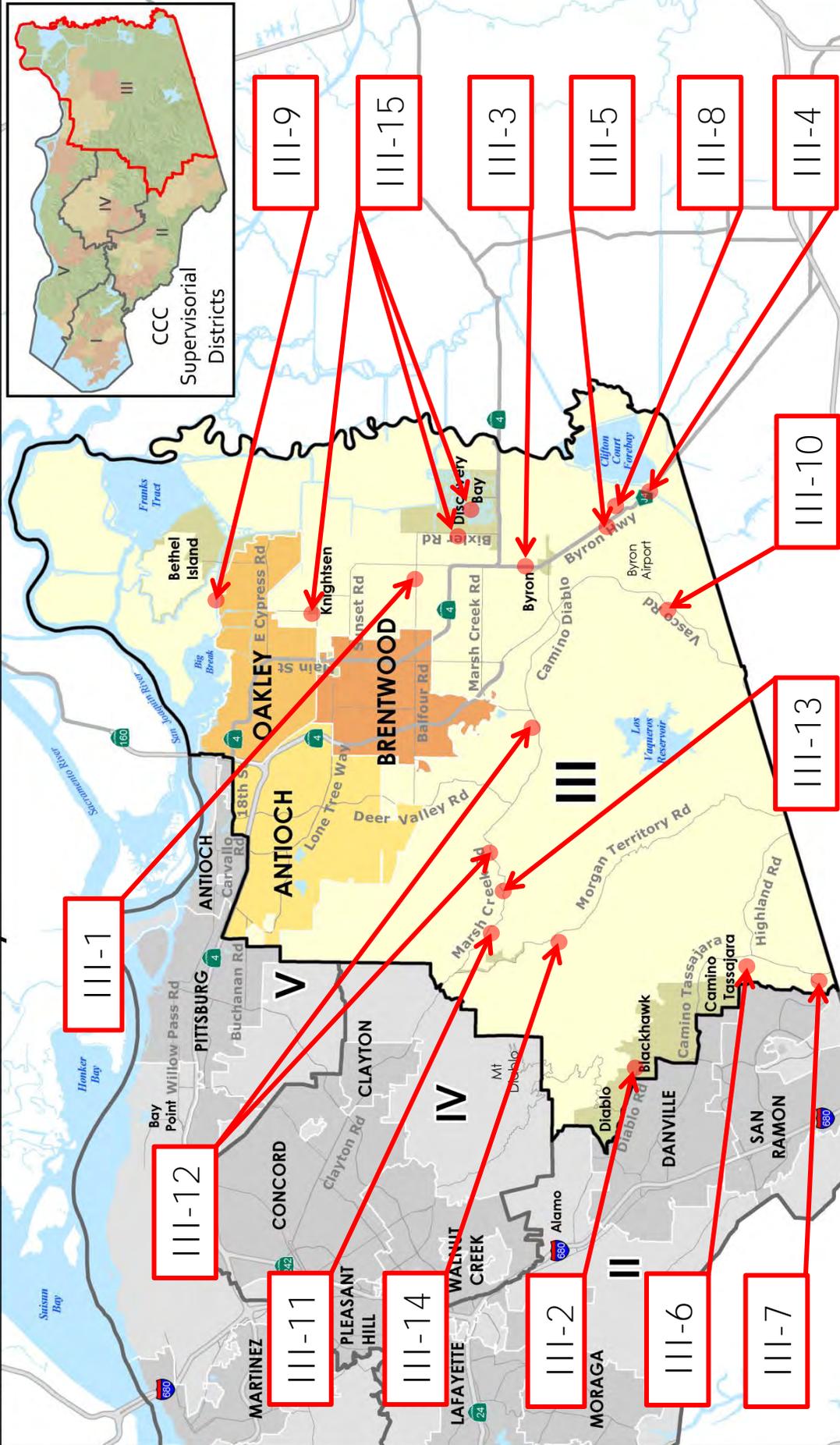
Legend:  
————— County Maintained Roads



## Board of Supervisor District III

# Contra Costa County

## Supervisory District III



## 2018 CRIPP – Active Project Map

- Note:
- 1) Projects are identified with Supervisor District number and project number for its District.
  - 2) County-wide Projects are not shown on this map.
  - 3) District III contains 220.57 miles of the 666.16 miles of County maintained roadway.



## CRIPP PROJECT DESCRIPTIONS FOR DISTRICT 3

**ACTIVE PROJECTS** – These projects are fully funded and are either in the design phase or will be constructed in the near future.

- III-1. **Balfour Road Shoulder Widening - Sellers Avenue to Bixler Road** – This project is to provide improvements at intersections and widen the shoulders along 3.0 miles of Balfour Road from Sellers Avenue to Bixler Road. Construction has started in July 2017. This project is funded by Discovery Bay Mitigation Fees.
- III-2. **Blackhawk Road Bikeway Project (NEW)** – This project is to construct Class 2 bicycle lanes from San Andreas Drive to Blackhawk Plaza Drive. This project will also construct Class 3 bike route from San Andreas Drive to Mt. Diablo Scenic Blvd and from Blackhawk Plaza Drive to Camino Tassajara. This project is funded by Transportation Development Act (TDA), **Gas Tax Funds**, and Developer Fees.
- III-3. **Byron Highway / Byer Road Safety Improvements (revised name) (Discovery Bay AOB and East County Regional AOB)** – This project is to install safety improvement along the frontage of Excelsior Middle School. These improvements include the construction of a left turn pocket from southbound Byron Highway to eastbound Byer Road, a two-way left turn lane on Byron Highway, and a widening of the roadway shoulders. Construction is scheduled for 2020. This project is funded by Highway Safety Improvement Program (HSIP), Discovery Bay AOB, and East County Regional AOB.
- III-4. **Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121) (Project Sponsor: Dept. of Water Resources)** – This project is to replace the Byron Highway Bridge, approximately 1.4 miles northwest of the Alameda County Line. Construction is scheduled for 2020. This project is funded by Highway Bridge Program (HBP) and Gas Tax Funds, and is co-sponsored with the Department of Water Resources.
- III-5. **Byron Highway Traffic Safety Improvements (revised name)** – This project is to construct centerline rumble strips along Byron Highway from Byron Hot Springs Road to the County Line. Construction is scheduled for 2019. This project is funded by Highway Safety Improvement Program (HSIP) and Gas Tax Funds.



- III-6. **Camino Tassajara Bike Lane Gap Closure Project** – This project is to fill gaps in the Class II bike lanes along Camino Tassajara from Finley Road to Windemere Parkway. This project is scheduled for construction in 2019. This project is funded by South County AOB, Measure J Regional, and Tri-Valley Transportation Council (TVTC) fee.
- III-7. **Camino Tassajara Safety Improvements – Windemere Parkway to Alameda County Line (renamed)** – This project is to realign the Camino Tassajara at the S-curve at the County Line, south of Windemere Parkway. This will be also adding bike lines along Camino Tassajara. Construction is scheduled for 2020. This project is co-sponsored with the City of Dublin. This project is funded by Developer Fees.
- III-8. **Clifton Court Road Bridge Repair (Bridge No. 28C0403)** – This project is to repair and maintain the bridge on Clifton Court Road. Construction is expected in 2018. This project is funded by Gas Tax Funds.
- III-9. **Jersey Island Road Bridge Repair (Bridge No. 28C0405)** – This project is to repair and maintain the bridge on Jersey Island Road. Construction is expected in 2018. This project is funded by Gas Tax Funds.
- III-10. **Local Streets and Roads Preservation Project** – This project will conduct roadway pavement surface treatment. Construction is scheduled for 2019. This project is funded by One Bay Area Grant (OBAG) and Gas Tax Funds.
- III-11. **Marsh Creek Road Bridge Replacement (Bridge No. 28C0141)** – This project is to replace the existing bridge with a concrete bridge on Marsh Creek Road over Marsh Creek, approximately 1.8 miles east of Morgan Territory Road. Construction is expected in 2018. This project is funded by Highway Bridge Program (HBP), East County Regional AOB, and Gas Tax Funds.
- III-12. **Marsh Creek Road Bridge Replacement (Bridge No. 28C0143 & 28C0145)** – This project is replace two bridges on Marsh Creek Road, located approximately 3.0 miles east of Deer Valley Road and 7.3 miles east of Morgan Territory Road. Preliminary engineering is currently underway. Construction is scheduled in 2020. This project is funded by Highway Bridge Program (HBP), East County Regional AOB, and Gas Tax Funds.
- III-13. **Marsh Creek Road Traffic Safety Improvements (NEW)** – This project is to construct safety improvements along Marsh Creek Road such as centerline rumble strips and upgrade signage with new reflective sheeting. Flashers will be placed near the existing intersection ahead sign near the intersection of Deer Valley Road and Marsh Creek Road. A street light will also be installed to light the intersection at night. The flashers and streetlight are to notify drivers



of the intersections of their approach to the intersection at night. There are several incidents where drivers have misjudged the turn and ran off the road. This project is scheduled for construction in 2020. This project is funded by the Highway Safety Improvement Program (HSIP) and the East County Regional AOB.

- III-14. **Morgan Territory Bridge Scour Repair** – This project is to repair the creek banks and foundation of a bridge located on Morgan Territory Road. Construction is scheduled for 2018. This project is funded by Gas Tax Funds and the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fees.
- III-15. **Pedestrian Crossing Enhancements - Central and East County (NEW)**  
– This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated rapid repeating flash beacons (RRFB) at crosswalks. This project is scheduled for construction in 2018. The project is funded through a Transportation Development Act (TDA) grant, **and** Gas Tax Funds. The project includes the following schools in District III:
- a. Knightsen Elementary School, Knightsen
  - b. Crosswalks near Timber Point Elementary School, Discovery Bay
  - c. Discovery Bay Elementary School, Discovery Bay

**UNDERFUNDED PROJECTS** – These projects are not fully funded and usually originated from the Area of Benefit process and/or from community input/need. Other sources for projects included the Regional Transportation Plan (RTP), Comprehensive Transportation Project List (CTPL) through Contra Costa Transportation Authority, Transportation Expenditure Plan (TEP), and a Public Works List. District 3 includes the Discovery Bay AOB, East County Regional AOB, and Bethel Island AOB.

- III-16. **Balfour Road & Byron Highway Intersection Improvements (East County Regional AOB)** – This project proposes to install a traffic signal and exclusive left-turn lanes at the intersection of Balfour Road and Byron Highway. (Left turn lanes will be installed with Balfour Road Shoulder widening (Also see Project #III-1).
- III-17. **Balfour Road Shoulder Widening - Deer Valley Rd to Brentwood City Limits**– This project proposes to widen about 1.2 miles of Balfour Road between Deer Valley Road and Brentwood City Limits.



- III-18. **Bethel Island Road Widening - Wells Lane to Sandmound Boulevard** – This project proposes to construct standard shoulders along Bethel Island Road between Sandmound Boulevard and Wells Lane.
- III-19. **Bethel Island Road & Sandmound Road Intersection Improvements (Bethel Island AOB)** – This project proposes to construct intersection improvements at the intersection of Bethel Island Road and Sandmound Boulevard.
- III-20. **Bixler Road Improvements - SR 4 to Byer Road (Discovery Bay AOB)** – This project proposes to widen Bixler Road to include shoulders and bike lane from State Route 4 south to Byer Road.
- III-21. **Byer Road Improvements - Bixler Road to Byron Highway (Discovery Bay AOB)** – This project proposes to widen Byer Road to include shoulder and bike lane from Byron Highway east to Bixler Road.
- III-22. **Byron Highway / SR4 / Point of Timber Intersection Improvements (East County Regional AOB)** – This project proposes intersection improvements at the intersection of Byron Highway, State Route 4, and Point of Timber. These improvements include installation of a traffic signal and the addition of an exclusive left turn lane and an exclusive right turn lane.
- III-23. **Byron Highway Safety Improvements (Various Locations)** – This project proposes to construct safety improvements at various locations along Byron Highway to include shoulder widening, drainage improvements, and intersection improvements.
- III-24. **Byron Highway Widening - Camino Diablo to the Alameda County Line (East County Regional AOB)** - This project proposes to widen 5 miles of roadway shoulders on Byron Highway from Camino Diablo to the Alameda County Line.
- III-25. **Byron Highway Widening - Chestnut Street to State Route 4 (East County Regional AOB)** – This project proposes to widen shoulders for 1.6 miles of Byron Highway from Chestnut Street to State Route 4.
- III-26. **Byron Highway Widening - Delta Road to Chestnut Street (East County Regional AOB)** – This project proposes to widen shoulders for 2.5 miles of Byron Highway from Delta Road to Chestnut Street.
- III-27. **Byron Highway Widening – State Route 4 to Camino Diablo (East County Regional AOB)** – This project proposes to widen shoulders along Byron Highway from State Route 4 south to Camino Diablo.



- III-28. **Camino Diablo Widening - Vasco Road to Byron Highway (East County Regional AOB)** – This project proposes to widen shoulders on Camino Diablo from Vasco Road east to Byron Highway.
- III-29. **Camino Tassajara Safety Improvements (Various Locations)** – This project proposes to construct various roadway and intersection improvements along Camino Tassajara to include shoulder widening and drainage improvements.
- III-30. **Chestnut Street Widening - Sellers Avenue to Byron Highway (East County Regional AOB)** – This project proposes to widen shoulders along Chestnut Street from Sellers Avenue east to Byron Highway.
- III-31. **Clipper Drive Improvements - Newport Drive to Discovery Bay Boulevard (Discovery Bay AOB)** – This project proposes to construct traffic calming measures along Clipper Drive from Newport Drive east to Discovery Bay Boulevard.
- III-32. **Deer Valley Road Safety Improvements (Various Locations)** – This project proposes to construct safety improvements along Deer Valley Road at various locations.
- III-33. **Delta Road Widening - Byron Highway to Holland Tract Road (East County Regional AOB)** – This project proposes to widen shoulders for about 1.7 miles of Delta Road from Byron Highway to Holland Tract Road.
- III-34. **Delta Road Widening - Sellers Avenue to Byron Highway (East County Regional AOB)** – This project proposes to widen shoulders for about 2.0 miles of Delta Road from Sellers Avenue to Byron Highway.
- III-35. **Discovery Bay Boulevard & Clipper Drive Intersection Improvements (Discovery Bay AOB)** – This project proposes to modify intersection traffic control to improve level of service at the intersection of Discovery Bay Boulevard and Clipper Drive.
- III-36. **Gateway Road Widening - Bethel Island Road to Piper Road (Bethel Island AOB)** – This project proposes to widen travel lanes and provide walkable shoulders for about 1.0 mile of Gateway Road from Bethel Island Road to Piper Road.
- III-37. **Highland Road Improvements - Camino Tassajara to Alameda County Line** – This project proposes to construct safety improvements along Highland Road from Camino Tassajara to the Alameda County Line.



- III-38. **Knightsen Avenue & Delta Road Intersection Improvements (East County Regional AOB)** – This project proposes to install a new traffic signal and exclusive left turn lanes at the intersection of Knightsen Avenue and Delta Road.
- III-39. **Knightsen Avenue Widening - East Cypress Road to Delta Road (East County Regional AOB)** – This project proposes to widen shoulders for about 1.6 miles of Knightsen Avenue from East Cypress Road to Delta Road.
- III-40. **Knightsen Avenue/Eden Plains Road Widening - Delta Road to Chestnut Street (East County Regional AOB)** – This project proposes to widen shoulders for about 2.6 miles of Knightsen Avenue/Eden Plains Road from Delta Road to Chestnut Street.
- III-41. **Marsh Creek Road & Camino Diablo Intersection Improvements**– This project proposes to construct safety improvements at the intersection of Marsh Creek Road and Camino Diablo.
- III-42. **Marsh Creek Road & Deer Valley Road Intersection Improvements**– This project proposes to widen the roadway and construct turn pockets at the intersection of Marsh Creek Road and Deer Valley Road.
- III-43. **Marsh Creek Road Improvements (East County Regional AOB)** – This project is to construct various roadway and intersection improvements along Marsh Creek Road to include shoulder widening to enhance bicycle use and drainage improvements. (also see Project #III-44)
- III-44. **Marsh Creek Road Realignment & Safety Improvements (Various Locations)** – This project proposes to realign curves and construct safety improvements at various locations along Marsh Creek Road. (also see Project #III-43)
- III-45. **Marsh Creek Trail** – This project is to close the 15 mile bike and pedestrian gap along Marsh Creek Road between Clayton and Brentwood. This project is to construct a bicycle and pedestrian facility from the City of Clayton to East Bay Regional Park District's Round Hill Park. The existing trail in Brentwood is to be extended by others to Round Hill Park. The overall intent is to provide a commuter bicycle trail which connects Central County to East County. (see District 4's project #IV-16)
- III-46. **Morgan Territory Road Safety Improvements (various locations)** – This project proposes to construct safety improvements at various locations along Morgan Territory Road.



- III-47. **Piper Road Widening – Gateway Road to Willow Road (Bethel Island AOB)** – This project proposes to widen travel lanes and improve shoulders for about 1.0 mile of Piper Road (Bethel Island) from Gateway Road to Willow Road.
- III-48. **Sandmound Boulevard Improvements - Mariner Road to Cypress Road (Bethel Island AOB)** – This project proposes to widen travel lanes and improve shoulders along 1.1 miles of Sandmound Boulevard from Mariner Road to Cypress Road.
- III-49. **Sandmound Boulevard Widening - Oakley City Limits to Mariner Road (Bethel Island AOB)** – This project proposes to widen travel lanes and improve shoulders for about 0.3 miles of Sandmound Boulevard from Oakley City Limits to Mariner Road.
- III-50. **Sellers Avenue & Balfour Road Intersection Improvements (East County Regional AOB)** – This project proposes to install a new traffic signal and exclusive left-turn lanes at the intersection of Sellers Avenue and Balfour Road.
- III-51. **Sellers Avenue & Chestnut Avenue Intersection Improvements (East County Regional AOB)** – This project proposes to install a new traffic signal and exclusive left-turn lane at the intersection of Sellers Avenue and Chestnut Avenue.
- III-52. **Sellers Avenue & Marsh Creek Road Intersection Improvements (East County Regional AOB)** – This project proposes to install a new traffic signal at the intersection of Sellers Avenue and Marsh Creek Road in cooperation with Caltrans.
- III-53. **Sellers Avenue & Sunset Road Intersection Improvements (East County Regional AOB)** – This project proposes to install a new traffic signal and exclusive left-turn lanes at the intersection of Sellers Avenue and Sunset Road.
- III-54. **Sellers Avenue Widening – Delta Road to Chestnut Street (East County Regional AOB)** – This project proposes to widen about 2.5 miles of Sellers Avenue from Delta Road to Chestnut Street.
- III-55. **Sellers Avenue Widening – Main Canal to Marsh Creek Road (East County Regional AOB)** – This project proposes to widen shoulders for about 1.5 miles of Sellers Avenue from the ECCID canal south to Marsh Creek Road.



- III-56. **SR239/Trilink: Vasco Road-Byron Highway Connector** – This project proposes to construct a new roadway as part of the future Route 239 connector between Vasco Road and Byron Highway.
- III-57. **State Route 4 & Byron Highway (South) Intersection Widening (Phase 2) (East County Regional AOB)** – This project proposes to widen the existing pavement on Byron Highway's portion of the intersection to provide turn lanes onto State Route 4.
- III-58. **State Route 4 & Newport Drive Signal (Discovery Bay AOB)** – This project proposes to install a new traffic signal at the intersection of State Route 4 and Newport Drive in cooperation with Caltrans.
- III-59. **State Route 4 Widening - Bixler Road to Discovery Bay Boulevard - Complete Streets and Bridge Widening (Discovery Bay AOB)** – This project proposes to widen about 1.2 miles of State Route 4 from Bixler Road to Discovery Bay Boulevard in cooperation with Caltrans.
- III-60. **State Route 4 Widening – Byron Highway to Regatta Drive (Discovery Bay AOB)** – This project proposes to widen State Route 4 between Byron Highway and Regatta Drive.
- III-61. **Sunset Road Widening – Sellers Avenue to Byron Highway (East County Regional AOB)** – This project proposes to widen shoulders for about 2.0 miles of Sunset Road from Sellers Avenue to Byron Highway.
- III-62. **Vasco Road / Camino Diablo Intersection Improvements (East County Regional AOB)** – This project is to modify the intersection at Vasco Road and Camino Diablo. Improvements include dual right turn lanes on eastbound Camino Diablo, lengthen the 4-lane section on Vasco Road near the intersection, and maintain the exclusive right lane on northbound Vasco Road.
- III-63. **Vasco Road Safety Improvements (Phase 2)** – This project proposes to widen the roadway and construct a median barrier for about 1.5 miles of Vasco Road. Project awaiting programmed funding.
- III-64. **Walnut Blvd Bicycle Improvements - Marsh Creek Road to Vasco Road** – This project proposes to construct bicycle roadway improvements along Walnut Boulevard (Brentwood) from Marsh Creek Road to Vasco Road.



**COMPLETED CONSTRUCTION PROJECTS** – This section is for projects are in construction or will be in the process of being closed out by the 2018/2019 CRIPP publication.

- **Byron Highway & Camino Diablo Intersection Improvements (East County AOB)** – This project is to install new traffic signals, construct intersection improvements with left turn pockets, improve the railroad crossing, and construct new sidewalks. Construction has started in July 2017. This project is funded by Highway Safety Improvement Program (HSIP), East County Regional AOB, Gas Tax Funds, Measure J and East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fees.
- **Main Street, Byron Sidewalk Improvement Project** – This project is to construct approximately 900 linear feet of sidewalk along Main Street, Byron. This is to improve the existing pedestrian facility and restore the roadway crown and drainage. This project is funded by Gas Tax Funds and ECCRFFA Fees.
- **Morgan Territory Road Slide Repair** – This project is to reconstruct the Morgan Territory Road after a severe storm, landslide, and water main break damaged the two-lane rural road. The road was closed to traffic for several months which cut-off residents who lived south of the wash out from Marsh Creek Road, the main thoroughfare in the area. This project is funded by **Gas Tax Funds**.

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Balfour Road Shoulder Widening - Sellers Avenue to Bixler Road

**PROJECT DESCRIPTION** Balfour Road Shoulder Widening - Sellers Avenue to Bixler Road – This project is to provide improvements at intersections and widen the shoulders along 3.0 miles of Balfour Road from Sellers Avenue to Bixler Road. Construction has started in July 2017. This project is funded by Discovery Bay Mitigation Fees.

**PURPOSE AND NEED** Improve safety along Balfour Road.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** efficiency

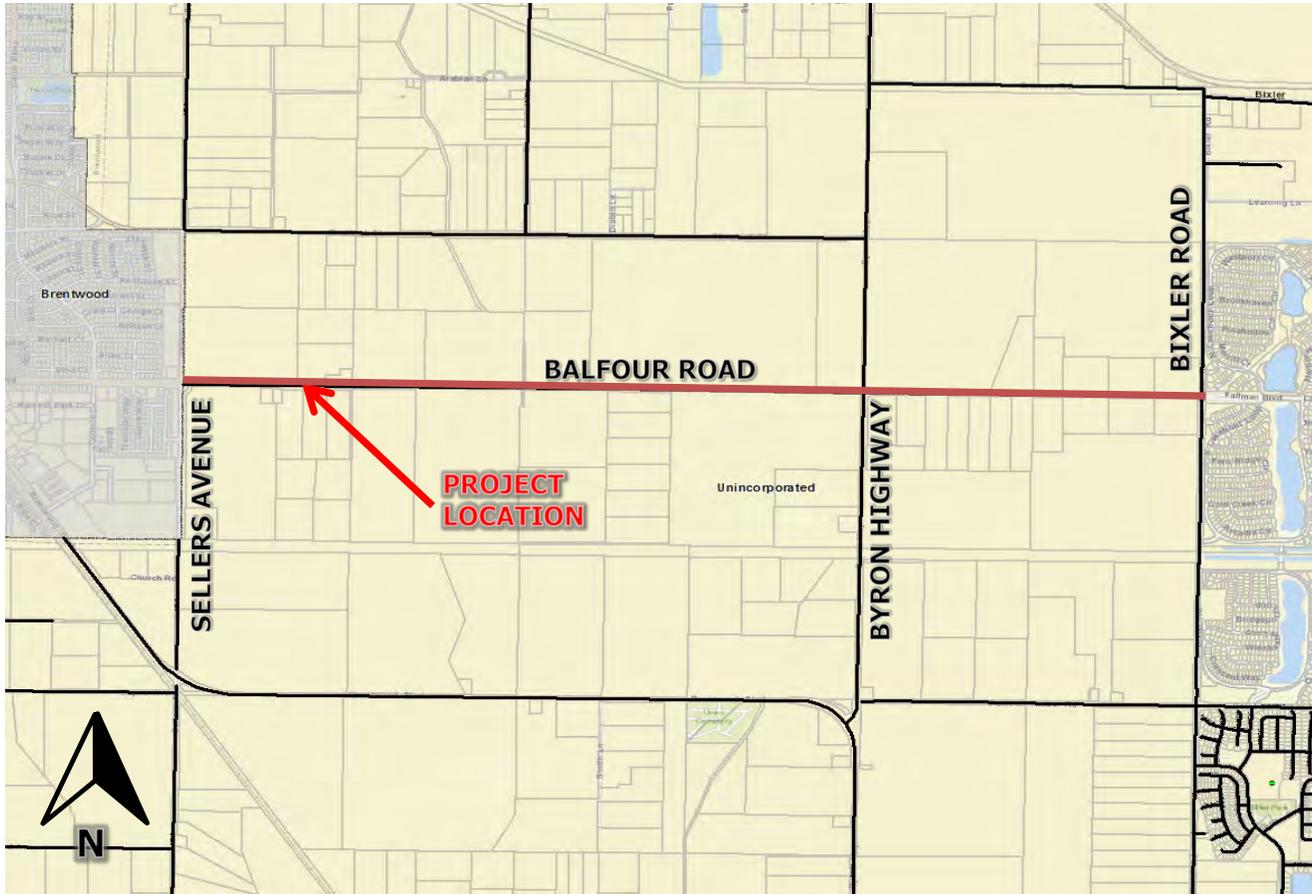
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	19	17	2							
Preliminary Engineering	99	99								
Environmental	410	400	10							
Design Engineering	2,034	2,034								
+ Right-of-Way	575	575								
+ Construction	5,631		5,631							
<b>Total</b>	<b>8,768</b>	<b>3,125</b>	<b>5,643</b>							
Disco Bay West	8,768	3,125	5,643							

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Balfour Road Shoulder Widening - Sellers Avenue to Bixler Road



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Blackhawk Road Bikeway Project

**PROJECT DESCRIPTION** Blackhawk Road Bikeway Project (NEW) – This project is to construct Class 2 bicycle lanes from San Andreas Drive to Blackhawk Plaza Drive. This project will also construct Class 3 bike route from San Andreas Drive to Mt. Diablo Scenic Blvd and from Blackhawk Plaza Drive to Camino Tassajara. This project is funded by Transportation Development Act (TDA), SB1 Road Maintenance and Rehabilitation Account (RMRA), and Developer Fees.

**PURPOSE AND NEED** No existing bicycle facilities

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** accessibility

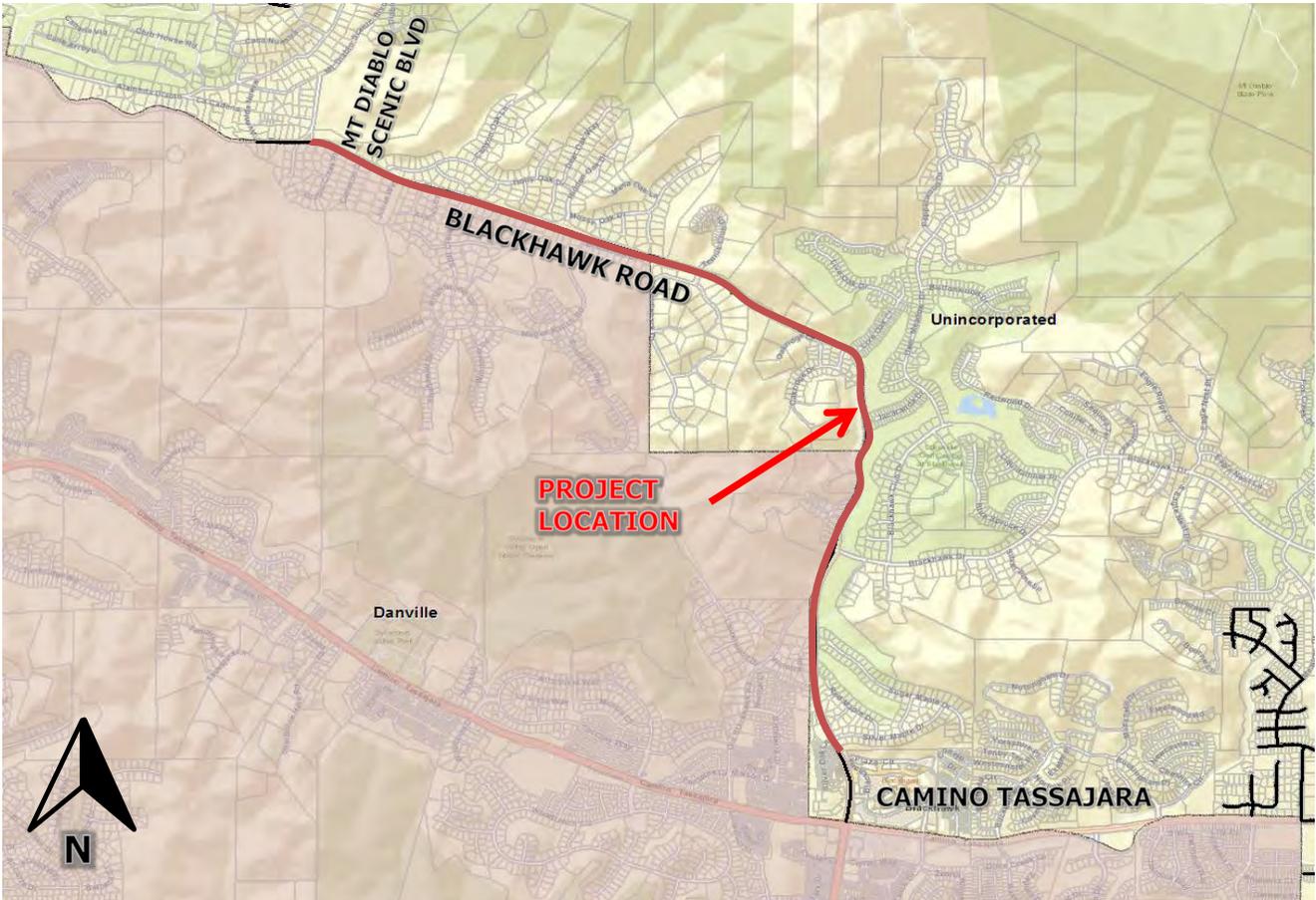
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	21	21	40							
Environmental										
Design Engineering	65	65								
+ Right-of-Way										
+ Construction	364		40	324						
<b>Total</b>	<b>490</b>	<b>86</b>	<b>80</b>	<b>324</b>						
+ Gas Tax (c)	80		80							
Measure J Program 28 funds	210			210						
TDA	100			100						
Trust 8192	100	86		14						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Blackhawk Road Bikeway Project



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Byron Highway/Byer Road Safety Improvements

**PROJECT DESCRIPTION** Byron Highway / Byer Road Safety Improvements (revised name) (Discovery Bay AOB and East County Regional AOB) – This project is to install safety improvement along the frontage of Excelsior Middle School. These improvements include the construction of a left turn pocket from southbound Byron Highway to eastbound Byer Road, a two-way left turn lane on Byron Highway, and a widening of the roadway shoulders. Construction is scheduled for 2020. This project is funded by Highway Safety Improvement Program (HSIP), Discovery Bay AOB, and East County Regional AOB.

**PURPOSE AND NEED** Improve pedestrian and traffic movements at the intersection

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** safety

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	51	43	2	2	2	2				
Preliminary Engineering										
Environmental	197	5	47	50	95					
Design Engineering	179	6	97	60	15					
+ Right-of-Way	126			10	30	86				
+ Construction	647					647				
<b>Total</b>	<b>1,199</b>	<b>54</b>	<b>146</b>	<b>122</b>	<b>142</b>	<b>735</b>				
Disco Bay AOB	291	54	37	122	78					
East County Regional AOB	291				64	227				
HSIP	617		109			508				

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Byron Highway/Byer Road Safety Improvements



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)

**PROJECT DESCRIPTION** This project is to replace the Byron Highway Bridge, approximately 1.4 miles northwest of the Alameda County Line. Construction is scheduled for 2020. This project is funded by Highway Bridge Program (HBP) and Gas Tax Funds, and is co-sponsored with the Department of Water Resources.

**PURPOSE AND NEED** The existing bridge is approaching the end of its useful life.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** reliability

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination										
Preliminary Engineering										
Environmental										
Design Engineering	2,351	346	140	510	630	570	155			
+ Right-of-Way	321			5	5	186	125			
+ Construction	11,370						700	10,670		
<b>Total</b>	<b>14,042</b>	<b>346</b>	<b>140</b>	<b>515</b>	<b>635</b>	<b>756</b>	<b>980</b>	<b>10,670</b>		
DWR	341		40	15	35	81	170			
HBP	13,146	266	60	400	520	595	705	10,600		
- Gas Tax (c)	555	80	40	100	80	80	105	70		

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Byron Highway Bridge Replacement over California Aqueduct (Bridge No. 28C0121)



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Byron Highway Traffic Safety Improvements

**PROJECT DESCRIPTION** Byron Highway Safety Improvements (revised name) – This project is to construct centerline rumble strips along Byron Highway from Byron Hot Springs Road to the County Line. Construction is scheduled for 2019. This project is funded by Highway Safety Improvement Program (HSIP) and Gas Tax Funds.

**PURPOSE AND NEED** Project needed to improve traffic safety and reduce number of head-on collisions.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** safety

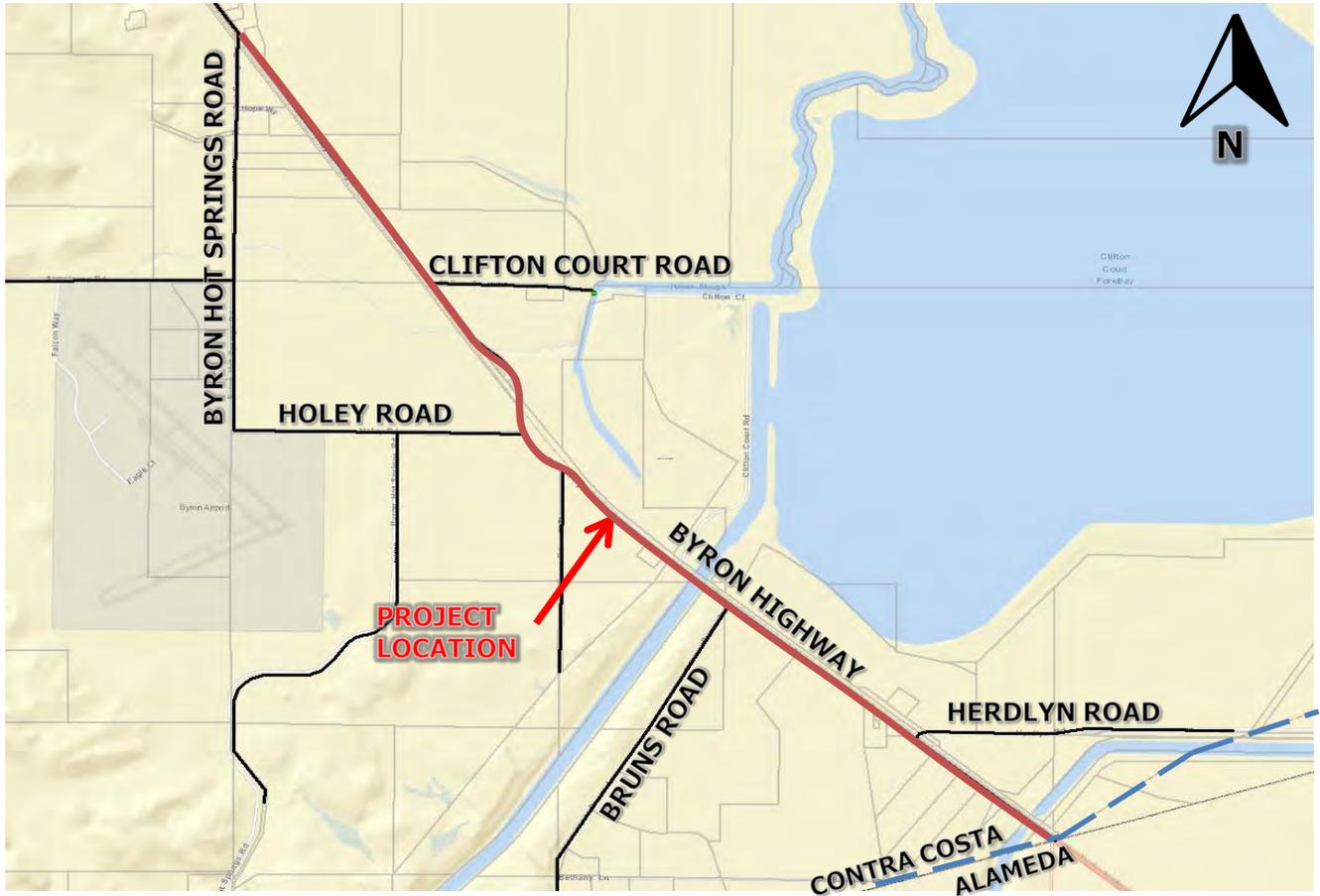
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	47	19	7	12	9					
Preliminary Engineering										
Environmental	35	17	12	6						
Design Engineering	110	33	40	37						
+ Right-of-Way										
+ Construction	2,524				2,524					
<b>Total</b>	<b>2,716</b>	<b>70</b>	<b>59</b>	<b>54</b>	<b>2,533</b>					
ECCRFFA Fee	1,670				1,670					
HSIP	515	20	59	13	423					
+ Gas Tax (c)	531	50		41	440					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Byron Highway Traffic Safety Improvements



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Camino Tassajara Bike Lane Gap Closure Project: Finley Road to Windemere Parkway

**PROJECT DESCRIPTION** Camino Tassajara Bike Lane Gap Closure Project – This project is to fill gaps in the Class II bike lanes along Camino Tassajara from Finley Road to Windemere Parkway. This project is scheduled for construction in 2019. This project is funded by South County AOB, Measure J Regional, and Tri-Valley Transportation Council (TVTC) fee.

**PURPOSE AND NEED** Complete gaps in the Class 2 bike lanes along Camino Tassajara.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** accessibility

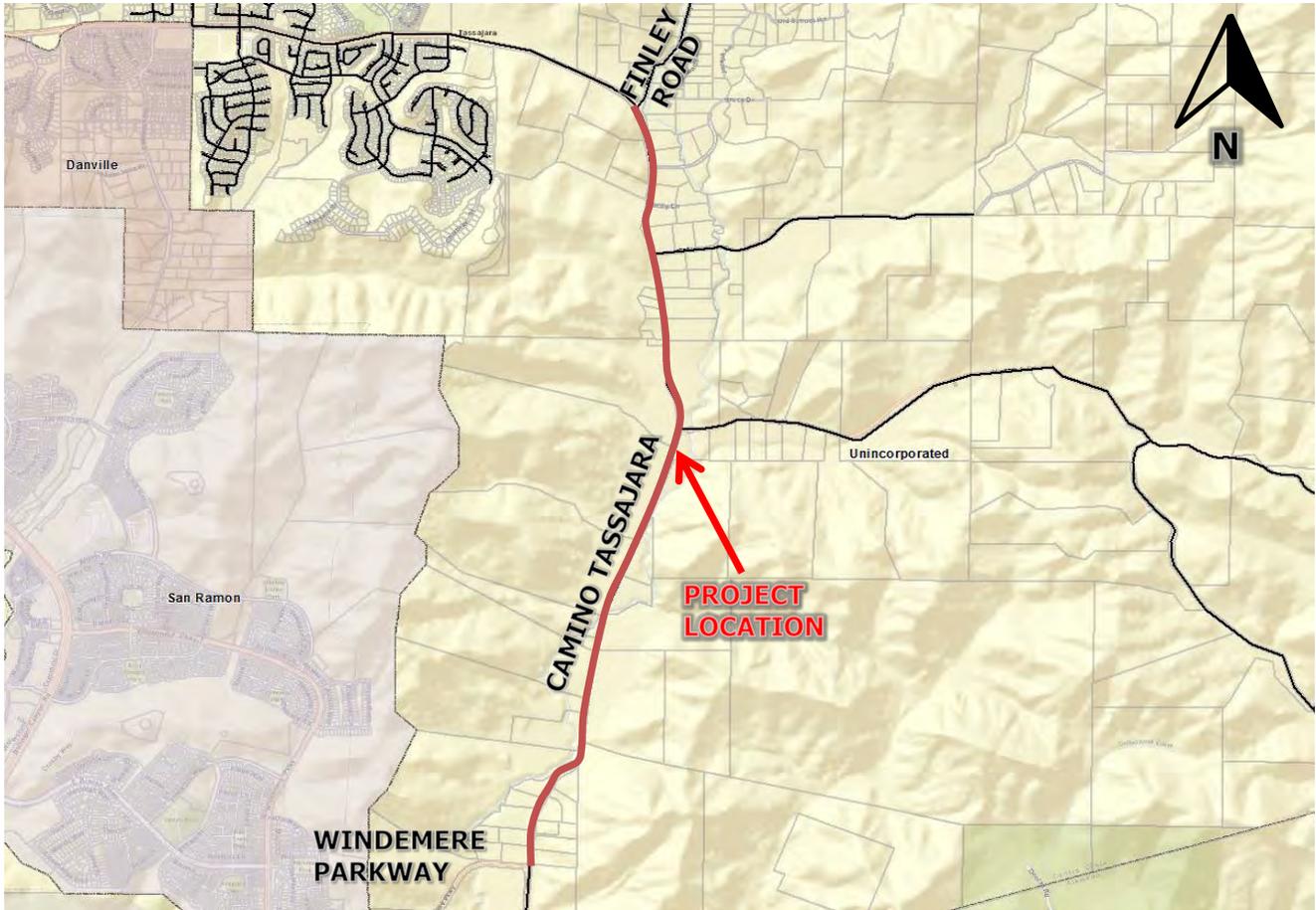
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	33	3	15	15						
Environmental	207	102	75	30						
Design Engineering	278	95	100	84						
+ Right-of-Way	326	121	180	25						
+ Construction	2,405			2,405						
<b>Total</b>	<b>3,250</b>	<b>321</b>	<b>370</b>	<b>2,559</b>						
Measure J Regional	1,000			1,000						
So County AOB	1,000	321	370	309						
TVTC Fee	1,250			1,250						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Camino Tassajara Bike Lane Gap Closure Project: Finley Road to Windemere Parkway



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Camino Tassajara Safety Improvements - S of Windemere Parkway to County Line

**PROJECT DESCRIPTION** Camino Tassajara Safety Improvements – Windemere Parkway to Alameda County Line (renamed) – This project is to realign the Camino Tassajara at the S-curve at the County Line, south of Windemere Parkway. This will be also adding bike lines along Camino Tassajara. Construction is scheduled for 2020. This project is co-sponsored with the City of Dublin. This project is funded by Developer Fees.

**PURPOSE AND NEED** Improve safety along roadway.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** efficiency

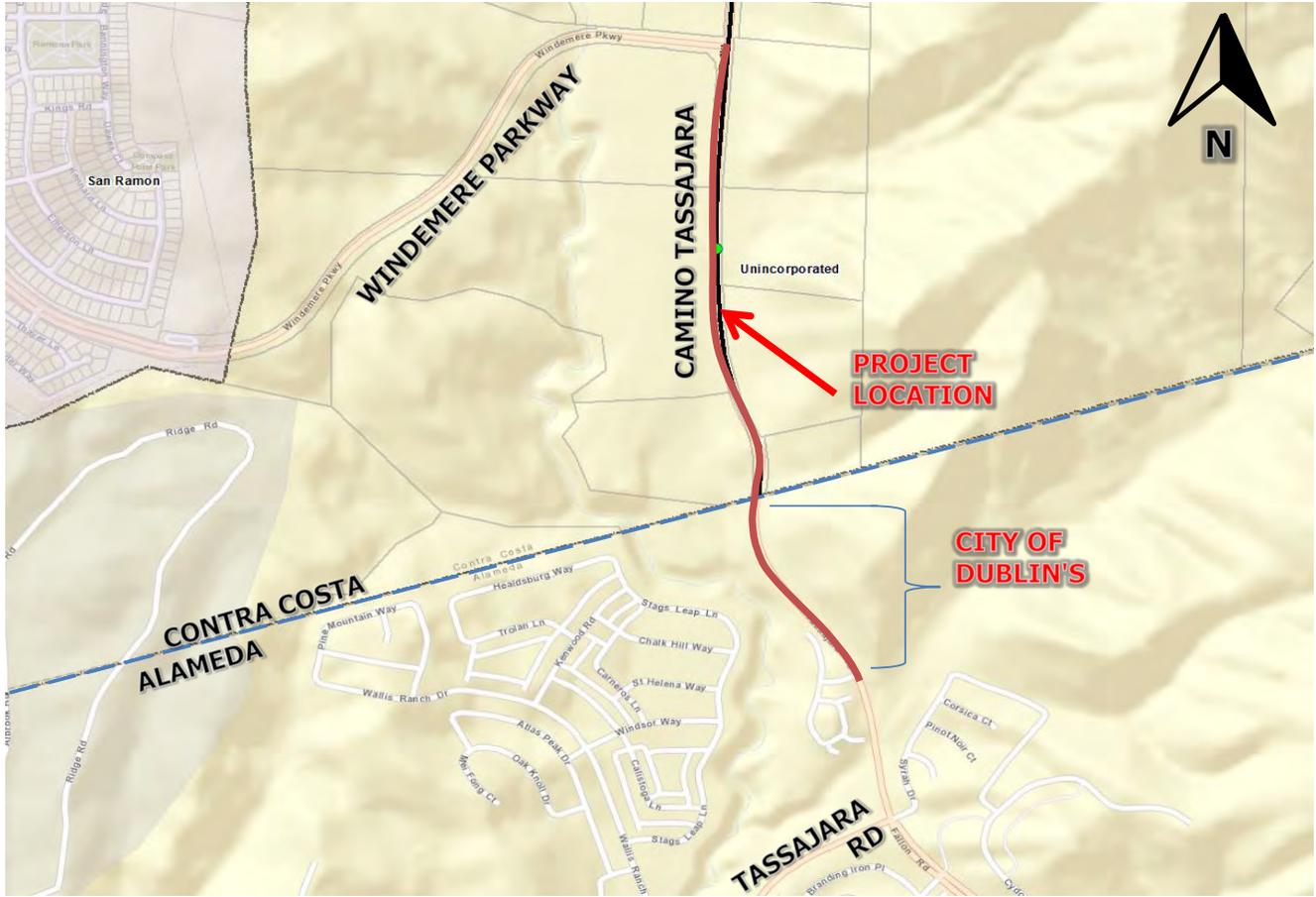
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination										
Preliminary Engineering	269	144	50	50	25					
Environmental	652	2	50	300	300					
Design Engineering	2,628	28	400	700	1,500					
+ Right-of-Way	1,055	3			1,052					
+ Construction	9,854				50	9,804				
<b>Total</b>	<b>14,459</b>	<b>178</b>	<b>500</b>	<b>1,050</b>	<b>2,927</b>	<b>9,804</b>				
SCC D. Valley	6,805				50	9,804				
SCC Sub-Regional	4,605	178	500	1,050	2,877					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Camino Tassajara Safety Improvements – S of Windemere Parkway to County Line



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Clifton Court Road Bridge Repair (Bridge No. 28C0403)

**PROJECT DESCRIPTION** Clifton Court Road Bridge Repair (Bridge No. 28C0403) – This project is to repair and maintain the bridge on Clifton Court Road. Construction schedule and budget forecast are to be updated. This project is funded by Gas Tax Funds.

**PURPOSE AND NEED** Repairs are needed to prevent further deterioration of the bridge.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** reliability

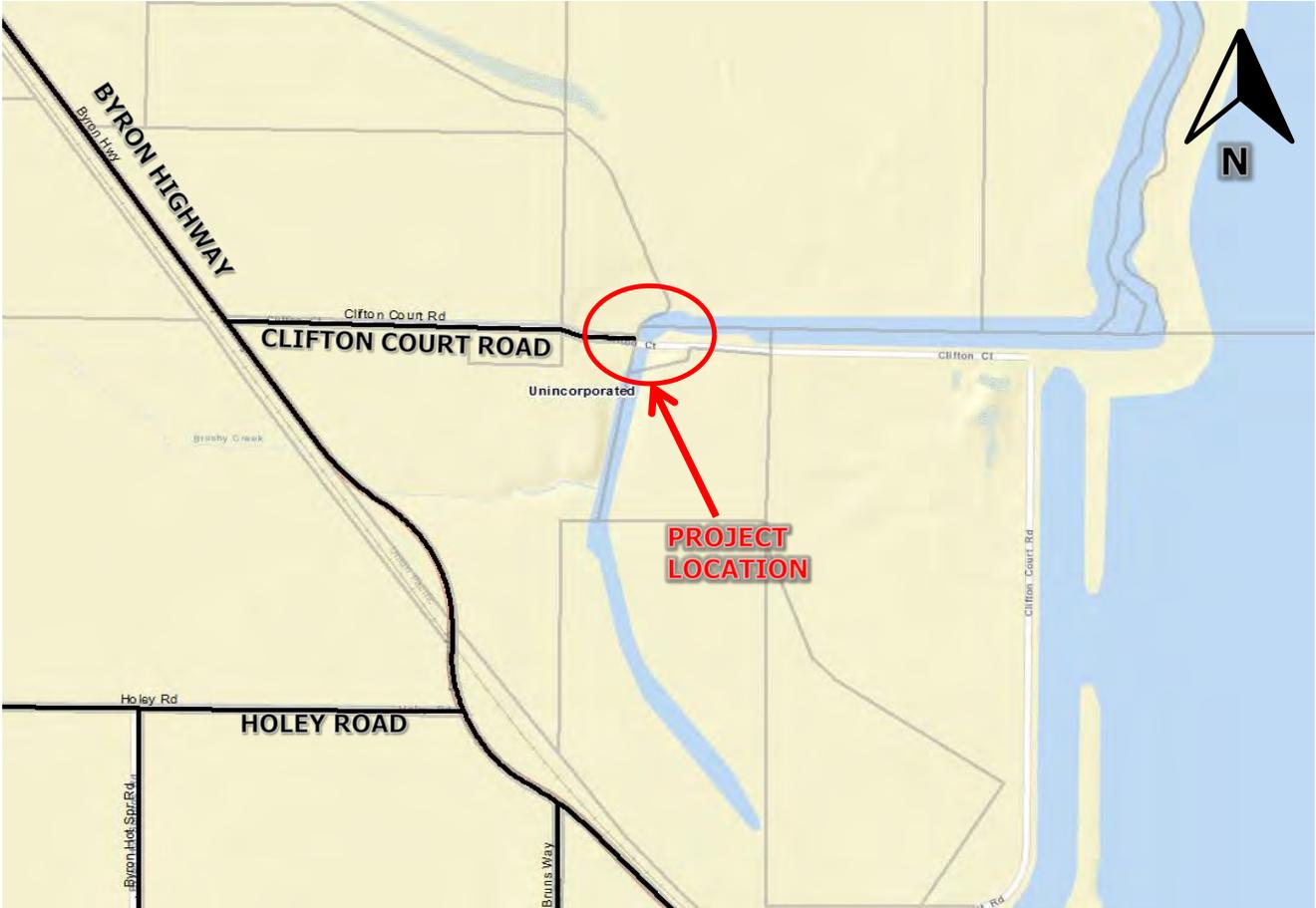
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	104	89	15							
Environmental	204	185	15	4						
Design Engineering										
+ Right-of-Way										
+ Construction	174			174						
<b>Total</b>	<b>483</b>	<b>275</b>	<b>30</b>	<b>178</b>						
Gas Tax	483	275	30	178						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Clifton Court Road Bridge Repair (Bridge No. 28C0403)



Source: County GIS

Legend:

	County Maintained Roads
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## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Jersey Island Road Bridge Repair (Bridge No. 28C0405)

**PROJECT DESCRIPTION** Jersey Island Road Bridge Repair (Bridge No. 28C0405) – This project is to repair and maintain the bridge on Jersey Island Road. Construction is expected in 2018. This project is funded by Gas Tax Funds.

**PURPOSE AND NEED** Repairs are needed to prevent further deterioration leading to bridge replacement.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** reliability

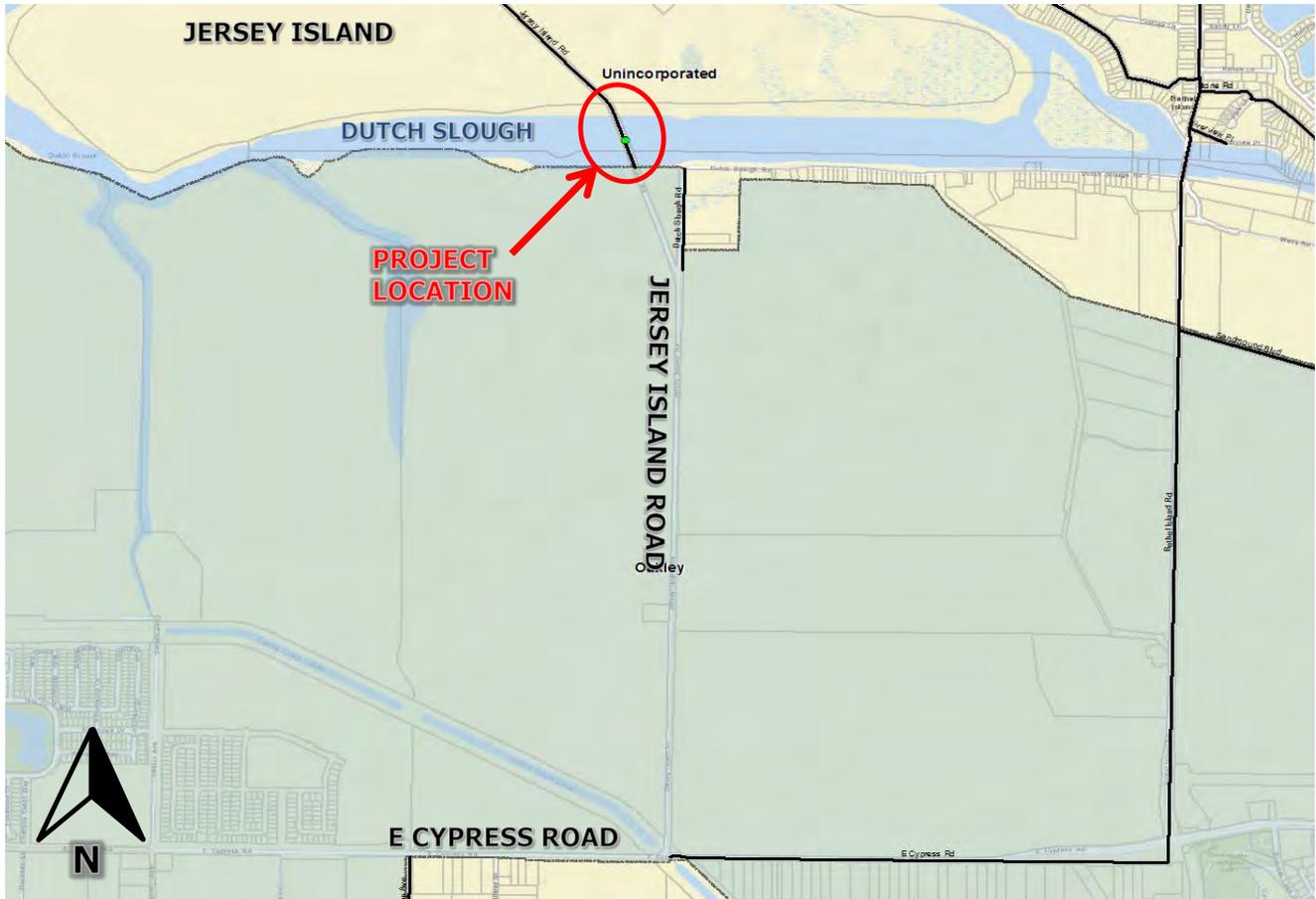
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering										
Environmental	50	45	2	3						
Design Engineering	132	122	10							
+ Right-of-Way										
+ Construction	103			103						
<b>Total</b>	<b>285</b>	<b>167</b>	<b>12</b>	<b>106</b>						
Gas Tax	285	167	12	106						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Jersey Island Road Bridge Repair (Bridge No. 28C0405)



Source: County GIS

Legend:  
— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Local Streets and Roads Preservation Project

**PROJECT DESCRIPTION** Local Streets and Roads Preservation Project – This project is a road preservation project for over 3 miles of San Pablo Dam Road from El Portal Drive to Tri Lane. This project will grind the top 0.17' of roadway and replace it in-kind with new asphalt. Construction is scheduled in 2019. Funding sources include the One Bay Area Grant (OBAG) and Gas Tax Funds.

**PURPOSE AND NEED** These roads have been identified for road preservation.

**SUPERVISOR DISTRICT:** 1, 3

**PROJECT CATEGORY:** reliability

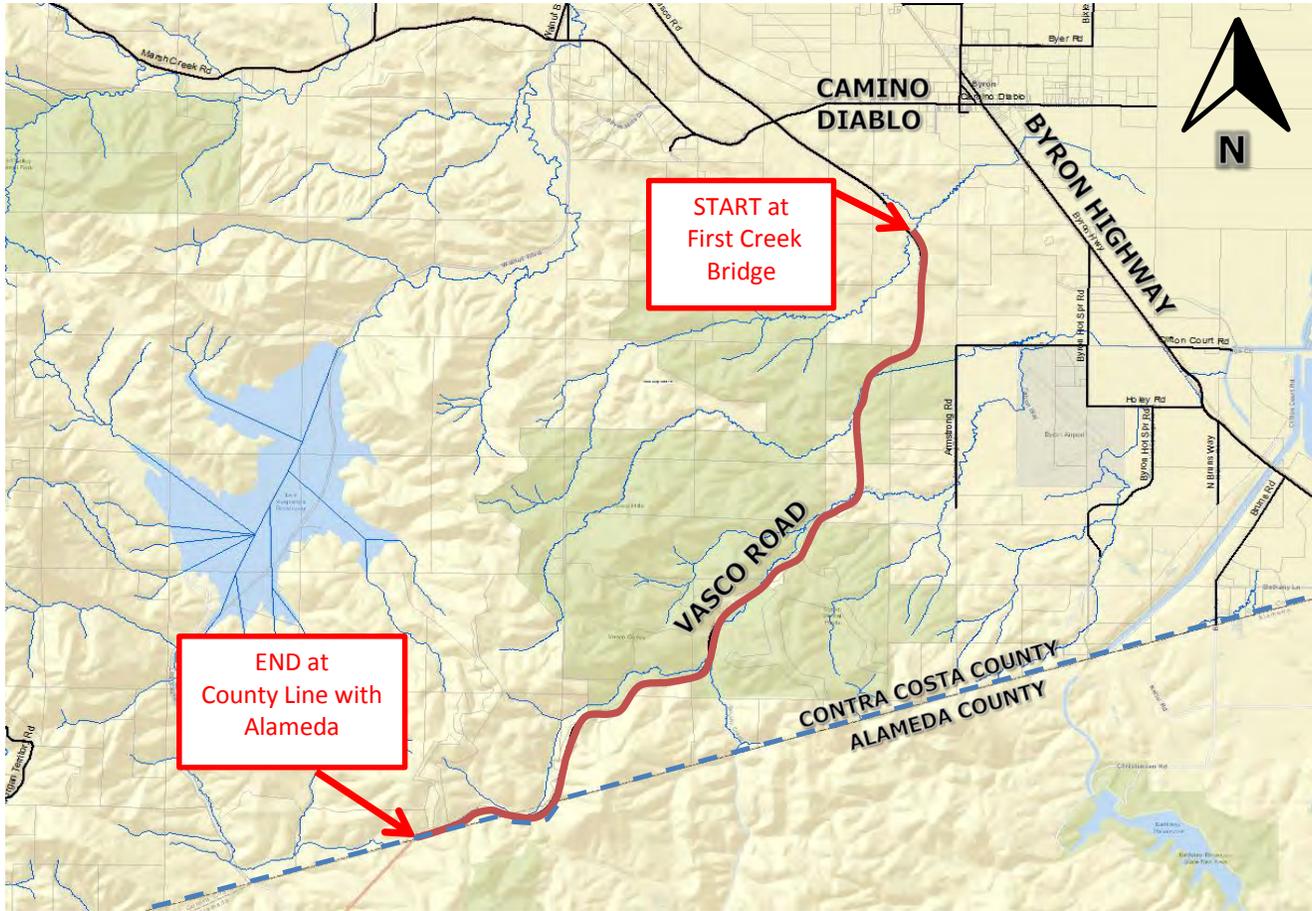
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	33	18	5	5	5					
Preliminary Engineering										
Environmental	50	9	20	21						
Design Engineering	280		100	130	50					
+ Right-of-Way	20			5	15					
+ Construction	5,372				5,372					
<b>Total</b>	<b>5,772</b>	<b>27</b>	<b>125</b>	<b>161</b>	<b>5,459</b>					
LSRP	4,327				4,327					
- Gas Tax (c)	1,445	27	125	161	1,132					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Local Streets and Roads Preservation Project



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Bridge Replacement (Bridge No. 28C0141)

**PROJECT DESCRIPTION** Marsh Creek Road Bridge Replacement (Bridge No. 28C0141) – This project is to replace the existing bridge with a concrete bridge on Marsh Creek Road over Marsh Creek, approximately 1.8 miles east of Morgan Territory Road. Construction is expected in 2018. This project is funded by Highway Bridge Program (HBP), East County Regional AOB, and Gas Tax Funds.

**PURPOSE AND NEED** The existing bridge is approaching the end of its useful life.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** reliability

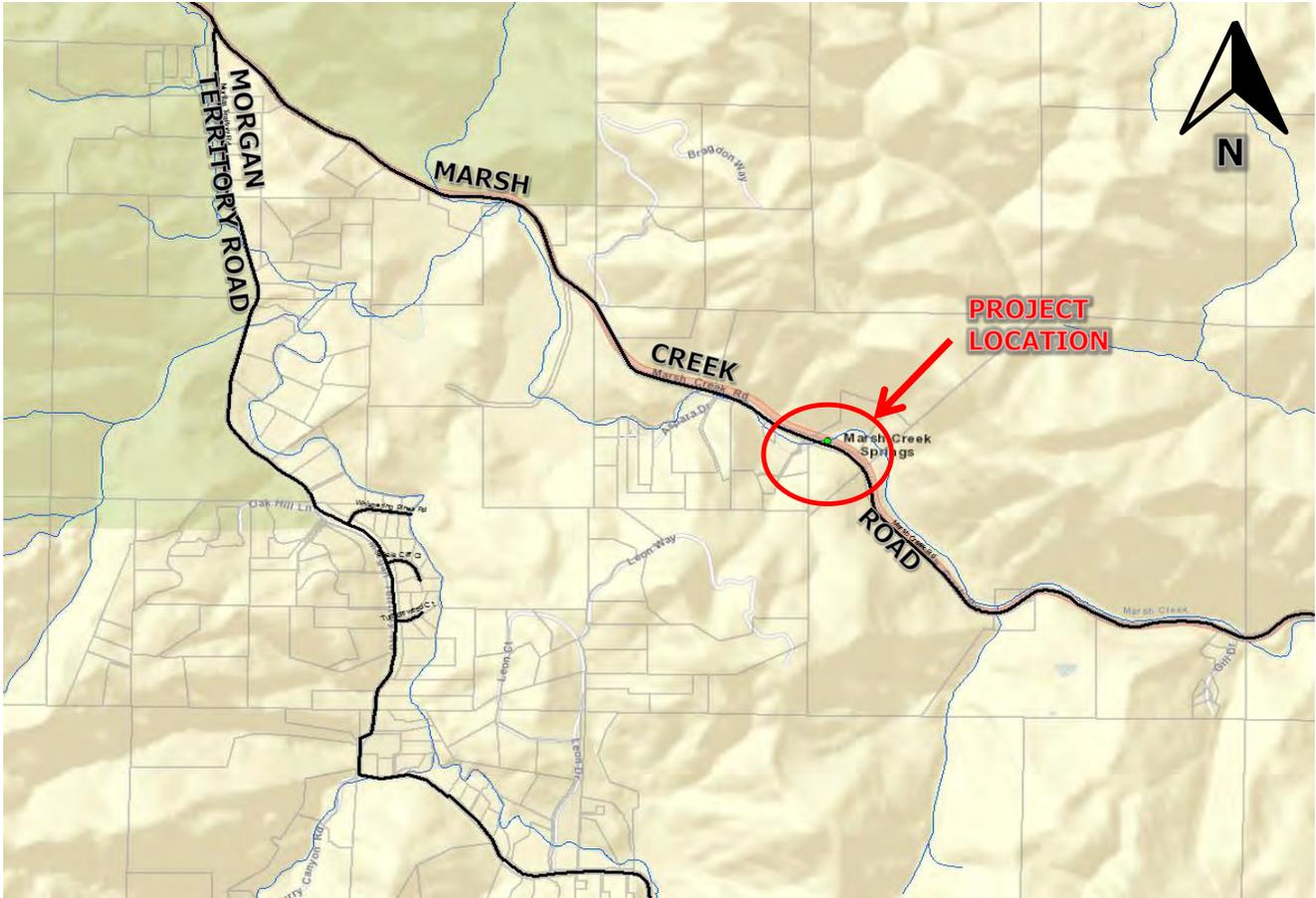
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	631	631								
Environmental										
Design Engineering	654	464	180	10						
+ Right-of-Way	209	198	9	2						
+ Construction	5,800		1,000	3,200	1,600					
<b>Total</b>	<b>7,294</b>	<b>1,293</b>	<b>1,189</b>	<b>3,212</b>	<b>1,600</b>					
East County Regional AOB	360		100	260						
HBP	5,696	497	1,044	2,805	1,350					
+ Gas Tax (c)	1,238	796	45	147	250					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Bridge Replacement (Bridge No. 28C0141)



Source: County GIS

Legend:  
— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Bridge Replacement (Bridge No. 28C0143 & 28C0145)

**PROJECT DESCRIPTION** Marsh Creek Road Bridge Replacement (Bridge No. 28C0143 & 28C0145) – This project is replace two bridges on Marsh Creek Road, located approximately 3.0 miles east of Deer Valley Road and 7.3 miles east of Morgan Territory Road. Preliminary engineering is currently underway. Construction is scheduled in 2020. This project is funded by Highway Bridge Program (HBP), East County Regional AOB, and Gas Tax Funds.

**PURPOSE AND NEED** The existing bridges are approaching the end of their useful life.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** reliability

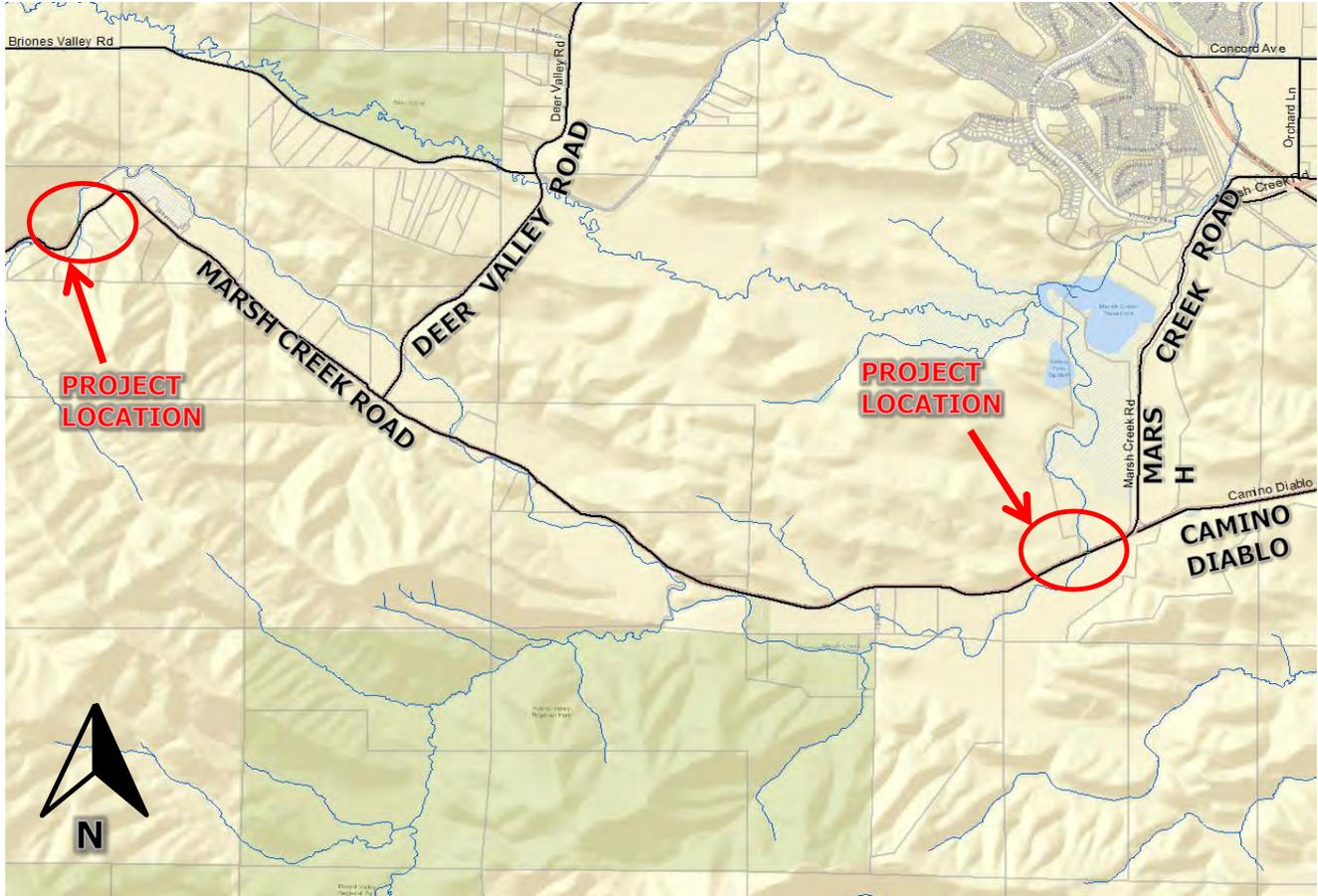
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering										
Environmental										
Design Engineering	1,752	352	550	600	250					
+ Right-of-Way	353	3		200	150					
+ Construction	5,950				500	4,000	1,450			
<b>Total</b>	<b>8,055</b>	<b>355</b>	<b>550</b>	<b>800</b>	<b>900</b>	<b>4,000</b>	<b>1,450</b>			
East County Regional AOB	270			270						
Gas Tax	1,487	277	200		220	600	190			
HBP	6,298	78	350	530	680	3,400	1,260			

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Bridge Replacement (Bridge No. 28C0143 & 28C0145)



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Traffic Safety Improvements

**PROJECT DESCRIPTION** Marsh Creek Road Traffic Safety Improvements (NEW) – This project is to construct safety improvements along Marsh Creek Road such as centerline rumble strips and upgrade signage with new reflective sheeting. Flashers will be placed near the existing intersection ahead sign near the intersection of Deer Valley Road and Marsh Creek Road. A street light will also be installed to light the intersection at night. The flashers and streetlight are to notify drivers of the intersections of their approach to the intersection at night. There are several incidents where drivers have misjudged the turn and ran off the road. This project is scheduled for construction in 2020. This project is funded by the Highway Safety Improvement Program (HSIP) and the East County Regional AOB.

**PURPOSE AND NEED** Improve roadway infrastructure to improve driver awareness and overall safety.

**SUPERVISOR DISTRICT:** 3, 4

**PROJECT CATEGORY:** safety

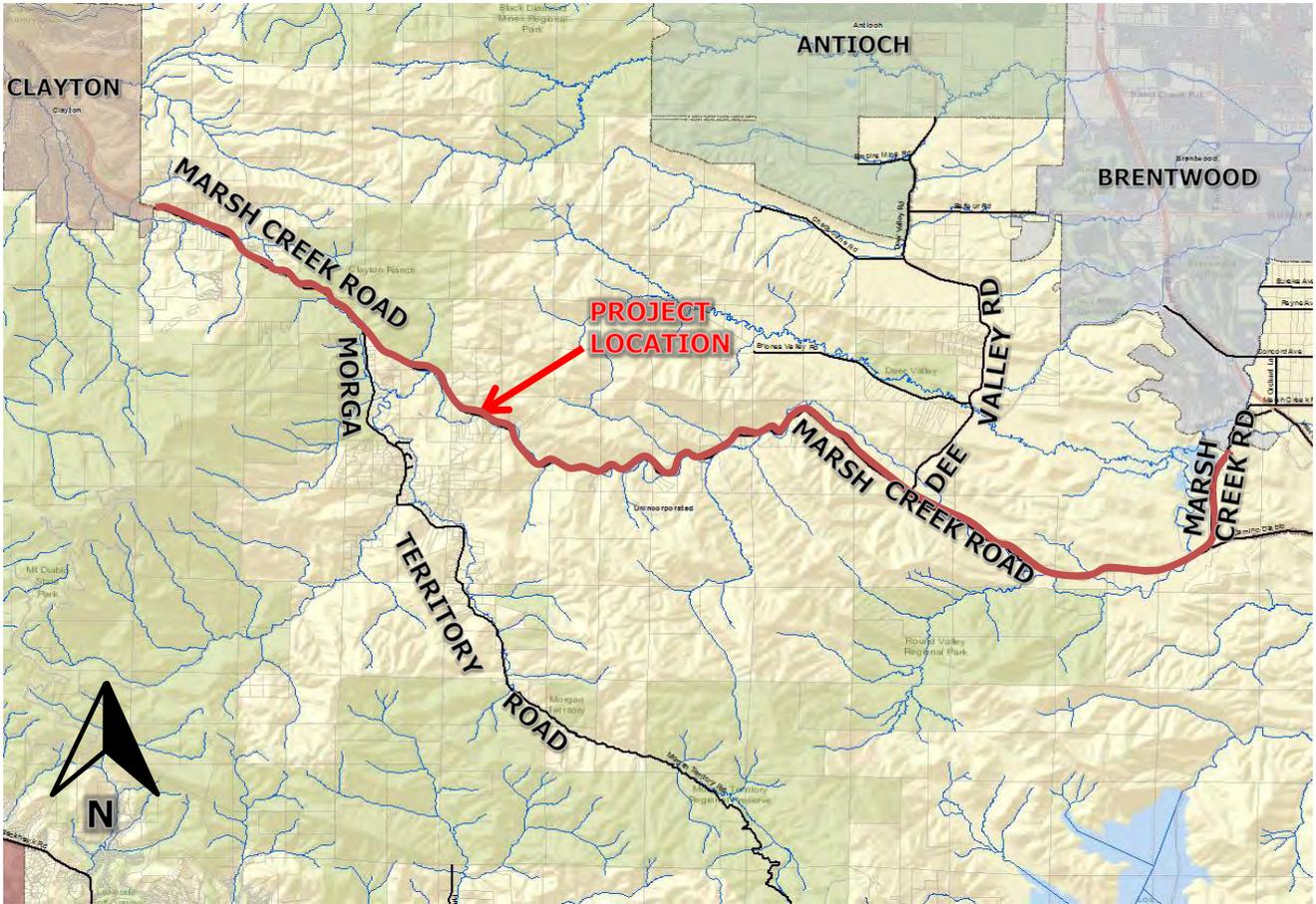
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	50	32	8	8	2					
Preliminary Engineering										
Environmental	70	18	40	12						
Design Engineering	329	68	166	95						
+ Right-of-Way	20			20						
+ Construction	1,059				1,059					
<b>Total</b>	<b>1,528</b>	<b>118</b>	<b>214</b>	<b>135</b>	<b>1,061</b>					
East County Regional AOB	260	82	38	135	5					
HSIP	1,268	36	176		1,056					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Traffic Safety Improvements



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Morgan Territory Bridge Scour Repairs

**PROJECT DESCRIPTION** Morgan Territory Bridge Scour Repair – This project is to repair the creek banks and foundation of a bridge located on Morgan Territory Road. Construction is scheduled for 2018. This project is funded by Gas Tax Funds and the East Contra Costa Regional Fee and Financing Authority (ECCRFFA) Fees.

**PURPOSE AND NEED** Repairs are needed to extend the service life of the bridges.

**SUPERVISOR DISTRICT:** 3

**PROJECT CATEGORY:** reliability

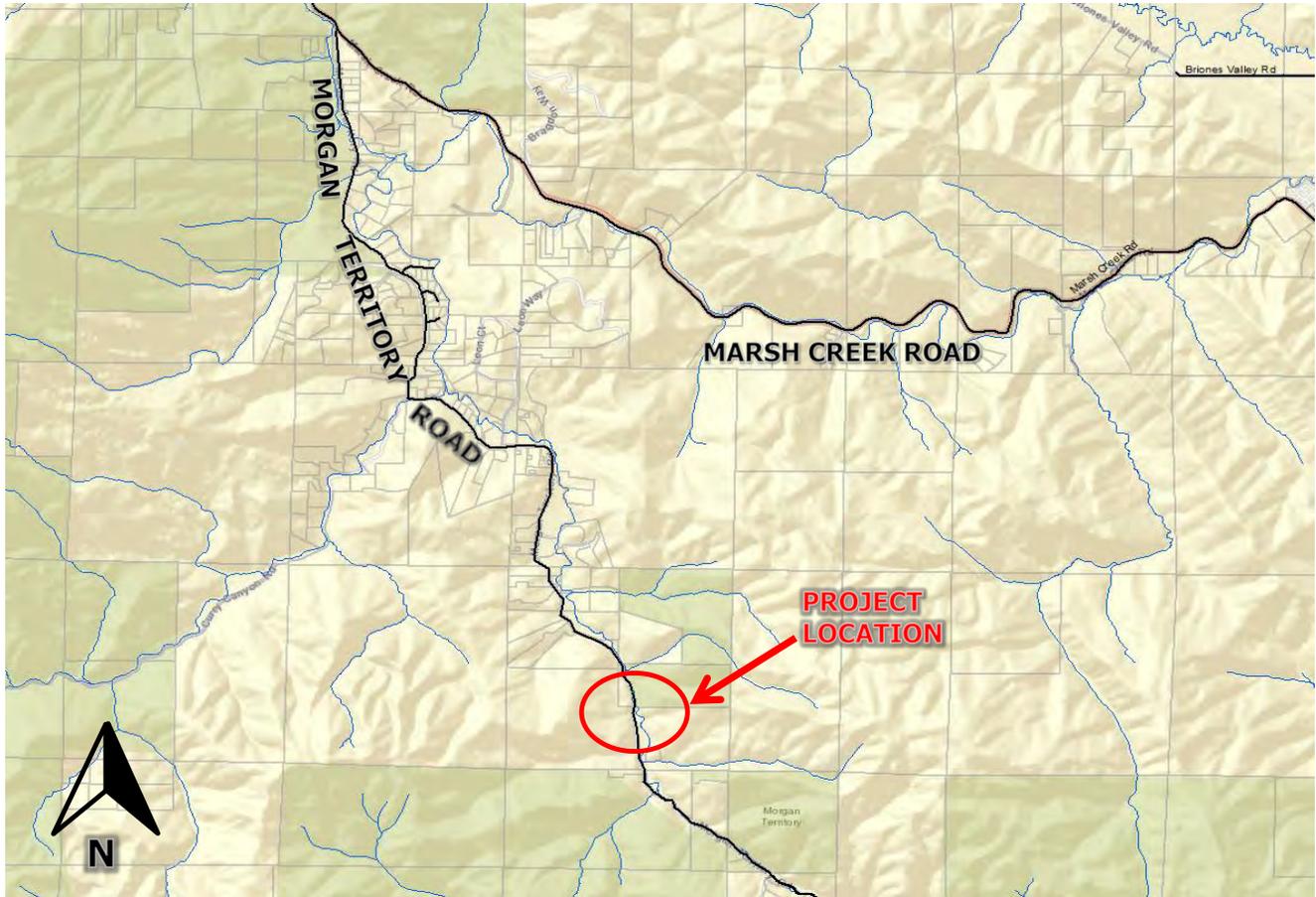
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	206	198	8							
Environmental	171	156	15							
Design Engineering										
+ Right-of-Way	20	20								
+ Construction	580		170	410						
<b>Total</b>	<b>976</b>	<b>373</b>	<b>193</b>	<b>410</b>						
ECCRFFA Fee	360		80	280						
+ Gas Tax (c)	616	373	113	130						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Morgan Territory Bridge Scour Repair



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County

**PROJECT DESCRIPTION** Pedestrian Crossing Enhancements - Central and East County (New) – This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated **rectangular** rapid flash beacons (RRFB) at crosswalks. This project is scheduled for construction in 2018. The project is funded by the Transportation Development Act (TDA) grant and by Local Funds.

**PURPOSE AND NEED** Increase driver awareness at pedestrian crosswalks near schools

**SUPERVISOR DISTRICT:** 2, 3, 4, 5

**PROJECT CATEGORY:** accessibility

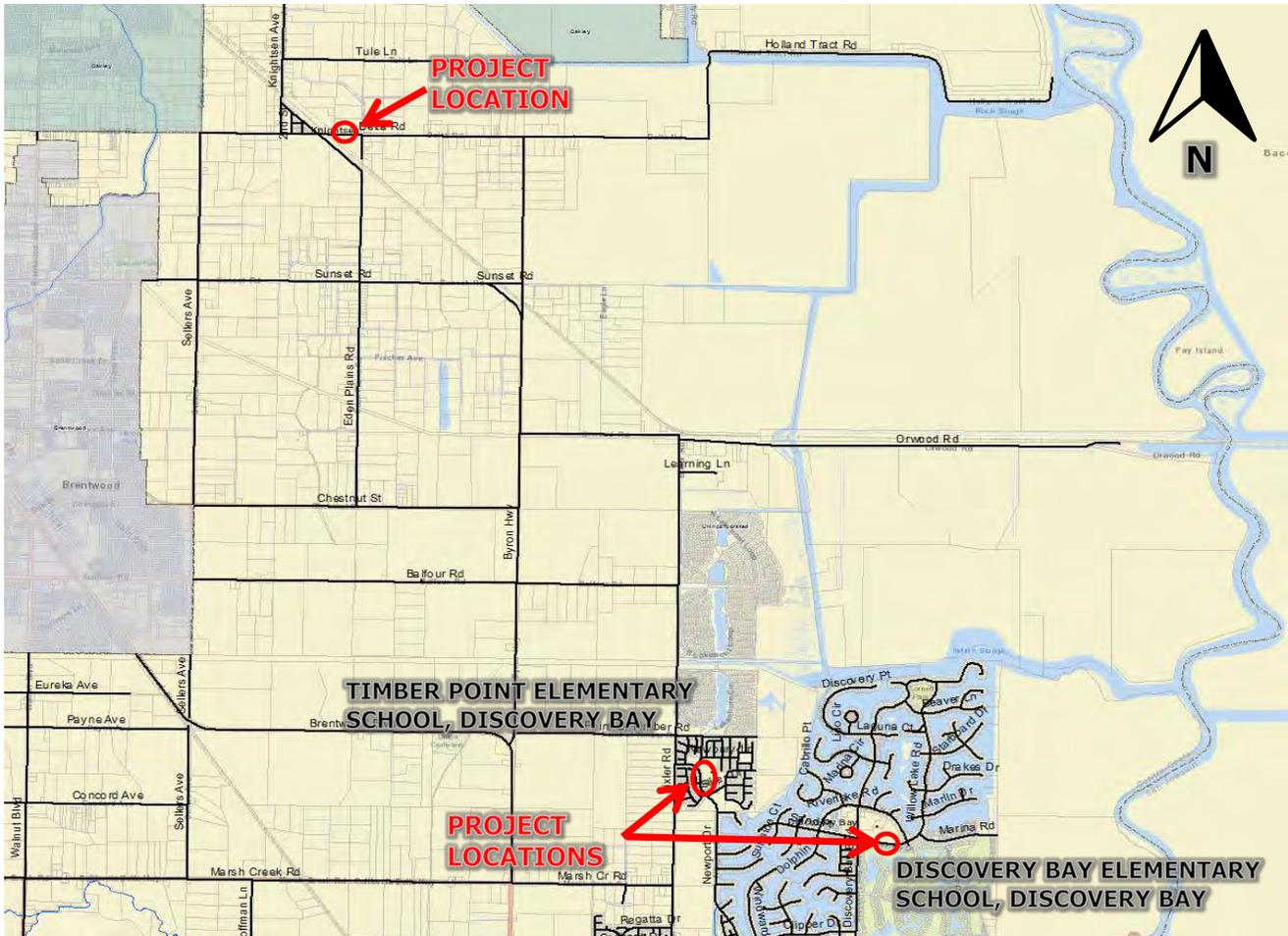
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	14	7	3	5						
Preliminary Engineering	7	7								
Environmental	10		10							
Design Engineering	266	206	60							
+ Right-of-Way	23		10	13						
+ Construction	420		70	350						
<b>Total</b>	<b>740</b>	<b>219</b>	<b>153</b>	<b>367</b>						
+ Gas Tax (c)	540	19	153	367						
TDA	200	200								

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County



Source: County GIS

Note: See other Supervisor Districts for other pedestrian crossing locations.

Legend:

— County Maintained Roads



## Board of Supervisor District IV





## CRIPP PROJECT DESCRIPTIONS FOR DISTRICT 4

**ACTIVE PROJECTS** – These projects are fully funded and are either in the design phase or will be constructed in the near future.

- IV-1. **Kirker Pass Road Northbound Truck Climbing Lane** – This project is to construct a truck climbing lane in the northbound direction from Clearbrook Drive to the northern Hess Road intersection. The project is scheduled for construction in 2019. This project is funded by State Transportation Improvement Program (STIP), **State Match Program Funds**, Gas Tax Funds, and Measure J.
- IV-2. **Kirker Pass Road Open Grade Overlay (NEW)** – This project is to conduct pavement rehabilitation on a portion of Kirker Pass Road. This project is scheduled for construction in 2019. Funding is through the One Bay Area Grant (OBAG) and Gas Tax Funds.
- IV-3. **Marsh Creek Road Traffic Safety Improvements** – This project includes safety improvements along Marsh Creek Road. Safety improvements include centerline rumble strips, sign upgrades, and Deer Valley Road intersection improvements. This project is scheduled for construction in 2019. Funding for this project is from Highway Safety Improvement Program (HSIP) and East County Regional AOB.
- IV-4. **Marsh Drive Bridge Replacement (Project Sponsor: County)** – This project is to remove and replace the existing Marsh Drive Bridge in cooperation with the City of Concord. This project is scheduled for construction in 2021. This project is funded by Highway Bridge Program (HBP) and Gas Tax Funds.
- IV-5. **Pedestrian Crossing Enhancements - Central and East County (NEW)**
  - This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated rapid repeating flash beacons (RRFB) and associated curb ramp improvements at crosswalks. This project is scheduled for construction in 2018. The project is funded through a Transportation Development Act (TDA) grant, **and** Gas Tax Funds. The project includes the following school in District 4:
    - a. Northgate High School, Walnut Creek



- IV-6. **Walnut Creek Crosswalk Improvements (NEW)** – This project is to improve pedestrian safety at two crosswalk locations in unincorporated Walnut Creek. One of the crossings, located in District IV, is at the intersection of Walden Road and Westcliffe Lane. The project is scheduled for construction in the summer of 2019. This project is funded by the Highway Safety Improvement Program (HSIP), Transportation Development Act (TDA), and Gas Tax Funds.

**UNDERFUNDED PROJECTS** – These projects are not fully funded and usually originated from the Area of Benefit process and/or from community input/need. Other sources for projects included the Regional Transportation Plan (RTP), Comprehensive Transportation Project List (CTPL) through Contra Costa Transportation Authority, Transportation Expenditure Plan (TEP), and a Public Works List. District 4 includes Pacheco AOB, Central County AOB, East County Regional AOB, and South Walnut Creek AOB.

- IV-7. **Ayers Road & Concord Boulevard Intersection Improvements (Central County AOB)** – This project is to add a southbound right-turn lane and sidewalk at the intersection of Ayers Road and Concord Boulevard.
- IV-8. **Ayer Road & Laurel Avenue Intersection Improvements (Central County AOB)** – This project is to widen the approaches to the intersection at Ayers Road and Laurel Drive and to install new curb, gutter, sidewalk, and traffic signal. Improvements require coordination with the City of Concord.
- IV-9. **Bailey Road & Myrtle Drive Intersection Improvements (Central County AOB)** – This project is to improve the safety at the intersection at Bailey Road and Myrtle Drive by widening Bailey Road for a new through-lane and westbound left turn pocket.
- IV-10. **Bailey Road Improvements - Myrtle Drive to Concord City Limits (Central County AOB)** – This project is to add shoulders north and south of Myrtle Drive to the Concord City Limits.
- IV-11. **Buskirk Avenue Improvements - Treat Boulevard to Pleasant Hill City Limits (Central County AOB)** – This project is to widen the roadway along Buskirk Avenue from Treat Boulevard to the Pleasant Hill City limit.
- IV-12. **Concord Avenue Shared Use Path (revised name)(Pacheco AOB)** – This project is to construct a 10' wide Class 1 shared use path on the south side of Concord Avenue from Contra Costa Boulevard to the Iron Horse Trail.



- IV-13. **Iron Horse Trail Flashers** – This project is to add pedestrian crossing flashers along the Iron Horse Trail to improve pedestrian safety at crosswalks.
- IV-14. **Las Juntas Way & Coggins Drive Intersection Improvements (Central County AOB)** – This project is to improve the intersection level of service through intersection modifications at Las Juntas Way and Coggins Drive near the Pleasant Hill Bart Station.
- IV-15. **Marsh Creek Road Realignment & Safety Improvements (Various Locations)** – This project is to realign and construct safety improvements along Marsh Creek Road. (see also District 3)
- IV-16. **Marsh Creek Trail** – This project is to close the 15 mile bike and pedestrian gap along Marsh Creek Road between Clayton and Brentwood. This project is to construct a bicycle and pedestrian facility from the City of Clayton to East Bay Regional Park District's Round Hill Park. The existing trail in Brentwood is to be extended by others to Round Hill Park. The overall intent is to provide a commuter bicycle trail which connects Central County to East County. (see also District 3)
- IV-17. **Marsh Drive Improvements - Center Avenue to Walnut Creek Bridge (revised name)(Pacheco AOB)** – This project is to widen or restripe the roadway to provide shoulders/bike lanes on both sides of Marsh Drive from Center Avenue up to the Walnut Creek Bridge (near the Iron Horse Trail).
- IV-18. **Mayhew Way Bicycle and Pedestrian Improvements - 200' west of Oberon Drive to Bancroft Road (Central County AOB)** – This project is to construct bicycle and pedestrian improvements along Mayhew Way from Bancroft Road to 200' west of Oberon Drive (Pleasant Hill City Limit).
- IV-19. **Mitchell Canyon Road Bike Lanes** – This project is to widen about one mile of roadway to install class II bike lanes to connect the City of Clayton and the Mitchell Canyon Staging area for Mount Diablo State Park. There some areas due to the topography with limited sight distance which may make it difficult for cars to anticipate bicyclist on the narrow two lane roadway.
- IV-20. **Mountain View Boulevard Pedestrian Improvements - San Miguel Drive to Walnut Boulevard (Central County AOB)** – This project is to construct pedestrian and bicycle facilities along Mountain View Boulevard from San Miguel Drive to Walnut Boulevard.



- IV-21. **North Walnut Creek/Pleasant Hill Area Pavement Rehabilitation** – This project is to conduct pavement rehabilitation in the North Walnut Creek/Pleasant Hill Area.
- IV-22. **Pleasant Hill BART Station Bicycle and Pedestrian Access** – This project is to construct and improve bicycle and pedestrian access to the Pleasant Hill BART Station.
- IV-23. **Reliez Valley Road Bicycle Improvements - Grayson Road to Withers Avenue (Central County AOB)** – This project is to install bicycle improvements along Reliez Valley Road between Grayson Road to Withers Avenue.
- IV-24. **Rudgear Road & San Miguel Drive Intersection Safety Improvements (Central County AOB)** – This project is to construct safety and efficiency improvements at the intersection of Rudgear Road and San Miguel Drive.
- IV-25. **Rudgear Road / San Miguel / Walnut Boulevard / Mountain View Boulevard Safety Improvements** – This project is to construct safety improvements on the four roadways. This project overlaps with other safety projects in the area.
- IV-26. **San Miguel Drive Bicycle and Pedestrian Improvements (Central County AOB)** – This project is to construct a pedestrian path along the west side of San Miguel Drive from Blackwood Drive to Rudgear Road.
- IV-27. **Treat Boulevard & Buskirk Avenue Intersection Improvements** – This project is to improve bicycle and pedestrian facilities at the intersection of Treat Boulevard and Buskirk Avenue per the Countywide Bicycle and Pedestrian Plan. (See also Project #IV-11 and #IV-29)
- IV-28. **Treat Boulevard & Jones Road Intersection Improvements (Central County AOB)** – This project modifies the intersection in order to improve the level of service at the intersection of Treat Boulevard and Jones Road. Southbound approach is to add an additional southbound left turn bay. Northbound approach is to add a separate northbound right turn lane.
- IV-29. **Treat Boulevard Bicycle and Pedestrian Improvements - I-680 Overcrossing to Jones Road (NEW)(Central County AOB)** – This project is to improve bicycle and pedestrian accessibility and safety along Treat Boulevard from Main Street to Jones Road.



- IV-30. **Treat Boulevard Bicycle Improvements - Jones Road (easterly) to Walnut Creek City Limits (Central County AOB)** – This project is to improve bicycle accessibility and safety along Treat Boulevard.
  
- IV-31. **Walnut Boulevard Pedestrian Improvements - View Lane to 250' west of Walnut Court (Central County AOB)** – This project is to construct pedestrian and bicycle facilities along Walnut Boulevard from View land to 250' west of Walnut Court.

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Northbound Truck Climbing Lane

**PROJECT DESCRIPTION** Kirker Pass Road Northbound Truck Climbing Lane – This project is to construct a truck climbing lane in the northbound direction from Clearbrook Drive to the northern Hess Road intersection. The project is scheduled for construction in 2019. This project is funded by State Transportation Improvement Program (STIP), Gas Tax Funds, and Measure J.

**PURPOSE AND NEED** Reduce congestion and improve safety along Kirker Pass Road.

**SUPERVISOR DISTRICT:** 4, 5

**PROJECT CATEGORY:** efficiency

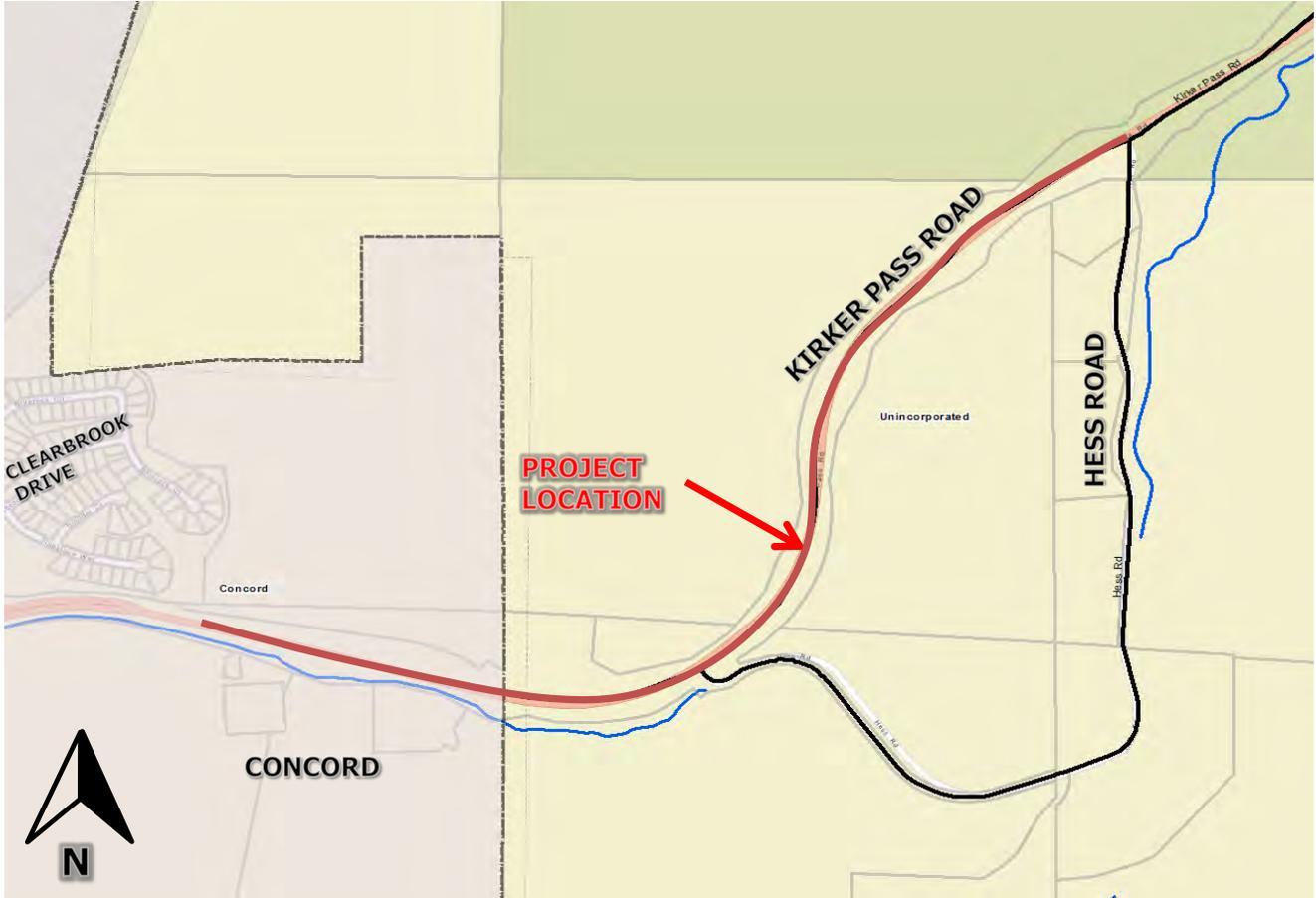
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	354	324	30							
Environmental	749	489	200	50	10					
Design Engineering	1,628	1,278	200	100	50					
+ Right-of-Way	152	21	82	50						
+ Construction	16,241			2,500	13,741					
<b>Total</b>	<b>19,124</b>	<b>2,111</b>	<b>512</b>	<b>2,700</b>	<b>13,801</b>					
STIP	2,650				2,650					
+ Gas Tax (c)	7,939	29		200	7,710					
Measure J Regional	6,221	1,560	262	2,400	2,000					
Measure J RTS	370	220	150							
State Match	1,993	303	100	100	1,491					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Northbound Truck Climbing Lane



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Open Grade Overlay

**PROJECT DESCRIPTION** Kirker Pass Road Open Grade Overlay (NEW) – This project is conduct pavement rehabilitation on a portion of Kirker Pass Road. This project is scheduled for construction in 2019. Funding is through the One Bay Area Grant (OBAG) and Gas Tax Funds.

**PURPOSE AND NEED** The road's existing open grade pavement has worn down and needs a new overlay.

**SUPERVISOR DISTRICT:** 4, 5

**PROJECT CATEGORY:** reliability

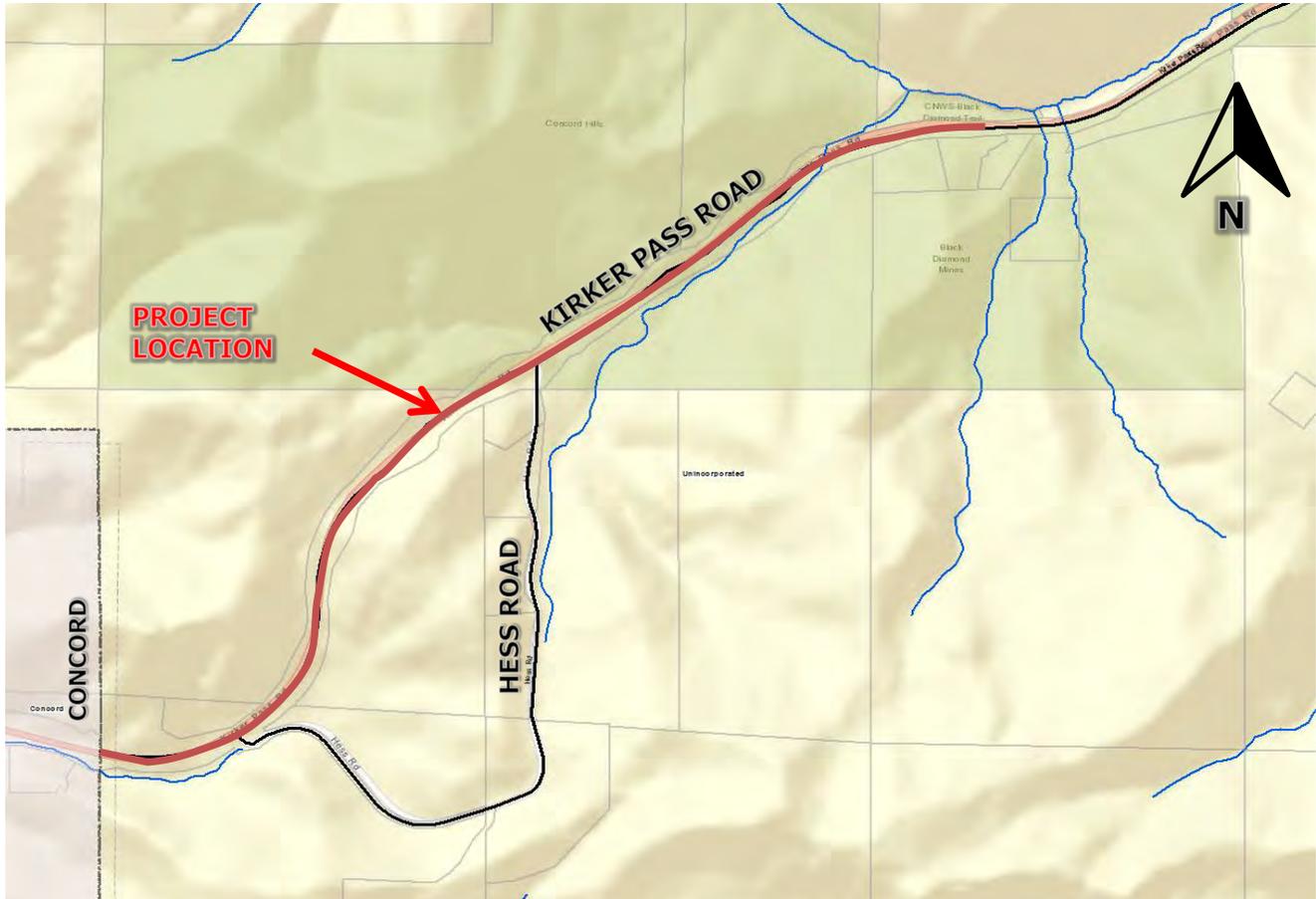
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	20	2	18							
Environmental	35		35							
Design Engineering	110		60	50						
+ Right-of-Way	10			10						
+ Construction	1,943				250	1,693				
<b>Total</b>	<b>2,118</b>	<b>2</b>	<b>113</b>	<b>60</b>	<b>250</b>	<b>1,693</b>				
FAS	1,343					1,343				
Gas Tax	775	2	113	60	250	350				

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Open Grade Overlay



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Traffic Safety Improvements

**PROJECT DESCRIPTION** Marsh Creek Road Traffic Safety Improvements (NEW) – This project is to construct safety improvements along Marsh Creek Road such as centerline rumble strips and upgrade signage with new reflective sheeting. Flashers will be placed near the existing intersection ahead sign near the intersection of Deer Valley Road and Marsh Creek Road. A street light will also be installed to light the intersection at night. The flashers and streetlight are to notify drivers of the intersections of their approach to the intersection at night. There are several incidents where drivers have misjudged the turn and ran off the road. This project is scheduled for construction in 2020. This project is funded by the Highway Safety Improvement Program (HSIP) and the East County Regional AOB.

**PURPOSE AND NEED** Improve roadway infrastructure to improve driver awareness and overall safety.

**SUPERVISOR DISTRICT:** 3, 4

**PROJECT CATEGORY:** safety

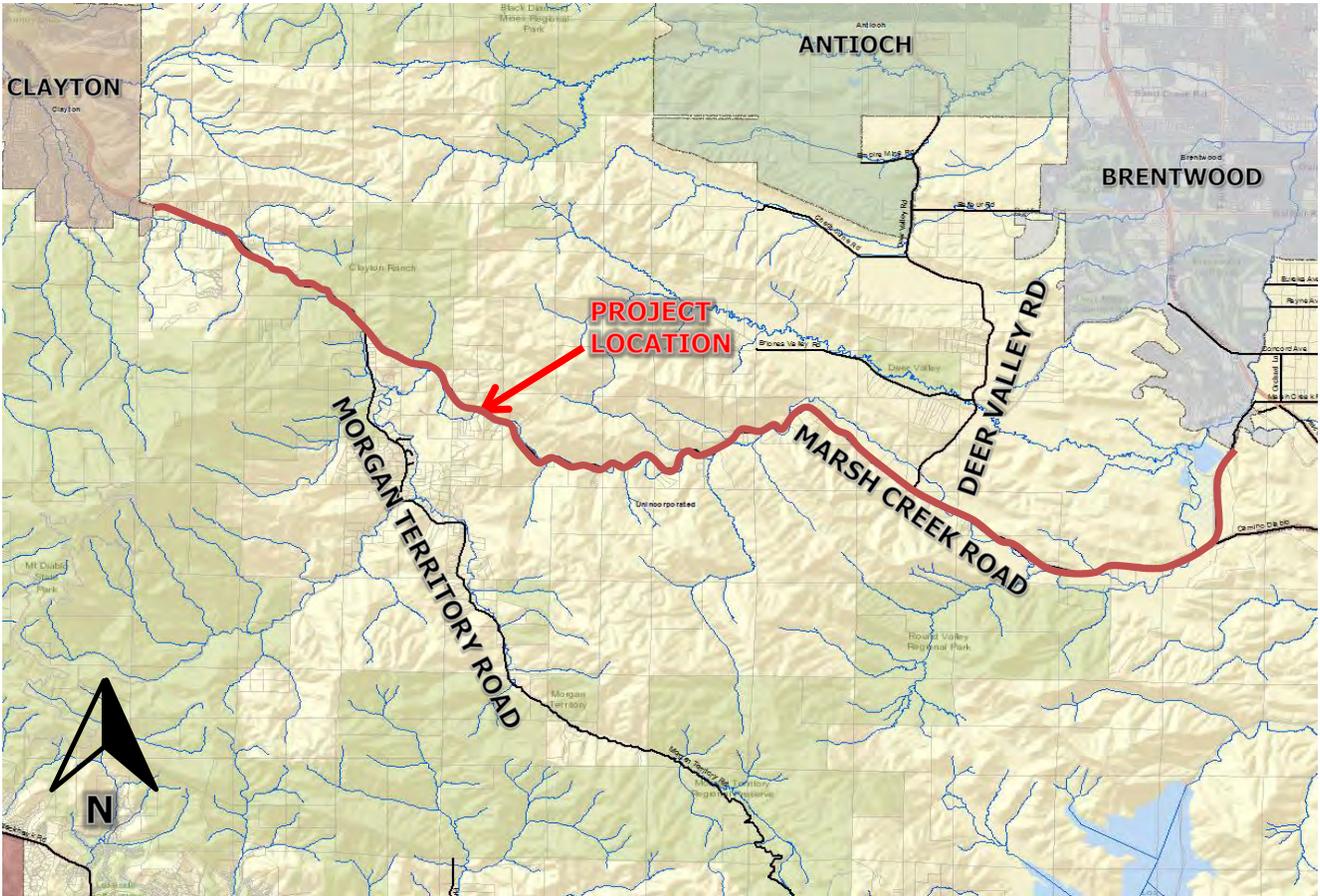
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	50	32	8	8	2					
Preliminary Engineering										
Environmental	70	18	40	12						
Design Engineering	329	68	166	95						
+ Right-of-Way	20			20						
+ Construction	1,059				1,059					
<b>Total</b>	<b>1,528</b>	<b>118</b>	<b>214</b>	<b>135</b>	<b>1,061</b>					
East County Regional AOB	260	82	38	135	5					
HSIP	1,268	36	176		1,056					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Traffic Safety Improvements



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Drive Bridge Replacement

**PROJECT DESCRIPTION** Marsh Drive Bridge (Project Sponsor: County) – This project is to remove and replace the existing Marsh Drive Bridge in cooperation with the City of Concord. This project is scheduled for construction in 2021. This project is funded by Highway Bridge Program (HBP) and Gas Tax Funds.

**PURPOSE AND NEED** The existing bridge is approaching the end of its useful life.

**SUPERVISOR DISTRICT:** 4, 5

**PROJECT CATEGORY:** reliability

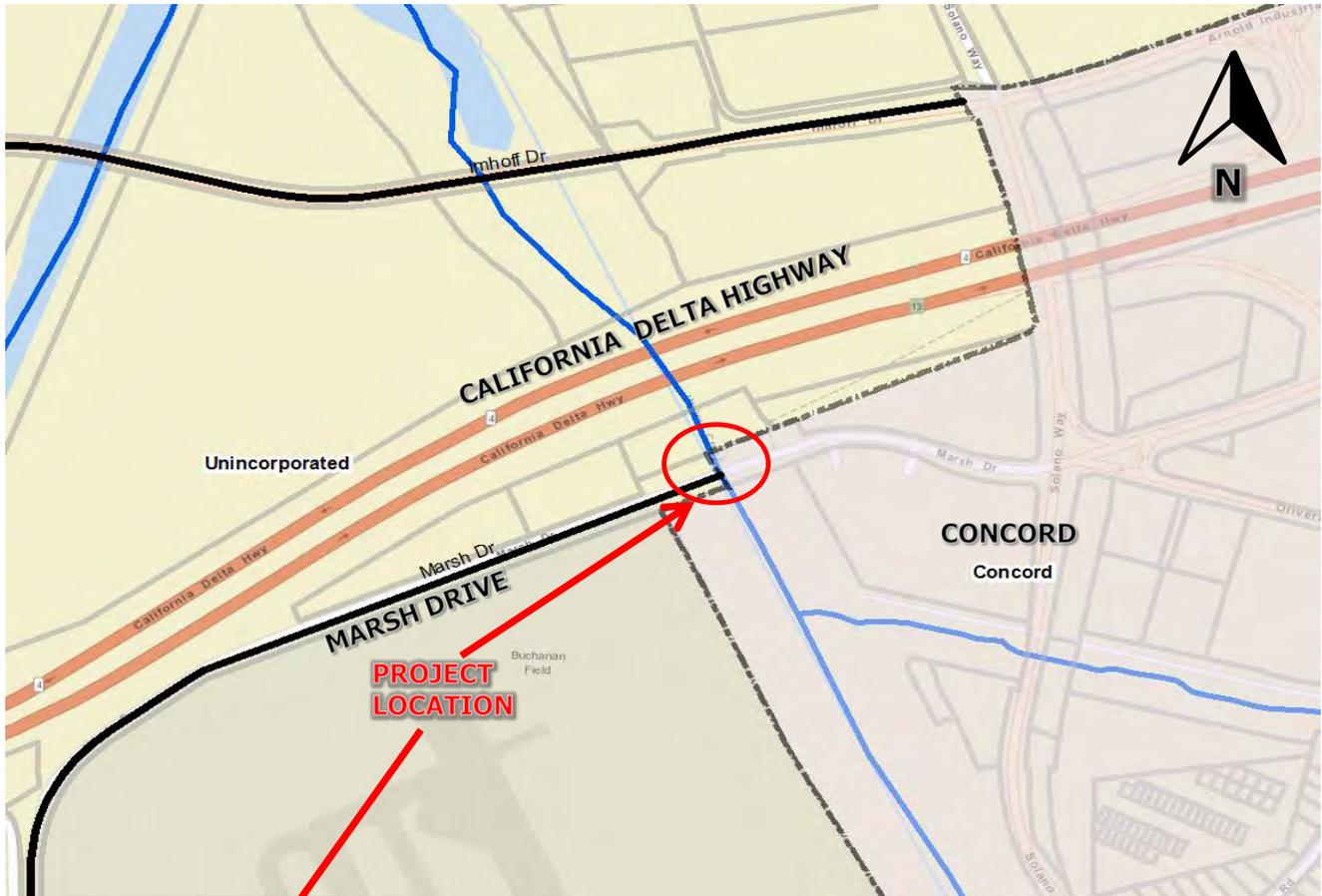
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering										
Environmental										
Design Engineering	1,867	49	350	450	500	450	68			
+ Right-of-Way	240				80	160				
+ Construction	6,700						700	4,000	2,000	
<b>Total</b>	<b>8,807</b>	<b>49</b>	<b>350</b>	<b>450</b>	<b>580</b>	<b>610</b>	<b>768</b>	<b>4,000</b>	<b>2,000</b>	
HBP	7,507	12	250	350	440	457	688	3,500	1,810	
- Gas Tax (c)	1,300	37	100	100	140	153	80	500	190	

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Marsh Creek Road Bridge Replacement



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County

**PROJECT DESCRIPTION** Pedestrian Crossing Enhancements - Central and East County (New) – This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated **rectangular** rapid flash beacons (RRFB) at crosswalks. This project is scheduled for construction in 2018. The project is funded by the Transportation Development Act (TDA) grant and by Local Funds.

**PURPOSE AND NEED** Increase driver awareness at pedestrian crosswalks near schools

**SUPERVISOR DISTRICT:** 2, 3, 4, 5

**PROJECT CATEGORY:** accessibility

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	14	7	3	5						
Preliminary Engineering	7	7								
Environmental	10		10							
Design Engineering	266	206	60							
+ Right-of-Way	23		10	13						
+ Construction	420		70	350						
<b>Total</b>	<b>740</b>	<b>219</b>	<b>153</b>	<b>367</b>						
+ Gas Tax (c)	540	19	153	367						
TDA	200	200								

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County



Source: County GIS

Note: See other Supervisor Districts for other pedestrian crossing locations.

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Walnut Creek Crosswalk Improvements

**PROJECT DESCRIPTION** Walnut Creek Crosswalk Improvements – This project is to improve pedestrian safety at two crosswalks locations in the vicinity of unincorporated Walnut Creek. One of the two crossings is located in District II is at the intersection of Olympic Boulevard and Bridgefield Road. The project is schedule for construction in the summer of 2020. This project is funded by the Highway Safety Improvement Program (HSIP), Transportation Development Act (TDA), and Gas Tax Funds.

**PURPOSE AND NEED** Improve pedestrian safety at two pedestrian crosswalk locations in unincorporated Walnut Creek.

**SUPERVISOR DISTRICT:** 2, 4

**PROJECT CATEGORY:** safety

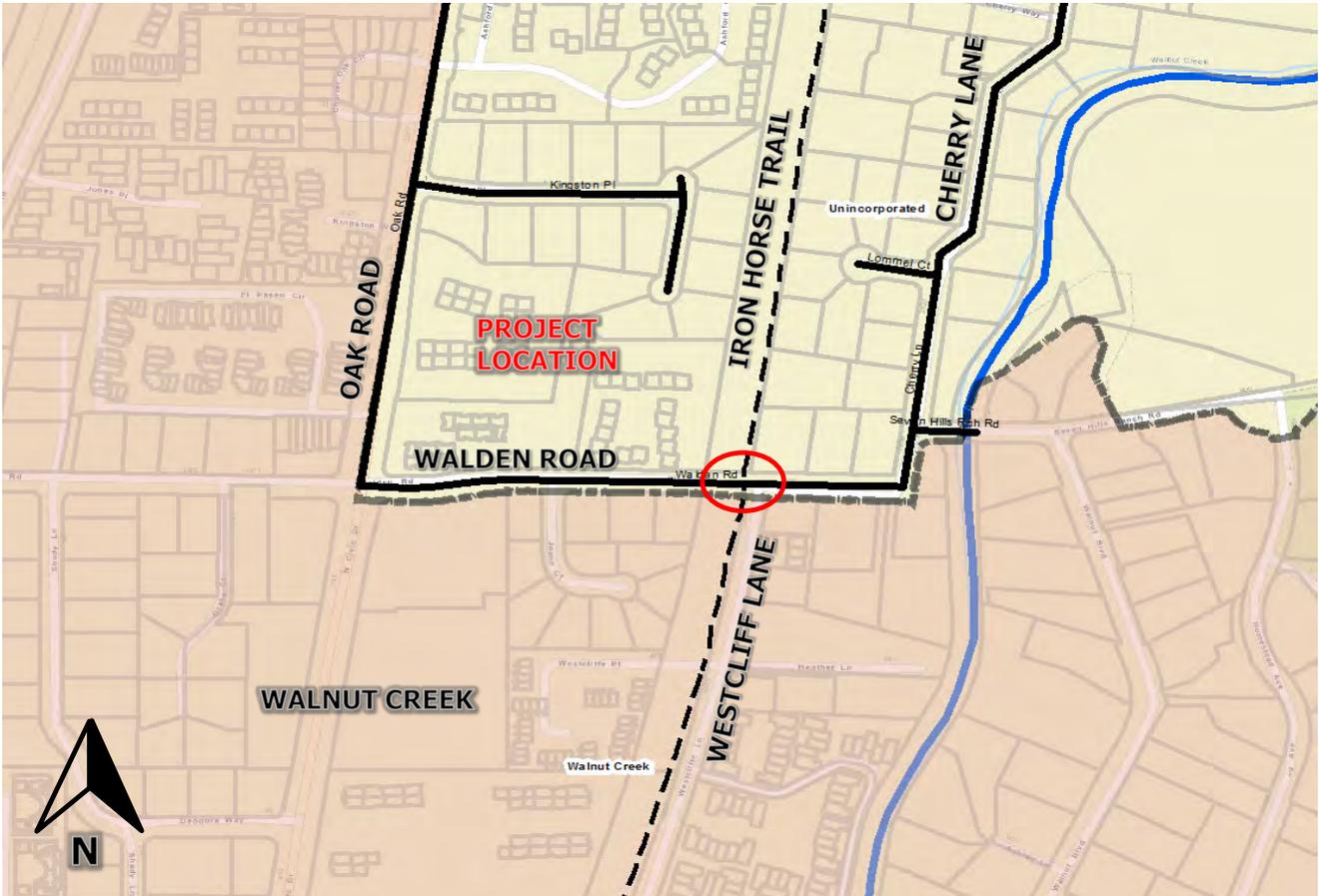
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	21	16	2	2	1					
Environmental	40		20	20						
Design Engineering	43	4	19	15	5					
+ Right-of-Way	15			15						
+ Construction	184				184					
<b>Total</b>	<b>303</b>	<b>20</b>	<b>41</b>	<b>52</b>	<b>190</b>					
Gas Tax	15		5	9	1					
HSIP	224			35	189					
TDA	64	20	36	8						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Walnut Creek Crosswalk Improvements



Source: County GIS

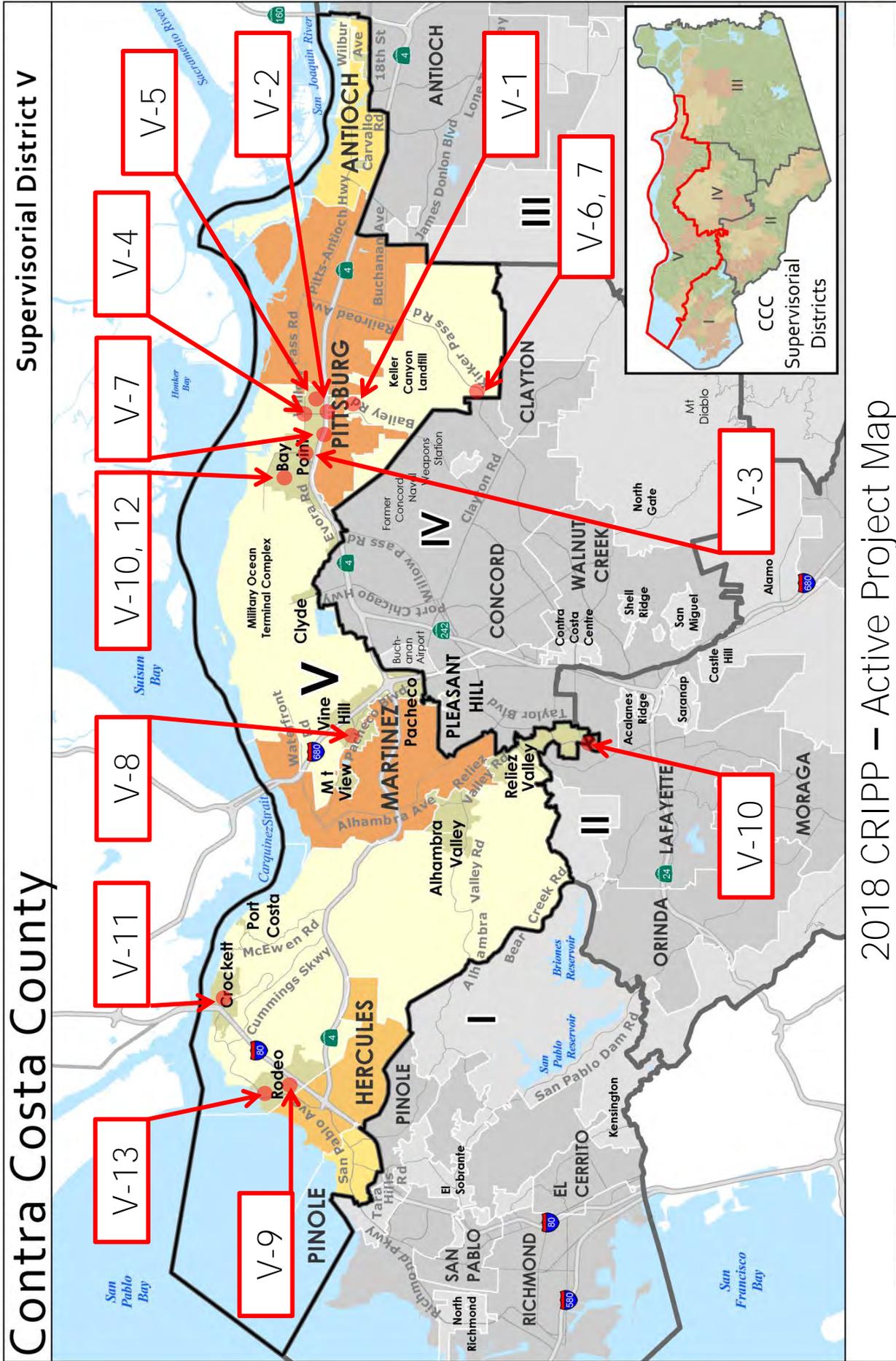
Legend:



County Maintained Roads



## Board of Supervisor District V



- Note:
- 1) Projects are identified with Supervisor District number and project number for its District.
  - 2) County-wide Projects are not shown on this map.
  - 3) District V contains 182.16 miles of the 666.16 miles of County maintained roadway.



## CRIPP PROJECT DESCRIPTIONS FOR DISTRICT 5

**ACTIVE PROJECTS** – These projects are fully funded and are either in the design phase or will be constructed in the near future.

- V-1. **Bailey Road Overlay Project - SR4 to Keller Canyon Landfill Entrance**  
– This project includes pavement rehabilitation on the county maintained portion of Bailey Road. This project is scheduled for construction in 2020. Funding is through the Keller Canyon Mitigation Fund and Gas Tax Funds.
- V-2. **Bailey Road/SR4 Interchange Improvements** – This project is to modify the intersection at State Route 4 and Bailey Road. Improvements will encourage pedestrian safety by changing the traffic circulation at the off-ramps. An additional traffic signal will be installed for the new interchange configuration. Bicyclist will also benefit from the intersection revisions. Construction is scheduled for 2019. Funding is provided by Active Transportation Program (ATP), Bay Point AOB, Measure J, Navy Mitigation Fund, and Gas Tax Funds.
- V-3. **Bay Point Sign Upgrade Project** – This project is to replace existing regulatory and warning signs to increase reflectivity along various County roadways within the unincorporated Bay Point area. Construction is scheduled for 2018. Funding is provided through Highway Safety Improvement Program (HSIP) and Gas Tax Funds.
- V-4. **Bay Point Utility Undergrounding Project** – This project is to relocate overhead utilities into a trench along Bailey Road and Willow Pass Road. Construction is scheduled for 2018 to 2019. Funding is provided through Navy Mitigation, Gas Tax Funds, and Rule 20A work credits through PG&E.
- V-5. **Bel Air Trail Crossing Safety Improvements (NEW)** – This project is to construct safety improvements at the Bel Air trail crossing(s) to improve pedestrian safety in the vicinity of the Bel Air Elementary School. Construction is scheduled before 2021. Funding is provided through Transportation Development Act (TDA) and Gas Tax Funds.
- V-6. **Kirker Pass Road Northbound Truck Climbing Lane** – This project is to widen Kirker Pass Road to add a northbound truck climbing lane. Construction is scheduled for 2019. Funding is provided through State Transportation Improvement Program (STIP), **State Match Program Funds**, Measure J, and Gas Tax Funds.



- V-7. **Kirker Pass Road Open Grade Overlay (NEW)** – This project is to conduct pavement rehabilitation on a portion of Kirker Pass Road. Construction is scheduled for 2020. Funding is obtained through One Bay Area Grant (OBAG) and Gas Tax Funds.
- V-8. **Pacheco Boulevard Sidewalk Phase III/Culvert Extension (revised name)** – This project is to construct new sidewalk in order to close the sidewalk gaps and provide a continuous path along Pacheco Boulevard. Construction is scheduled for 2018. This project is funded through Active Transportation Program (ATP), Martinez AOB, and Measure C.
- V-9. **Parker Avenue Pedestrian Improvement Project (NEW)** – This project will install two ADA curb ramps on Parker Avenue at 6<sup>th</sup> Street and three rapid repeating flash beacons. Construction is scheduled for 2018. This project is funded by the Transportation Development Act and Gas Tax Funds.
- V-10. **Pedestrian Crossing Enhancements - Central and East County (NEW)** – This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated rapid repeating flash beacons (RRFB) at crosswalks. The project is funded through a Transportation Development Act (TDA) grant, and Gas Tax Funds. The project includes the following schools in District V:
- a. Shore Acres Elementary, Bay Point
  - b. Riverview Middle School, Bay Point
- V-11. **Pomona Street Pedestrian Safety Improvements (Phase II)** – This project is to improve pedestrian safety along Pomona Street at several existing crosswalks. Construction is scheduled for 2018. This project is funded by Transportation Development Act (TDA), Phillips 66 Fund, and Gas Tax Funds.
- V-12. **Rio Vista Elementary School Pedestrian Connection Project** – This project is to close a sidewalk gap and install speed feedback signs and pedestrian flashers to improve pedestrian accessibility and safety in the vicinity of Rio Vista Elementary School. Construction is scheduled for 2018. This project is funded by Active Transportation Program (ATP), Bay Point AOB, Measure C, and Transportation for Livable Communities (TLC) funds.
- V-13. **Rodeo Downtown Infrastructure Improvements** – This project is to construct sidewalks and curb ramps along Pacific Avenue and to improve access to Rodeo Creek Trail on Investment Street. Construction is scheduled for 2018. Funding is obtained from Department of Conservation and Development and Gas Tax Funds.



**UNDERFUNDED PROJECTS** – These projects are not fully funded and usually originated from the Area of Benefit process and/or from community input/need. Other sources for projects included the Regional Transportation Plan (RTP), Comprehensive Transportation Project List (CTPL) through Contra Costa Transportation Authority, Transportation Expenditure Plan (TEP), and a Public Works List. District 5 includes Martinez AOB, Pacheco AOB, and Bay Point AOB.

- V-14. **Alhambra Valley Road Safety Improvements (Various Locations)** – This project is to construct safety improvements along Alhambra Valley Road.
- V-15. **Alves Lane Extension - Willow Pass Road to Pacifica Avenue (Bay Point AOB)** – This project is to construct a new roadway extension and modify the existing traffic signal at Alves Lane and Willow Pass Road.
- V-16. **Bailey Road Pedestrian & Bicycle Improvements - Canal Road to Willow Pass Road (Bay Point AOB)** – This project is to construct pedestrian and bicycle improvements along Bailey Road from Canal Road to Willow Pass Road. If funding is available, this project will occur after the Bay Point Undergrounding Project (See Project #V-4).
- V-17. **Bella Vista Infrastructure Improvements** – This project is to construct capital improvements in accordance with the Bella Vista Infrastructure Study.
- V-18. **Center Avenue Bicycle and Pedestrian Improvements - Pacheco Boulevard to Marsh Drive (Pacheco AOB)** – This project is to construct bike lanes, widen the roadway by reducing the existing sidewalk, and construct new sidewalk to provide a continuous path of travel along Center Avenue.
- V-19. **Crockett Area Overlays & Reconstruction Project** – This project is to conduct pavement overlays and reconstruction in the Crockett area.
- V-20. **Cummings Skyway Truck Lane Extension (RTP)** – This project is to extend the existing eastbound truck climbing lane on Cummings Skyway.
- V-21. **Driftwood Drive Improvements - Port Chicago Highway to Pacifica Avenue (Bay Point AOB)** – This project is to construct six foot shoulders and six and a half wide sidewalks on both sides of Driftwood Drive.
- V-22. **Evora Road & Willow Pass Road Intersection Improvements** – This project includes intersection improvements to facilitate movement to and from State Route 4, including signal modifications and new signal installation. Project originated from 2016 CRIPP.



- V-23. **Kirker Pass Road Northbound Runaway Truck Ramp** – This project is to construct a northbound trunk runaway truck ramp along Kirker Pass Road prior to the City of Pittsburg.
- V-24. **Kirker Pass Road Southbound Truck Lane (RTP)** – This project is to construct a southbound trunk climbing lane along Kirker Pass Road.
- V-25. **Local Road Pedestrian and Bicycle Upgrade at Benicia Bridge** – This project is to construct and upgrade pedestrian and bicycle improvements leading up to Benicia Bridge. (from previous CRIPP)
- V-26. **Loftus Road Pedestrian Improvements - Canal Road to Willow Pass Road (Bay Point AOB)** – This project is to construct five-foot wide bike lanes and five-foot wide sidewalks on both sides of Loftus Road.
- V-27. **Marsh Drive Improvements - Center Avenue to Walnut Creek Bridge (revised name)(Pacheco AOB)** – This project is to widen or restripe the roadway to provide shoulders/bike lanes on both sides of Marsh Drive from Center Avenue up to the Walnut Creek Bridge (near the Iron Horse Trail).
- V-28. **Pacheco Boulevard & Center Avenue Intersection Improvements (Pacheco AOB)** – This project is to construct modifications to the intersection of Pacheco Boulevard and Center Avenue.
- V-29. **Pacheco Boulevard & Muir Road Intersection Improvements (Pacheco AOB)** – This project is to construct intersection modification at Pacheco Boulevard and Muir Road.
- V-30. **Pacheco Boulevard & North Buchanan Circle Intersection Improvements (NEW)(Pacheco AOB)** – This project is to signalize the intersection at Pacheco Boulevard and Carolos Drive/North Buchanan Circle.
- V-31. **Pacheco Boulevard Complete Streets - Arnold Drive to Muir Road (Pacheco AOB)** – This project is to construct new bike lanes along Pacheco Boulevard from Arnold Drive to Muir Road.
- V-32. **Pacheco Boulevard Improvements - Morello Avenue to Blum Road (RTP)(TEP)** – This project is to improve the Pacheco Boulevard Corridor with Complete Streets concept. This project will be in cooperation with the City of Martinez.
- V-33. **Pacifica Avenue Bridge Replacement (Bridge No. 28C0379)** – This bridge project in Rodeo is to replace the bridge that spans over the railroad tracks.



- V-34. **Pacifica Avenue Extension - Port Chicago Highway to Alves Lane (Bay Point AOB)** – This project is to construct a new roadway and modification of the existing traffic signal at Pacifica Avenue and Port Chicago Highway.
- V-35. **Pedestrian Improvements near Rodeo Hills Elementary School** – This project is to construct pedestrian improvements in the vicinity of the Rodeo Hill Elementary School in Rodeo.
- V-36. **Pleasant Hill Road & Taylor Boulevard Bicycle and Pedestrian Improvements (revised name)(Central County AOB)** – This project is to construct improvements to the intersection of Pleasant Hill Road and Taylor Boulevard.
- V-37. **Pleasant Hill Road Bridge Rehabilitation (NEW)** – This project is to extend the service life of the Pleasant Hill Road Bridge. This project is to be funded by Highway Bridge Program (HBP) and Gas Tax Funds.
- V-38. **Pomona Street/Winslow Avenue/Carquinez Scenic Drive Safety Alignment Study** – This project is to conduct a safety alignment study along Pomona Street, Winslow Avenue, and Carquinez Scenic Drive. (Originally from 2016 CRIPP)
- V-39. **Port Chicago Highway Bicycle and Pedestrian Improvements - Driftwood Drive to McAvoy Road (Bay Point AOB)** – This project is to construct an 8' bike lane/shoulder along both sides of Port Chicago Highway, and a 6.5' sidewalk along the south side.
- V-40. **Port Chicago Highway Realignment Project - McAvoy Road to Pacifica Avenue (name revised)(Bay Point AOB)** – This project is to realign the sharp horizontal curve in Port Chicago Highway, add an eastbound left turn pocket at McAvoy Road, and add sidewalks along both sides of Port Chicago Highway.
- V-41. **Reliez Valley Road Bicycle Improvements - North of Grayson Road to Withers Avenue (Central County AOB)** – This project is to construct bicycle improvements from (North of) Grayson Road to Withers Avenue. The goal is to widen and/or stripe Class II bike lanes in both directions.
- V-42. **San Pablo Avenue Complete Streets Project - Rodeo to Crockett (RTP)** – This project is to construct complete streets improvements along San Pablo Avenue from Rodeo to Crockett.



- V-43. **Waterfront Road Grade Change Project** – This project is to raise the roadway in anticipation of global sea level rise. A portion of the roadway is bordered by McNabney Marsh and other wetlands that occasionally spill onto the roadway.
- V-44. **Willow Pass Road & Bailey Road Intersection Improvements (Bay Point AOB)** – This project is to widen Willow Pass Road to accommodate an additional westbound turn lane and new eastbound right turn lane.
- V-45. **Willow Pass Road (West) & SR4 Interchange Improvements (Bay Point AOB)** – This project is to install new traffic signals at interchange of Willow Pass Road (West) and State Route 4 westbound and eastbound off ramps.
- V-46. **Willow Pass Road Improvements - Bailey Road to Pittsburg City Limits (Bay Point AOB)** – This project is to restripe Willow Pass Road to provide four travel lanes and an application of slurry.
- V-47. **Willow Pass Road Improvements - Evora Road to SR4 (Bay Point AOB)** – This project is to widen Willow Pass Road and modify the Willow Pass Road/Evora traffic signal. (See also Project #V-22)

**COMPLETED CONSTRUCTION PROJECTS** – This section is for projects are in construction or will be in the process of being closed out by the 2018/2019 CRIPP publication.

- **Alhambra Valley Road Safety Improvements – Rancho La Boca Road to Ferndale Road** – This project includes widening the roadway and provides paved shoulders to improve driver and bicyclist safety. Construction started in July 2017. Funding is provided by Highway Safety Improvement Program (HSIP), Proposition 1B, Martinez AOB, and Gas Tax Funds.
- **Canal Road Bridge Replacement (Bridge No. 28C0376)** – This project is to replace the bridge which spans the Contra Costa Canal on Canal Road. Construction is scheduled for 2018. Funding is through Highway Bridge Program (HBP) and Gas Tax Funds.



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bailey Road Overlay Project - SR4 to Keller Canyon Landfill Entrance

**PROJECT DESCRIPTION** Bailey Road Overlay Project - SR4 to Keller Canyon Landfill Entrance – This project includes pavement rehabilitation on the county maintained portion of Kirker Pass Road. This project is scheduled for construction in 2020. Funding is through the Keller Canyon Mitigation Fund and Gas Tax Funds.

**PURPOSE AND NEED** Improve pavement condition along Bailey Road.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** reliability

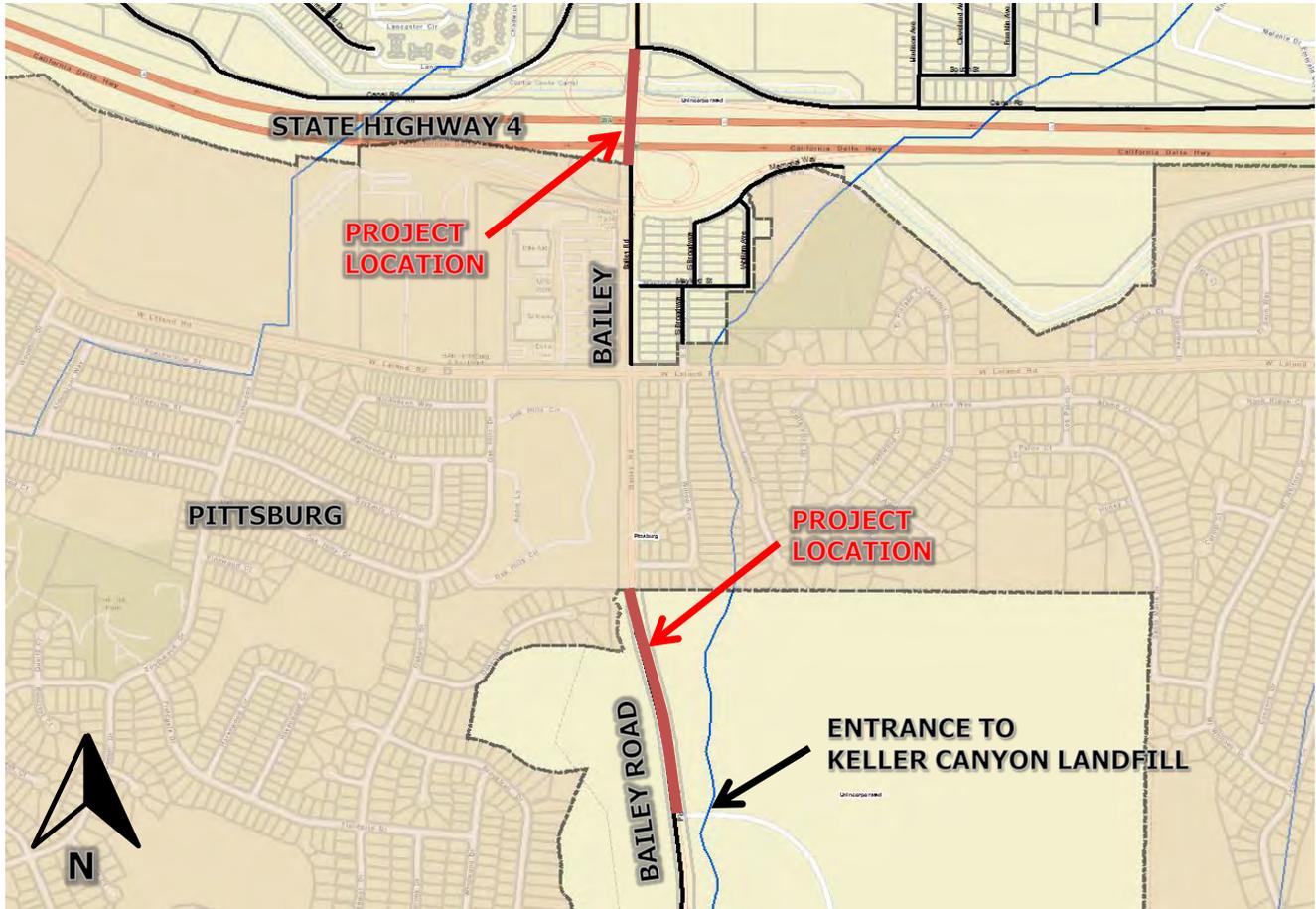
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	60	60								
Environmental	45	45								
Design Engineering	110	30	80							
+ Right-of-Way										
+ Construction	1,000		200	800						
<b>Total</b>	<b>1,215</b>	<b>135</b>	<b>280</b>	<b>800</b>						
Keller Canyon Mit Fund	1,215	135	280	800						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bailey Road Overlay Project - SR4 to Keller Canyon Landfill Entrance



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bailey Road/SR4 Interchange Improvements

**PROJECT DESCRIPTION** Bailey Road Pedestrian & Bicycle Improvements - State Route 4 Interchange Zone (Bay Point AOB) – This project will improve safety and circulation of pedestrians and bicyclists along Bailey Road through the State Route 4 (SR4) interchange. Construction is scheduled for 2019. Funding is provided by Active Transportation Program (ATP), Bay Point AOB, Measure J, Navy Mitigation Fund, and Gas Tax Funds.

**PURPOSE AND NEED** Improve bicycle and pedestrian access along Bailey Road through State Route 4 Interchange

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** safety

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	84	14	40	30						
Environmental	50	13	37							
Design Engineering	592	87	205	300						
+ Right-of-Way	10			10						
+ Construction	3,560			90	3,470					
<b>Total</b>	<b>4,295</b>	<b>113</b>	<b>282</b>	<b>430</b>	<b>3,470</b>					
ATP	4,077		277	420	3,380					
Bay Point AOB	198	93	5	10	90					
Gas Tax	7	7								
Measure J PBTF	345	345								
Measure J RTS	100	100								
Navy Mit	440	440								



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bay Point Sign Upgrade Project

**PROJECT DESCRIPTION** Bay Point Sign Upgrade Project – This project is to replace existing regulatory and warning signs to increase reflectivity along various County roadways within the unincorporated Bay Point area. Construction is schedule for 2018. Funding is provided through Highway Safety Improvement Program (HSIP) and Gas Tax Funds.

**PURPOSE AND NEED** Increase traffic safety.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** reliability

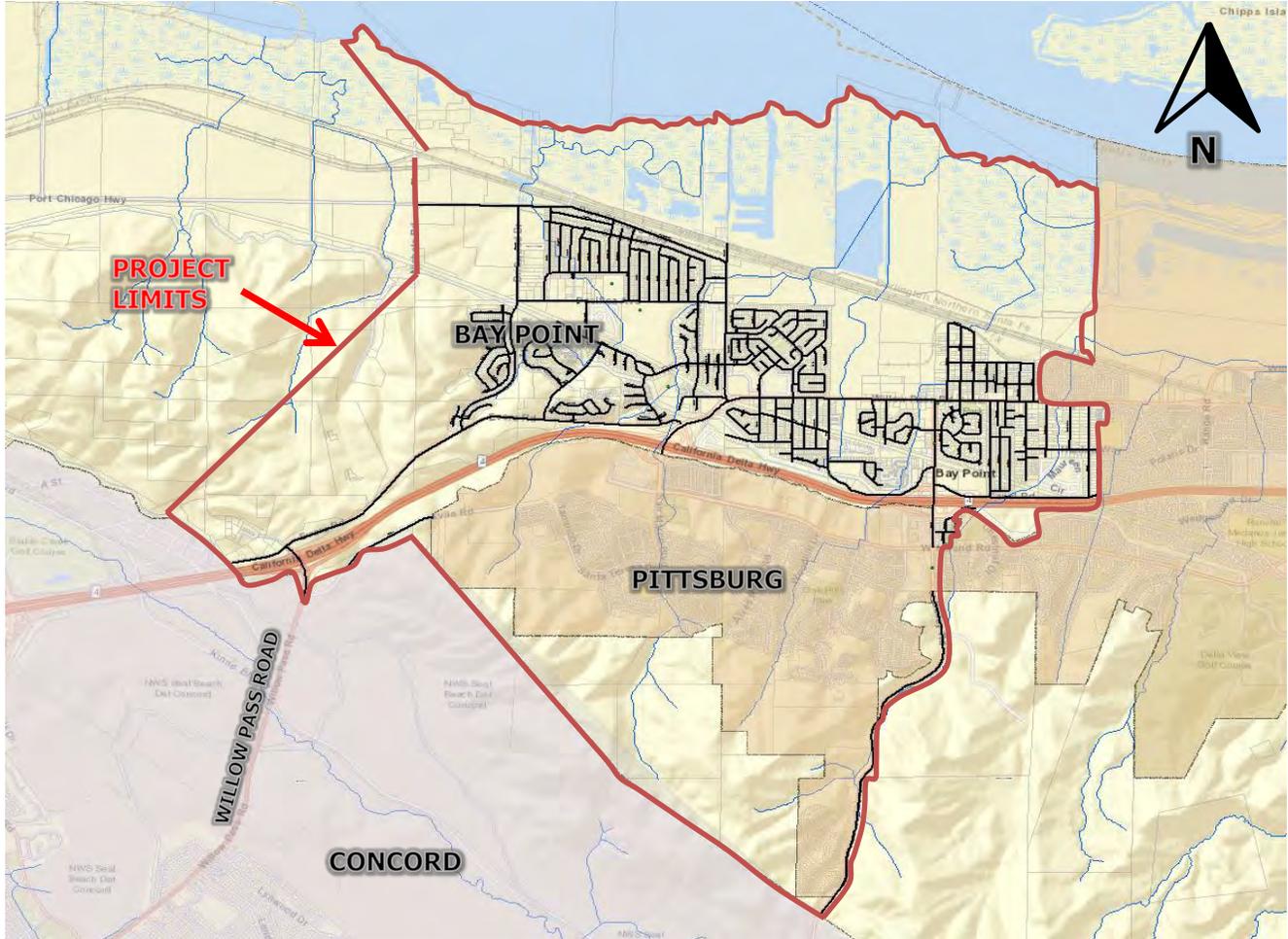
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	35	35								
Environmental	16	16								
Design Engineering	138	64	75							
+ Right-of-Way										
+ Construction	406			406						
<b>Total</b>	<b>595</b>	<b>114</b>	<b>75</b>	<b>406</b>						
Gas Tax	115	42	65	8						
HSIP	480	72	10	398						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bay Point Sign Upgrade Project



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bay Point Utility Undergrounding Project

**PROJECT DESCRIPTION** Bay Point Utility Undergrounding Project – This project is to relocate overhead utilities into a trench along Bailey Road and Willow Pass Road. Construction is scheduled for 2018 to 2019. Funding is provided through Navy Mitigation, Gas Tax Funds, and Rule 20A work credits through PG&E.

**PURPOSE AND NEED** Utilities will be placed underground to improve the aesthetics of the Bay Point community near BART.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** efficiency

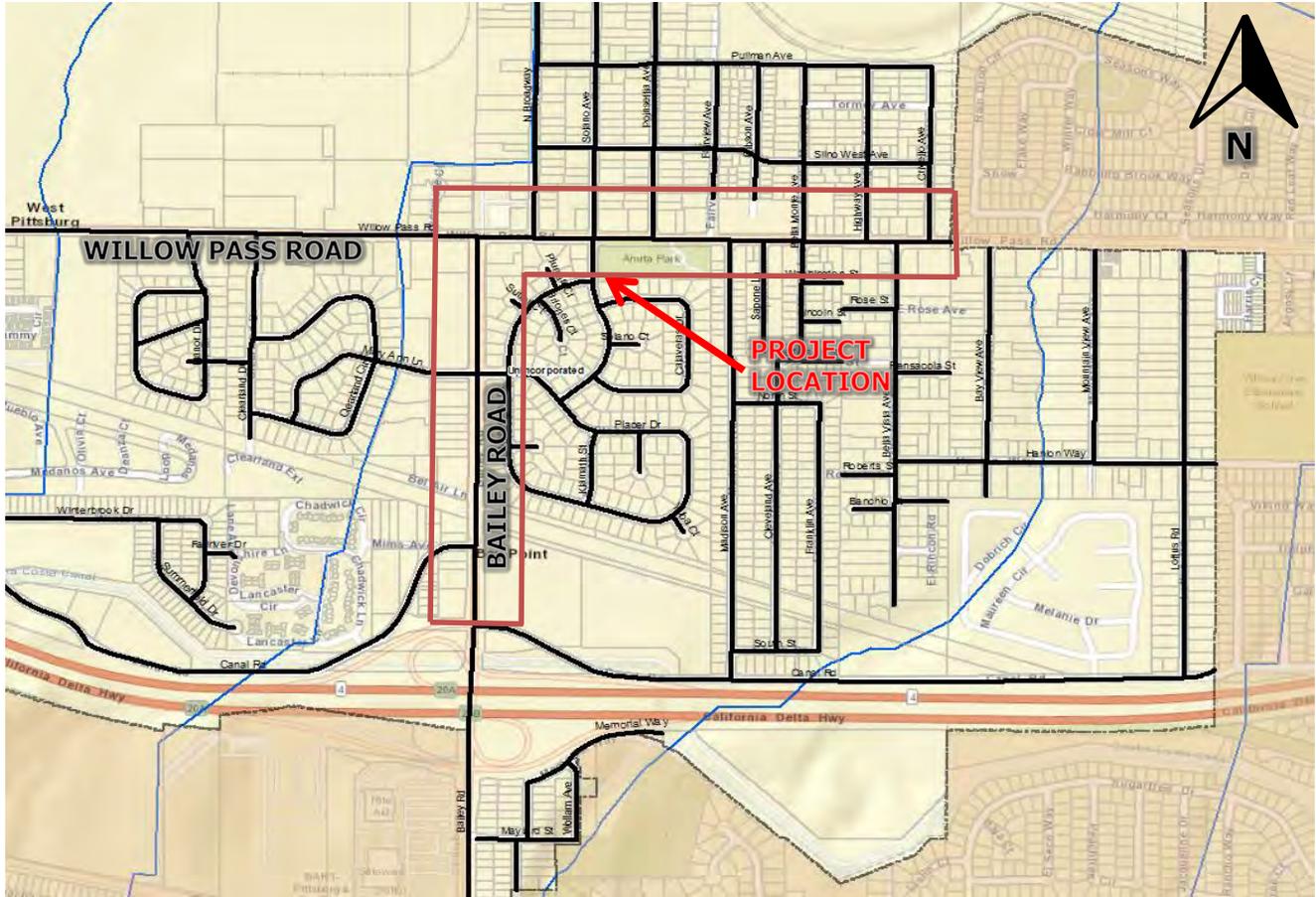
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	341	291	50							
Environmental	4	4								
Design Engineering										
+ Right-of-Way	127	2		125						
+ Construction	530			300	230					
<b>Total</b>	<b>1,003</b>	<b>298</b>	<b>50</b>	<b>425</b>	<b>230</b>					
Gas Tax	373	7		366						
Navy Mit	630	291	50	59	230					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bay Point Utility Undergrounding Project



Source: County GIS

Legend:  
————— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bel Air Trail Crossing Project

**PROJECT DESCRIPTION** This project is to construct safety and accessibility improvements at the Bel Air trail crossing to improve pedestrian safety in the vicinity of the Bel Air Elementary School. This include pedestrian actuated flashers, sidewalk improvements, and additional roadway signage.

**PURPOSE AND NEED** Improve pedestrian access and safety at the Bel Air Trail Crossing at the rear entrance to the Bel Air Elementary School

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** accessibility

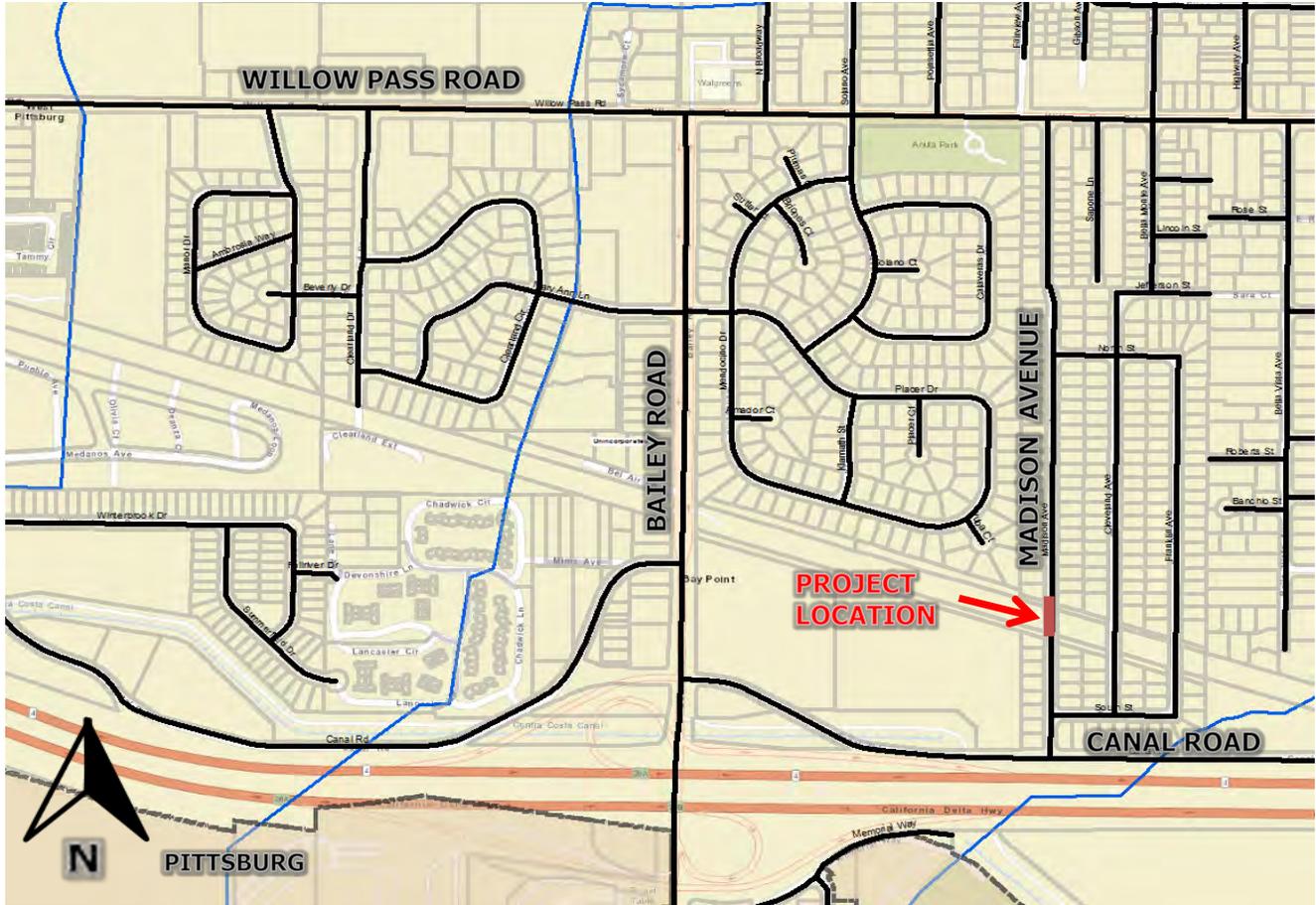
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	15		7	3	3	2				
Preliminary Engineering	85		20	40	20	5				
Environmental	10		5	5						
Design Engineering										
+ Right-of-Way	15			10	5					
+ Construction	175					175				
<b>Total</b>	<b>300</b>		<b>32</b>	<b>58</b>	<b>28</b>	<b>182</b>				
- Gas Tax (c)	200				18	182				
TDA	100		32	58	10					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Bel Air Trail Crossing Project



Source: County GIS

Legend:  
— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Northbound Truck Climbing Lane

**PROJECT DESCRIPTION** Kirker Pass Road Northbound Truck Climbing Lane – This project is to construct a truck climbing lane in the northbound direction from Clearbrook Drive to the northern Hess Road intersection. The project is scheduled for construction in 2019. This project is funded by State Transportation Improvement Program (STIP), Gas Tax Funds, and Measure J.

**PURPOSE AND NEED** Reduce congestion and improve safety along Kirker Pass Road.

**SUPERVISOR DISTRICT:** 4, 5

**PROJECT CATEGORY:** efficiency

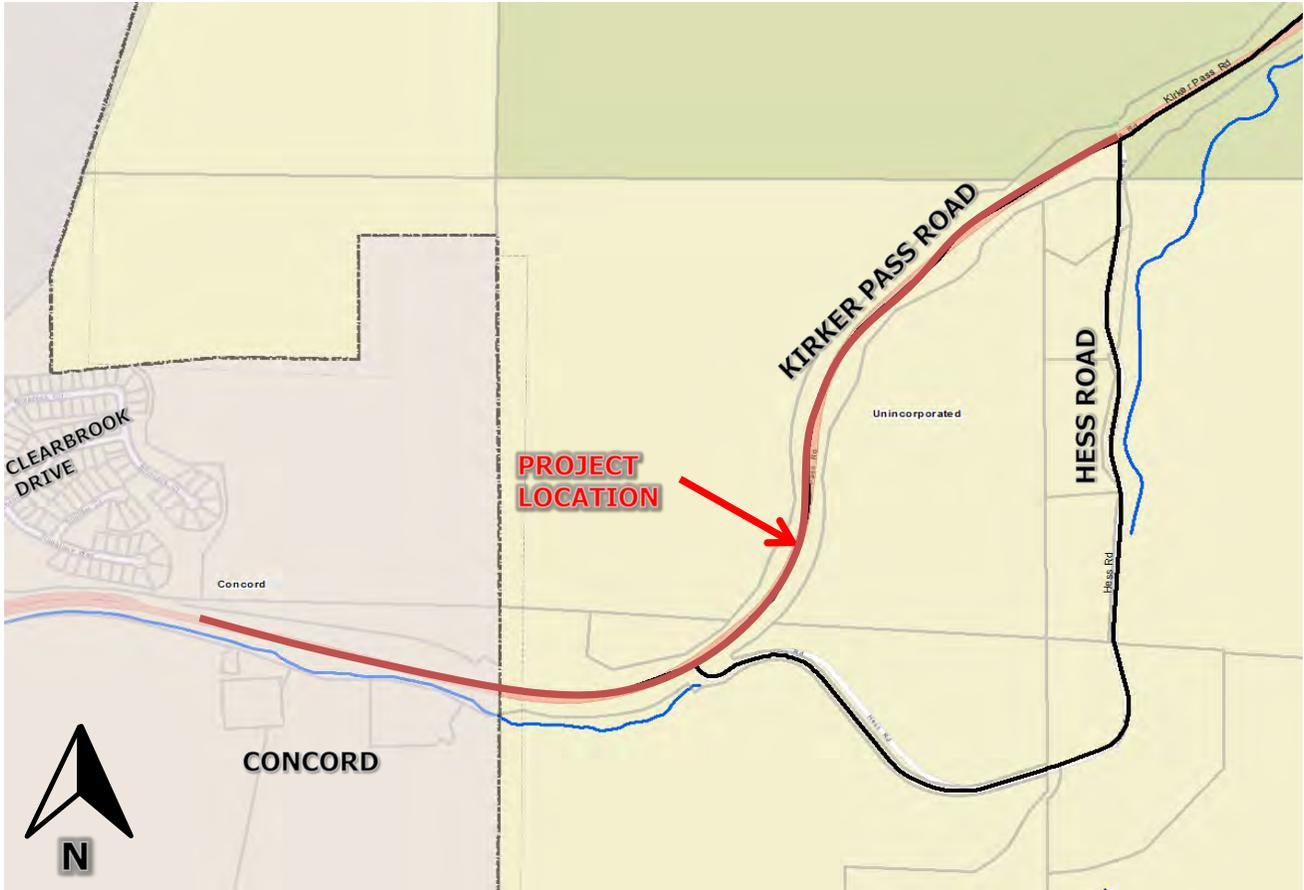
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	354	324	30							
Environmental	749	489	200	50	10					
Design Engineering	1,628	1,278	200	100	50					
+ Right-of-Way	152	21	82	50						
+ Construction	16,241			2,500	13,741					
<b>Total</b>	<b>19,124</b>	<b>2,111</b>	<b>512</b>	<b>2,700</b>	<b>13,801</b>					
STIP	2,650				2,650					
+ Gas Tax (c)	7,939	29		200	7,710					
Measure J Regional	6,221	1,560	262	2,400	2,000					
Measure J RTS	370	220	150							
State Match	1,993	303	100	100	1,491					

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Northbound Truck Climbing Lane



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Open Grade Overlay

**PROJECT DESCRIPTION** Kirker Pass Road Open Grade Overlay (NEW) – This project is conduct pavement rehabilitation on a portion of Kirker Pass Road. This project is scheduled for construction in 2019. Funding is through the One Bay Area Grant (OBAG) and Gas Tax Funds.

**PURPOSE AND NEED** The road's existing open grade pavement has worn down and needs a new overlay.

**SUPERVISOR DISTRICT:** 4, 5

**PROJECT CATEGORY:** reliability

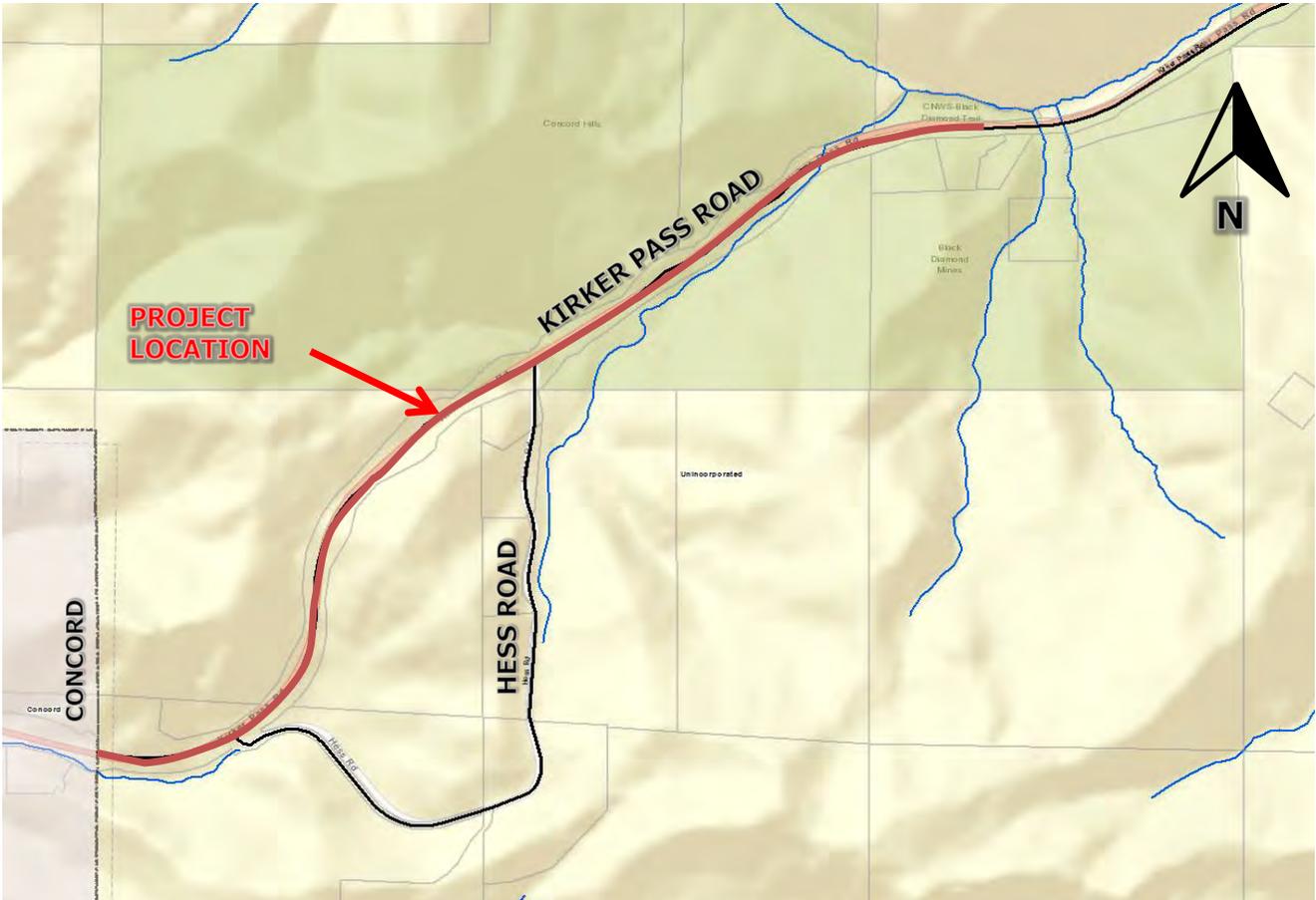
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	20	2	18							
Environmental	35		35							
Design Engineering	110		60	50						
+ Right-of-Way	10			10						
+ Construction	1,943				250	1,693				
<b>Total</b>	<b>2,118</b>	<b>2</b>	<b>113</b>	<b>60</b>	<b>250</b>	<b>1,693</b>				
FAS	1,343					1,343				
Gas Tax	775	2	113	60	250	350				

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Kirker Pass Road Open Grade Overlay



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pacheco Boulevard Sidewalk Gap Closure Project - Phase III/Culvert Extension

**PROJECT DESCRIPTION** Pacheco Boulevard Sidewalk Phase III/Culvert Extension (revised name) – This project is to construct new sidewalk in order to close the sidewalk gaps and provide a continuous path along Pacheco Boulevard. Construction is scheduled for 2018. This project is funded through Active Transportation Program (ATP), Martinez AOB, and Measure C.

**PURPOSE AND NEED** This project will close two short gaps in the sidewalk (approximately 65' gap and 70' gap) along Pacheco Boulevard. Once completed, this project will remove a barrier to pedestrians and result in continuous pedestrian infrastructure that extends from east of Vine Hill Creek to downtown Martinez.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** accessibility

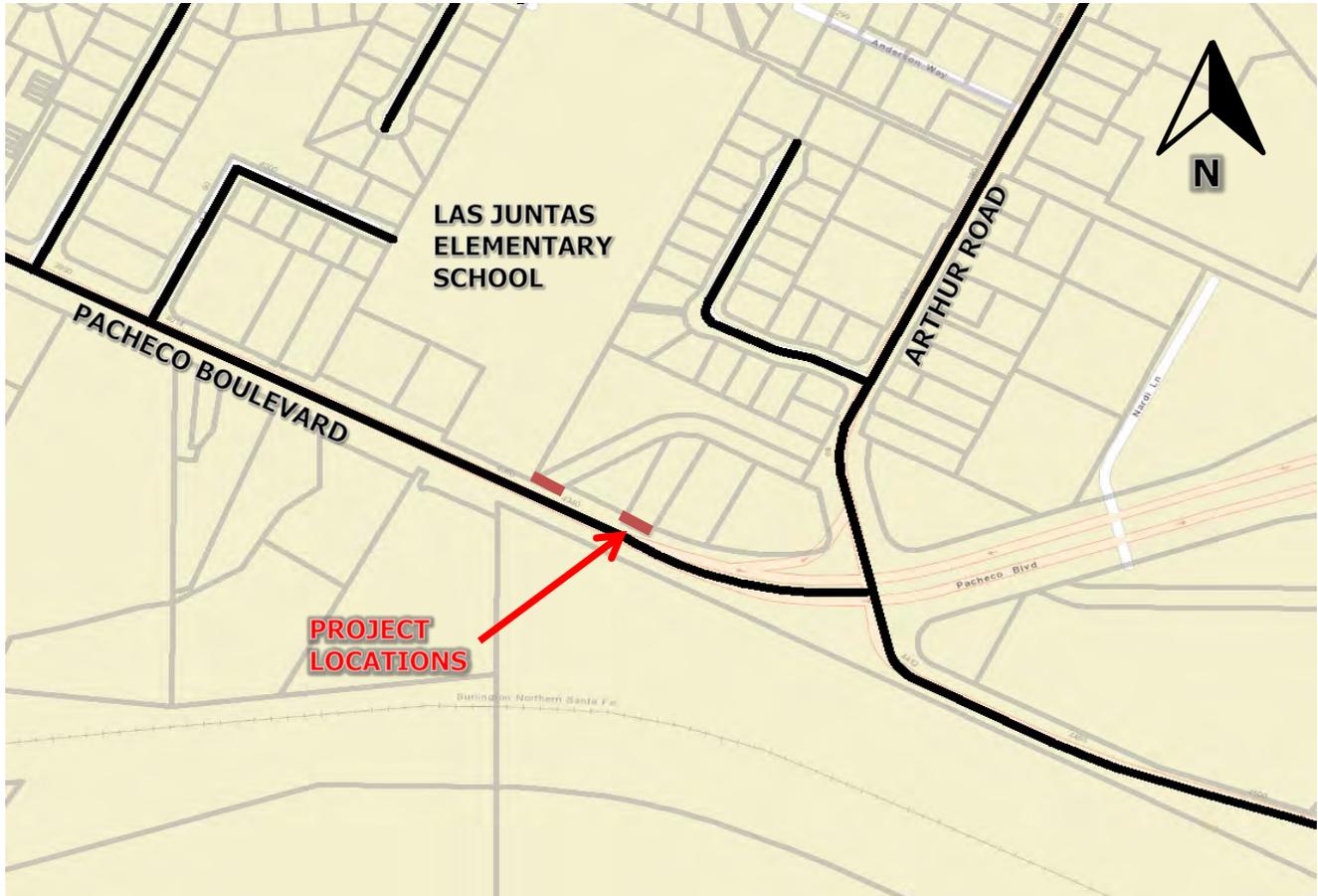
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	80	45	35							
Environmental	45	45								
Design Engineering	499	104	394							
+ Right-of-Way	80	6	74							
+ Construction	656			656						
<b>Total</b>	<b>1,359</b>	<b>200</b>	<b>503</b>	<b>656</b>						
ATP	619			619						
Martinez AOB	170	126	7	37						
Measure C	570	74	496							

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pacheco Boulevard Sidewalk Gap Closure Project - Phase III/Culvert Extension



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Parker Avenue Pedestrian Improvement Project

**PROJECT DESCRIPTION** Parker Avenue Pedestrian Improvement Project (NEW) – This project will install two ADA curb ramps on Parker Avenue at 6th Street and three rectangular rapid flash beacons. Construction is scheduled for 2018. This project is funded by the Transportation Development Act and Gas Tax Funds.

**PURPOSE AND NEED** Construct improvements at a sidewalk and an existing crosswalk to improve pedestrian safety.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** accessibility

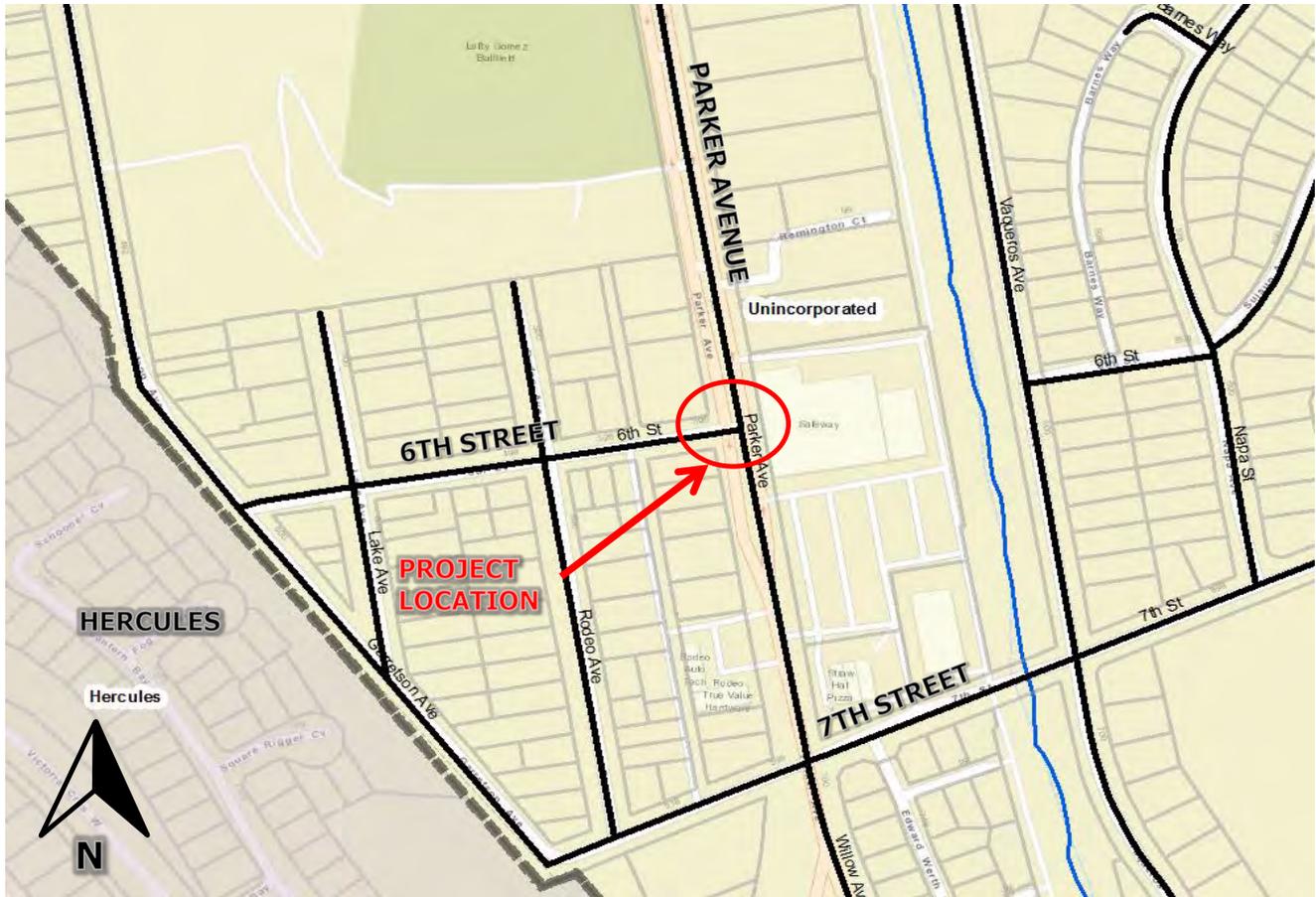
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	7	5	2							
Environmental	10		10							
Design Engineering	28		28							
+ Right-of-Way	5		5							
+ Construction	125			125						
<b>Total</b>	<b>175</b>	<b>5</b>	<b>45</b>	<b>125</b>						
Gas Tax	75	5		70						
TDA	100		45	55						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Parker Avenue Pedestrian Improvement Project



Source: County GIS

Legend:  
— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County

**PROJECT DESCRIPTION** Pedestrian Crossing Enhancements - Central and East County (New) – This project proposes to construct pedestrian safety improvements near various schools in Central and East County by installing pedestrian activated **rectangular** rapid flash beacons (RRFB) at crosswalks. This project is scheduled for construction in 2018. The project is funded by the Transportation Development Act (TDA) grant and by Local Funds.

**PURPOSE AND NEED** Increase driver awareness at pedestrian crosswalks near schools

**SUPERVISOR DISTRICT:** 2, 3, 4, 5

**PROJECT CATEGORY:** accessibility

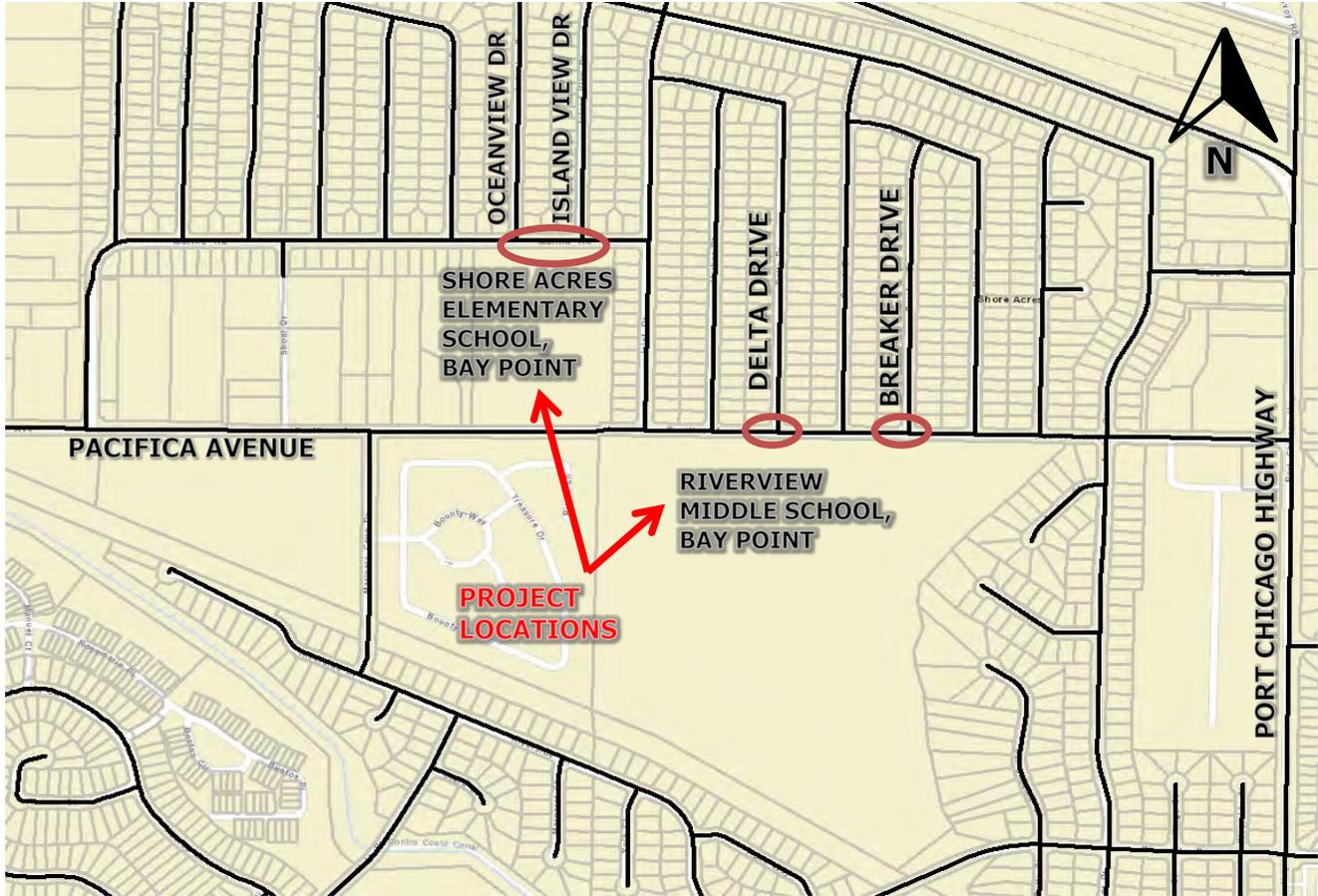
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	14	7	3	5						
Preliminary Engineering	7	7								
Environmental	10		10							
Design Engineering	266	206	60							
+ Right-of-Way	23		10	13						
+ Construction	420		70	350						
<b>Total</b>	<b>740</b>	<b>219</b>	<b>153</b>	<b>367</b>						
+ Gas Tax (c)	540	19	153	367						
TDA	200	200								

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pedestrian Crossing Enhancements - Central and East County



Source: County GIS

Note: See other Supervisor Districts for other pedestrian crossing locations.

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pomona Street Pedestrian Safety Improvement Project - Phase II

**PROJECT DESCRIPTION** Pomona Street Pedestrian Safety Improvements (Phase II) – This project is to improve pedestrian safety along Pomona Street at several existing crosswalks. Construction is scheduled for 2018. This project is funded by Transportation Development Act (TDA), Phillips 66 Fund, and SB1 Road Maintenance and Rehabilitation Account (RMRA).

**PURPOSE AND NEED** The purpose of this project is to improve pedestrian safety along Pomona Street in the town of Crockett by improving several existing crosswalks.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** accessibility

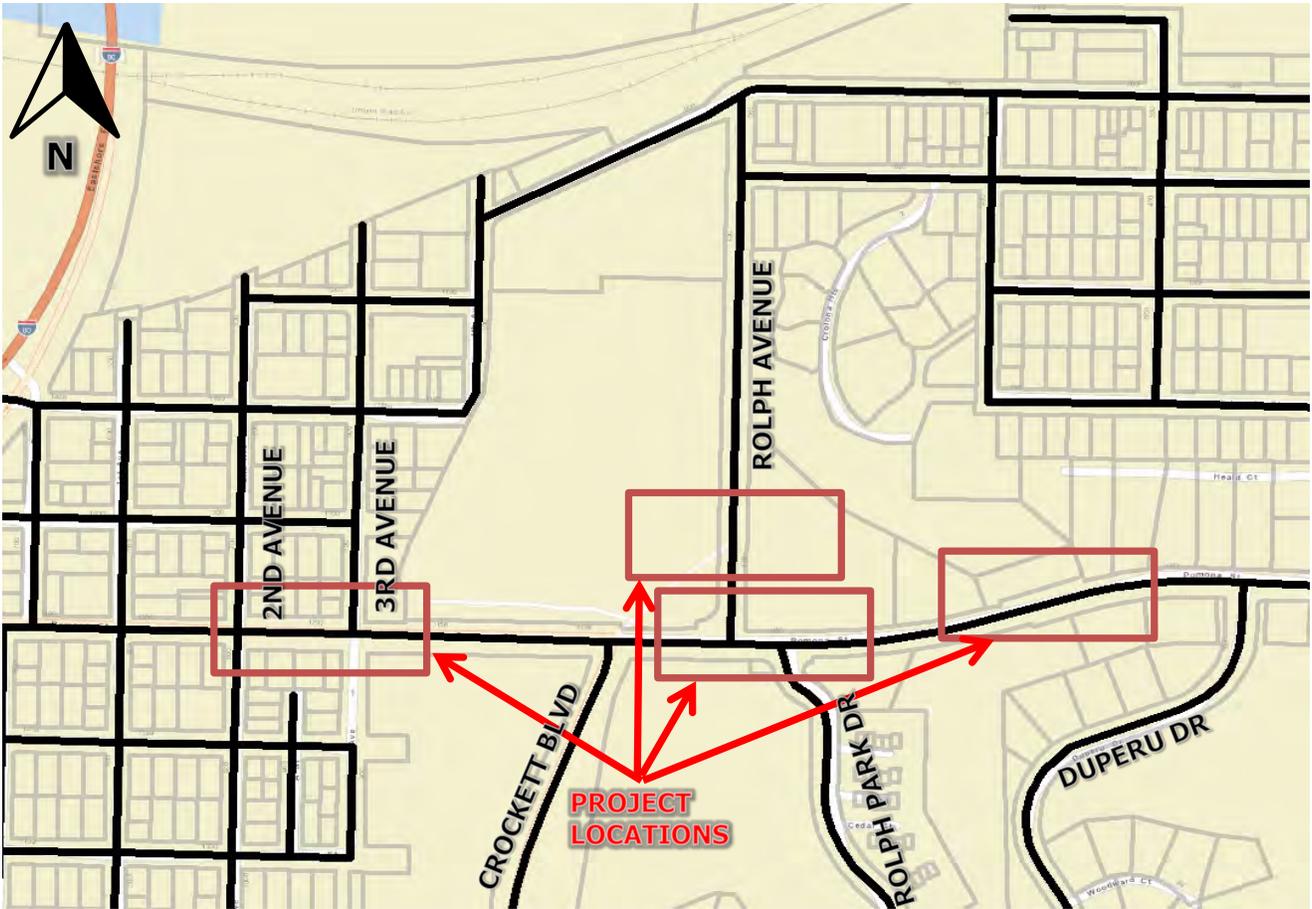
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	44	41	3							
Environmental										
Design Engineering	198	128	70							
+ Right-of-Way	12	7	5							
+ Construction	277	60	40	177						
<b>Total</b>	<b>531</b>	<b>236</b>	<b>118</b>	<b>177</b>						
+ Gas Tax (c)	385	90	118	177						
Phillips 66 funds	26	26								
TDA	120	120								

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pomona Street Pedestrian Safety Improvements (Phase II)



Source: County GIS

Legend:

— County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Rio Vista Pedestrian Connection Project

**PROJECT DESCRIPTION** Rio Vista Elementary School Pedestrian Connection Project – This project is to close a sidewalk gap and install speed feedback signs and pedestrian flashers to improve pedestrian accessibility and safety in the vicinity of Rio Vista Elementary School. Construction is scheduled for 2018. This project is funded by Active Transportation Program (ATP), Bay Point AOB, Measure C, and Transportation for Livable Communities (TLC) funds.

**PURPOSE AND NEED** Fill sidewalk gap and improve pedestrian and bicycle safety

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** accessibility

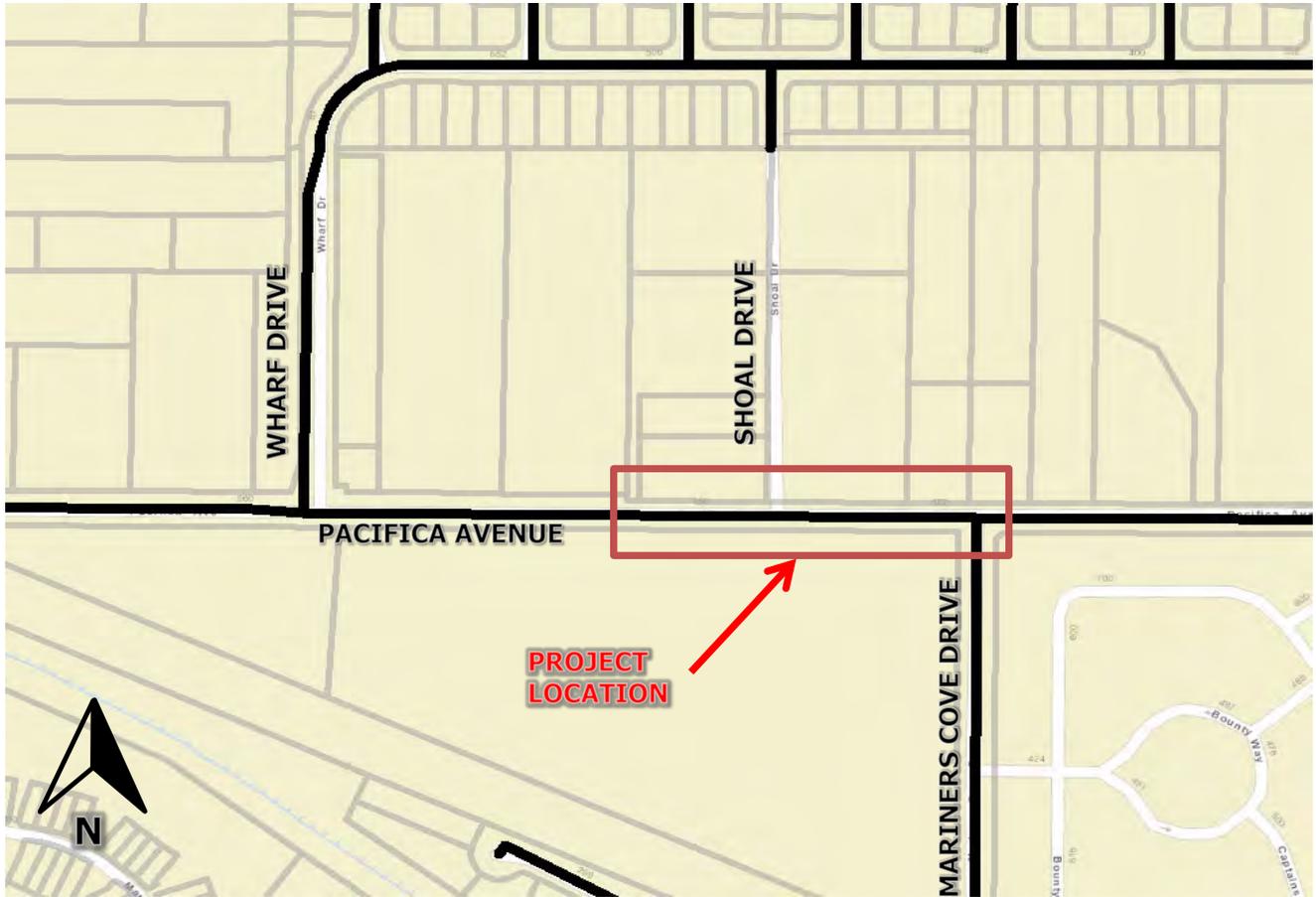
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Planning/Coordination	61	55	4	2						
Preliminary Engineering	25	25								
Environmental	45	35	10							
Design Engineering	344	269	75							
+ Right-of-Way	115	62	53							
+ Construction	662	5	90	567						
<b>Total</b>	<b>1,251</b>	<b>450</b>	<b>232</b>	<b>569</b>						
ATP	600		40	560						
Bay Point AOB	185	185								
- Gas Tax (c)	466	265	192	9						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Rio Vista Elementary School Pedestrian Connection Project



Source: County GIS

Legend:



County Maintained Roads

## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Rodeo Downtown Infrastructure Improvements

**PROJECT DESCRIPTION** Rodeo Downtown Infrastructure Improvements – This project is to construct sidewalks and curb ramps along Pacific Avenue and to improve access to Rodeo Creek Trail on Investment Street. Construction is schedule for 2018. Funding is obtained from Department of Conservation and Development and Gas Tax Funds. **A sidewalk gap closure was added to this project and is located at the intersection of Parker Avenue, Willow Avenue, and San Pablo Avenue.**

**PURPOSE AND NEED** Provide continuous pedestrian improvements in downtown Rodeo area.

**SUPERVISOR DISTRICT:** 5

**PROJECT CATEGORY:** accessibility

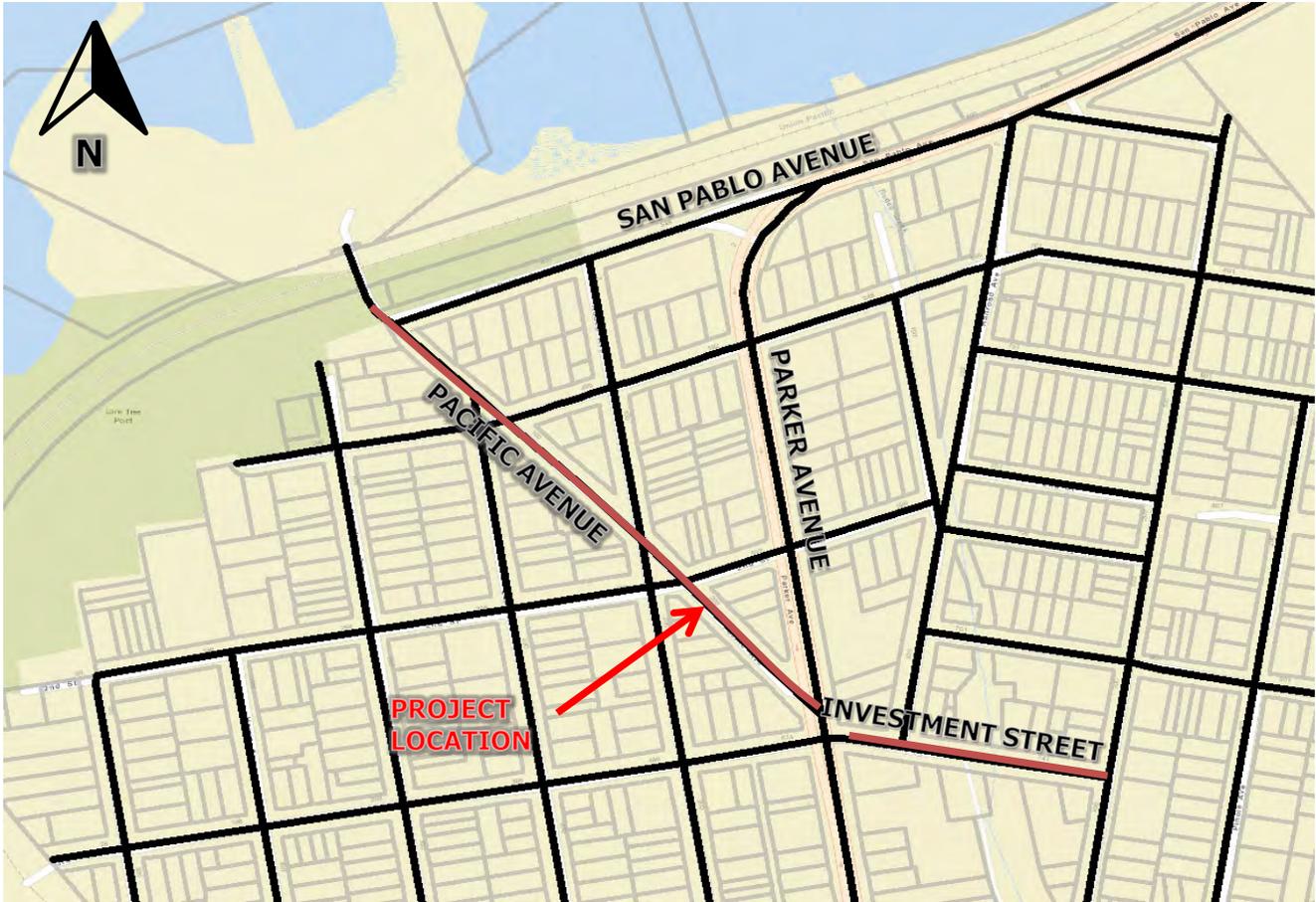
### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	75	50	25							
Environmental	60	5	55							
Design Engineering	210	121	89							
+ Right-of-Way	65		65							
+ Construction	810			810						
<b>Total</b>	<b>1,220</b>	<b>177</b>	<b>233</b>	<b>810</b>						
Former RDA	750	177	233	340						
Measure J TLC	470			470						

# Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Rodeo Downtown Infrastructure Improvements



Note: The sidewalk gap closure at the intersection of Parker Avenue, Willow Avenue, and San Pablo Avenue is not shown.

Source: County GIS

Legend:



County Maintained Roads



## Countywide Projects



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Countywide Curb Ramp Project

**PROJECT DESCRIPTION** This project is to retrofit curb ramps throughout Contra Costa County to meet Americans with Disabilities Act (ADA).

**PURPOSE AND NEED** The purpose is to provide access to all modes of travel within the public road right-of-way.

**SUPERVISOR** Countywide

**PROJECT CATEGORY:** accessibility

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
- Gas Tax (c)	300	300	300	300	300	300	300	300



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Countywide Guardrail Upgrades

**PROJECT DESCRIPTION** County-wide Guardrail Upgrade Project - This project is to upgrade existing guardrail end treatment to the current Caltrans standard. This project is funded by Highway Safety Improvement Project (HSIP). Currently, approximately 167 guardrail are to be upgraded with HSIP Cycle 8 Funds.

**PURPOSE AND NEED** The project will reduce fatalities and severity of injuries resulting from collisions with guardrail terminals.

**SUPERVISOR DISTRICT:** Countywide

**PROJECT CATEGORY:** safety

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	Cost	Cost to Date	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
Preliminary Engineering	49	18	31							
Environmental	55	5	50							
Design Engineering	104		50	54						
+ Right-of-Way										
+ Construction	1,161				1,161					
<b>Total</b>	<b>1,369</b>	<b>23</b>	<b>131</b>	<b>54</b>	<b>1,161</b>					
Gas Tax	76	23	31		21					
HSIP	1,293		100	54	1,140					



## Contra Costa County Capital Road Improvement & Preservation Program

**PROJECT NAME** Pavement Surface Treatments (p)

**PROJECT DESCRIPTION** Various locations throughout the County  
 2019 - Bay Point, Martinez, Lafayette, Bay View, Montalvin Manor, San Ramon, Vasco Road and San Pablo Dam Road  
 2020 -Clyde, North Richmond, Rollingwood, Pacheco, Kensington, & East County  
 2021 - Bay Point, El Sobrante, Kensington, Port Costa, Concord, Orinda

**PURPOSE AND NEED** Surface treatment projects will rehabilitate the existing roadway pavement, extend the life of the road, and reduce the long-term maintenance costs.

**SUPERVISOR** Countywide

**PROJECT CATEGORY:** pavement

### Anticipated Project Expenditures

Amounts shown in thousands of dollars

Phase/Funding Source	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23	FY 23/24	FY 24/25
- Gas Tax (c)	1,290	5,804	6,410	8,000	8,000	8,750	9,500	10,250



**Appendix A: County Road Improvement Policy**



TO: BOARD OF SUPERVISORS  
FROM: SUPERVISORS TOM TORLAKSON AND ROBERT SCHRODER  
TRANSPORTATION COMMITTEE  
DATE: MAY 9, 1989  
SUBJECT: ADOPTION OF THE COUNTY ROAD IMPROVEMENT POLICY

Specific Request(s) or Recommendation(s) & Background & Justification

I. RECOMMENDATION

Adopt the attached County Road Improvement Policy and direct the Public Works Director and the Director of Community Development to start developing the five year County Road Improvement Program for the Board's consideration in time for the 1990/91 fiscal year budget process.

II. FINANCIAL IMPACT

Public Works and Community Development staff time will be needed to prepare the County Road Improvement Program Annual Report and Recommendations.

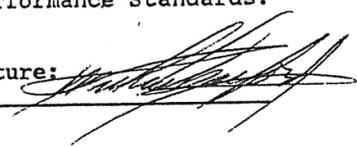
III. REASONS FOR RECOMMENDATION/BACKGROUND

This policy is developed to guide the development of the Contra Costa County Road Improvement Program.

The County Road Improvement Program (CRIP) is needed for the following reasons:

1. The Growth Management Program of Measure "C" requires each participating local agency to develop a Growth Management Element of its General Plan to be applied in the development review process and to develop a five year CRIP to meet and/or maintain Traffic Services and Performance Standards.

Continued on attachment:  yes

Signature: 

Recommendation of County Administrator  
 Recommendation of Board Committee  
 Approve  Other:

Signature(s): \_\_\_\_\_

Action of Board on: May 9, 1989

Approved as Recommended  Other

Vote of Supervisors

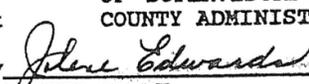
Unanimous (Absent   
Ayes: \_\_\_\_\_ Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_ Abstain: \_\_\_\_\_

Orig. Div.: Trans. Comm.  
cc: County Administrator  
Public Works Director  
Director of Community Development  
County Counsel

I HEREBY CERTIFY THAT THIS IS  
A TRUE AND CORRECT COPY OF AN  
ACTION TAKEN AND ENTERED ON  
THE MINUTES OF THE BOARD OF  
SUPERVISORS ON DATE SHOWN.

Attested May 9, 1989

PHIL BATCHELOR,  
CLERK OF THE BOARD  
OF SUPERVISORS AND  
COUNTY ADMINISTRATOR

By   
DEPUTY CLERK

Board of Supervisors  
May 9, 1989  
Page Two

2. Government Code Section 66002 authorizes a local agency, such as the County, to adopt a transportation capital improvement plan to identify the use of developer fees.
3. Development of stable funding sources for transportation and project delivery are of interest to the Board of Supervisors. The CRIP, and the process in developing the CRIP will allow the Board to focus on these issues.

The County Transportation Committee approved the adoption of the CRIP on April 25, 1989.

#### IV. CONSEQUENCES OF NEGATIVE ACTION

Assuming that the Board will develop and adopt the Growth Management Element of the General Plan, without this policy, there will not be any directions to staff as to the development of the five year CRIP.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Order on May 9, 1989 by the following vote:

AYES: Supervisors Powers, Fahden, Schroder, McPeak, Torlakson

NOES: None

ABSENT: None

ABSTAIN: None

RESOLUTION NO. 89/306

---

SUBJECT: COUNTY ROAD IMPROVEMENT POLICY

This policy shall be known as the County Road Improvement Policy. It will guide the development of the Contra Costa County Road Improvement Program (CRIP) as authorized by Government Code Section 66002 and as required under the Growth Management Element of the Contra Costa Transportation Improvement and Growth Management Program ordinance approved by the voters in November 1988 (Measure "C").

Under Section 15061(b)(3) of the California Environmental Quality Act (CEQA), it can be seen with certainty that there is no possibility that the approval of this policy may have a significant effect on the environment and therefore, the approval of this policy is not subject to CEQA.

The Board of Supervisors FINDS and DECLARES as follows:

1. A shortfall in road maintenance funding in the past has created a \$20 million backlog of road reconstruction and rehabilitation, and this backlog is increasing at a rate of several million dollars a year.
2. The existing revenue from gasoline tax only provides about 50 percent of the funding needed to adequately maintain the County's road system.
3. The existing urban traffic congestion has substantially reduced the quality of life in Contra Costa County.
4. This urban traffic congestion degrades the air quality of Contra Costa County and wastes scarce energy resources.
5. Solutions to the urban traffic congestion problem require coordination and cooperation between the State, regional, and local governments as well as the transit providers. It is the intent of the Board of Supervisors to work closely with the cities in the County, the transit providers, the Metropolitan Transportation Commission, and the State so that the CRIP will become part of the region's effort to solve the congestion problems in the region.
6. The intent of the funds set aside for local streets and roads from Measure "C" is to correct existing maintenance and capacity problems.
7. The Growth Management Program of Measure "C" requires each participating local agency to develop a Growth Management Element of its General Plan to be applied in the development review process and to develop a five year CRIP to meet and/or maintain Traffic Service and Performance Standards.
8. The 1979 Bridge and Thoroughfare Policy of the Board of Supervisors requires new development to mitigate traffic impacts created by the development.

9. Government Code Section 66002 authorize a local agency, such as the County, to adopt a transportation capital improvement plan to identify the use of developer fees.
10. There is a need to develop additional and stable funding sources for County road maintenance, reconstruction and capital improvement needs.
11. Road improvement projects require years of advance planning, coordination and cooperation between various agencies before construction.
12. The Contra Costa CRIP and the transportation systems management efforts of the County are intended to compliment each other to improve the quality of life, air quality and safety, and to reduce traffic congestion in the County.

NOW, THEREFORE, the Board of Supervisors RESOLVES as follows:

The Board of Supervisors hereby adopts the County Road Improvement Policy set forth in this Resolution. The Policy shall consist of the following elements: I) Program Priority, II) Program Level and III) Program Procedure.

I. PROGRAM PRIORITY

Road funds shall be budgeted and expended to maximize the use of Federal and State funds and shall be based on the following order of priorities.

- A. Maintenance of streets and roads.
- B. Construction and installation of traffic safety improvements.
- C. Reconstruction and rehabilitation of roads.
- D. Relief of traffic congestion which developed prior to November 1988.
- E. Relief of traffic congestion resulting from development after November 1988.

II. PROGRAM LEVELS

Road funds are derived from many sources, and the Board of Supervisors intends that the following priorities shall be used in expending the different sources of road funds:

- A. Highway User Fees (Gas Tax)
  1. Road operation and maintenance
  3. Traffic safety and hazard elimination projects

Sufficient funds shall be budgeted for operation and maintenance at a level not falling below that of FY 1988. If funds are available after operation, and maintenance, they shall be budgeted for safety and hazard elimination projects.

In the event that additional user fees become available, either from State or Federal pass-through or from a locally or regionally imposed user fee, the additional revenue shall be used first to remove the shortfall in maintenance funding, then it shall be used to fund other programs in accordance with the priorities set forth in Section I.

B. Measure "C" Revenue Priorities.

1. A minimum program level of \$300,000 a year for road safety and hazard elimination projects less any funds from gasoline tax, federal and state grants.
2. Reconstruction of County roads.
3. Rehabilitation of County roads.
4. Traffic congestion relief of problems which existed before November 1988.

Priority shall be given to low cost system management projects that will improve air quality and encourage the use of carpools, van pools, and mass transit.

C. Area of Benefit Revenues.

Developer fees generated through areas of benefit shall be used to fund projects designed to mitigate the traffic impact of developments as identified in the area of benefit program report and as mandated in the growth management program of Measure "C".

D. Additional Funding Sources.

The Board of Supervisors recognizes that existing funding is inadequate to address the County's road maintenance and capital needs. The Public Works Director is hereby directed to develop additional stable funding sources for maintenance, to reduce the reconstruction and rehabilitation backlog, and to improve the County's road system. The Public Works Director is further directed to maximize the use of Federal and State funds. The Public Works Director shall report to the Board periodically on progress in developing additional funding sources.

III. PROGRAM PROCEDURE

- A. As specified in Section 913 of the County Ordinance Code, the Director of Community Development and the Public Works Director shall jointly develop areas of benefit to require payments by developments into trust accounts for improvements to major thoroughfares and bridges as mitigation for their traffic impacts. The areas of benefit shall be developed to implement the circulation element of the County's General Plan. The circulation element of the General Plan is hereby considered to be the long range CRIP.
- B. The following procedure shall be used to develop the five year CRIP.
  1. The five year CRIP is a short range implementation plan of the Circulation Element and Growth Management Element of the General Plan.
  2. Each year no later than June 15, the Director of Community Development shall provide the Public Works Director with a forecast of development trends in the unincorporated areas in Contra Costa County for the five succeeding years.
  3. The Public Works Director and the County Administrator shall compile information on fund estimates from State gasoline tax, local funds, State and Federal grants, developer fees and other sources.

4. The fund estimate shall be presented to the Transportation Committee of the Board of Supervisors for review and approval by September 15 of each year.
5. After fund estimate approval, the Public Works Director shall prepare, with input from the Director of Community Development and communities in the County, the fifth year additions to the CRIP. All new project additions and revisions will take into consideration this policy, funding limitations, development trends, and the Growth Management Program of Measure "C".
6. Before January 1 of every year the Public Works Director shall prepare a report to the Transportation Committee which will include the following:
  - a. The draft five year CRIP.
  - b. Comparison of the current year's project delivery schedule against the current CRIP.
  - c. Identification of the shortfalls in funding by program categories.
  - d. Information about the progress in development of additional funding sources.
7. The Director of Community Development shall provide an analysis of the proposed CRIP with respect to any applicable Growth Management Program of Measure "C" and the General Plan.
8. Upon approval of the draft report by the Transportation Committee, it shall be circulated for comment and review.
9. The Transportation Committee shall hold a public hearing on the draft CRIP at the conclusion of the public review period.
10. The Transportation Committee shall present the CRIP findings and recommendations to the Board of Supervisors for their action no later than March 1 of each year.

The Board of Supervisors hereby directs the Community Development Department to file a Notice of Exemption with the County Clerk.

This policy was reviewed by the County Transportation Committee on February 27 and approved for adoption on April 25, 1989.

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

ATTESTED: May 9 1989  
PHIL BATCHELOR, Clerk of the Board  
of Supervisors and County Administrator

By Jolene Edwards, Deputy

RESOLUTION NO. 89/306

**Appendix B: Guidelines for Expenditure of Gas Tax Revenue**  
**(Proposition 111 Funds)**



TO: BOARD OF SUPERVISORS  
FROM: TRANSPORTATION COMMITTEE  
DATE: December 3, 1991  
SUBJECT: Report on Additional Revenue from Proposition 111

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

I. Recommended Action:

1. Accept the following report from the Transportation Committee on the additional local gas tax revenue from Proposition 111.
2. Approve expenditure of the local gas tax revenue from Proposition 111 according to the following guidelines:
  - 70 percent of Proposition 111 revenue for pavement maintenance;
  - 20 percent of Proposition 111 revenue for capital improvements; and
  - 10 percent of Proposition 111 revenue for safety projects
3. Direct the County Administrator to review the funding of the Congestion Management Program and Growth Management Program with any future updates of the Countywide Fee Study, and, if appropriate, to recommend adjusting development fees to include the Congestion Management and Growth Management compliance costs.

II. Financial Impact:

No overall impact to the General Fund with this recommendation. There are "maintenance of effort" requirements included in Proposition 111 which requires maintaining General Fund appropriation for transportation related programs at the same level as the past several years.

Continued on Attachment: X SIGNATURE: \_\_\_\_\_

\_\_\_\_ RECOMMENDATION OF COUNTY ADMINISTRATOR  
X RECOMMENDATION OF BOARD COMMITTEE  
\_\_\_\_ APPROVE      \_\_\_\_ OTHER

SIGNATURE(S):  Tom Toelaksan

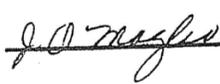
ACTION OF BOARD ON December 3, 1991 APPROVED AS RECOMMENDED X OTHER \_\_\_\_

VOTE OF SUPERVISORS  
X UNANIMOUS (ABSENT III )  
AYES: \_\_\_\_\_ NOES: \_\_\_\_\_  
ABSENT: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

RMA:cl:fp  
c:bop111.t12

attachments

Orig. Div: Public Works (RE)  
cc: County Administrator  
GMEDA Director  
Community Development Department  
Accounting } via CDD  
Maintenance }

I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.  
December 3, 1991  
ATTESTED: \_\_\_\_\_  
PHIL BATCHELOR, Clerk of the Board of Supervisors and County Administrator  
By  , Deputy

III. Reasons for Recommendations and Background:

PROPOSITION 111 WILL GENERATE AN ADDITIONAL \$2 MILLION IN REVENUE FOR FISCAL YEAR 1990-1991 AND 2.5 MILLION IN 1991-1992.

Proposition 111, in conjunction with AB 471 (1990) and SB 300 (1990), increased the gas tax by five cents on August 1, 1990 and will add an additional one cent each year for the next four years beginning January 1, 1991. In addition, Proposition 111 increased commercial vehicle weight fees by 40 percent beginning in August 1, 1990 with an additional 10 percent increase on January 1, 1995.

It is estimated that we will receive an additional \$2,000,000 in gas tax revenue in fiscal year 1990/91. That will increase to \$2,500,000 in fiscal year 91/92, \$3,000,000 in fiscal year 92/93, \$3,500,000 in fiscal year 93/94 and \$4,000,000 in fiscal year 94/95. Fiscal year 94/95 will see the last increase in the gas tax which will bring it up to a full 18 cents per gallon. Proposition 111 will provide the County's road program with a significant increase in revenue in the years to come. This report analyzes the impacts of Proposition 111 and recommends guidelines for the use of the funds.

THE COUNTY MUST COMPLY WITH NEW PLANNING REQUIREMENTS IN ORDER TO RECEIVE PROPOSITION 111 FUNDS.

As a requisite to receiving the increased gas tax revenue, Proposition 111 requires preparation of a Congestion Management Program (CMP) for each county that has an urbanized area of 50,000 in population. Contra Costa County qualifies under this definition. The CMP for the County must include each city in the County and be updated annually. The CMP is similar to the Growth Management Program under Measure "C" (1988) which is administered by the Contra Costa Transportation Authority (CCTA). As a result, the County, along with the Cities, has designated the Contra Costa Transportation Authority as the CMP Agency. This way, the CMP for Contra Costa County can be prepared with very little additional cost.

Measure "C" allows the County to use the return to source revenues to administer, monitor and report on the Growth Management program of the Measure. The Board has approved the use of Measure "C" funds for that purpose. Proposition 111 is silent on the funding of CMP compliance costs. This funding void may be corrected by AB 434 which would increase vehicle registration fees to implement certain transportation control projects and provide funding for related planning and technical studies necessary to implement the Clean Air Act. Whether AB 434 gets approved and whether local governments will receive any funding to cover congestion management compliance costs remains to be seen. Any costs to comply with the congestion management planning requirements of Proposition 111, not covered by AB 434 or other proposed legislation, should be incorporated into any future updates of the Countywide Fee Study. The Measure C compliance costs were not included in the Countywide Fee Study recently adopted by the Board. These compliance costs, which are incurred as a result of development in the County, should also be included in any future updates of the Fee Study.

WITHOUT THE PASSAGE OF PROPOSITION 111, OUR ROAD MAINTENANCE AND ROAD ENGINEERING EXPENDITURES WOULD HAVE EXCEEDED OUR GAS TAX REVENUES IN 1994.

The first thing to look at when considering the use of the increased gas tax, is the relationship between our current road fund expenditures and our current road fund revenues, along with the growth projections for each of them. Our current maintenance budget is about 8.3 million dollars per year, while our road engineering budget (including Traffic) is about 1.1 million dollars per year. Both of these budgets have been increasing at about five percent per year over the past several years. On the revenue side, things are a little different in terms of growth. The gas tax is apportioned to the County under Streets and Highways Code Sections 2104, 2105 and 2106. Sections 2104 and 2106 apportion the "historic" gas tax, which is the gas tax revenue prior to the passage of Proposition 111. Section 2105 will apportion the increased gas tax revenue from Proposition 111. The 2106 apportionment, which makes up about 10 percent of our historic gas tax revenue, has remained more or less constant over the last several years. The increases in 2106 funds have been offset by fund reductions due to City annexations in County areas and the resultant reduction in the Countys assessed valuation. The 2104 apportionment, which makes up about 90 percent of our current gas tax revenue, has increased slightly over the last several years. The average increase was 1.04 percent over the last three years. The bulk of our revenue, therefore, has been increasing at one percent per year, while our expenditures have been increasing at five percent per year. Prior to Proposition 111

we estimated that by 1994, our maintenance and engineering expenditures would equal our revenue projection, leaving no money for our small capital and safety improvements program. Beyond 1994 we would be in the negative column. This gloomy forecast however has changed now with the passage of Proposition 111.

OUR GAS TAX REVENUE INCREASES ONE PERCENT PER YEAR WHILE OUR EXPENDITURES INCREASE FIVE PERCENT PER YEAR.

For our revenue estimates we have assumed the gas tax will continue to grow at one percent per year. We have also assumed our maintenance and engineering budgets will continue to grow at five percent per year to keep up with inflation. The difference between our total revenue and our expenditures on general road maintenance, road engineering and compliance costs, is the amount available to program for preventative pavement maintenance and capital and safety projects. Table 1 shows our revenue stream, expenditure stream and the resultant amount available for programming for the next 10 years. The revenue side is made up of three components; the historical road fund, Proposition 111 funds and Measure "C" return to source monies. The "historical" road fund includes the revenue from the tax rate imposed on the sale of gasoline and diesel fuel prior to Proposition 111 (historic gas tax), plus future revenue from traffic fines and forfeitures, rental income, and interest income. The bulk of the historic road fund and Proposition 111 funds are estimated assuming a one percent per year increase, which is what we experienced the last three years. Measure "C" is estimated to keep up with an assumed inflation rate of five percent plus three percent actual growth. The Measure "C" forecasts, however, may change in the future as a result of annexations or incorporation.

The expenditure side shows the cost of general road maintenance and road engineering. General road maintenance does not include any preventative maintenance work but provides for routine maintenance to keep the County's 750 miles of roads and 90 bridges safe and functional. Road engineering includes traffic engineering and operations, preparation of the road budget, project programming, alignment studies, project development, project coordination with interested and impacted entities, grant applications, and traffic studies. Planning compliance costs are also shown in Table 1 as an expenditure. These are the costs associated with meeting the Measure "C" growth management requirements and Proposition 111 congestion management requirements, in order to receive Measure "C" return to source monies and Proposition 111 funds. This compliance effort includes maintaining and refining the Circulation/Transportation Element and the County Transportation database, transit planning, TSM, project planning, project development, project programming/prioritization, and monitoring intersection service levels on regional routes. Total expenditures would be reduced if the planning compliance costs were funded by developer fees.

The amount available for programming shown in Table 1 reflects total funds available for preventative pavement maintenance, capital and safety improvements. It does not show anything deducted specifically for safety or capital improvement programs. The data in Table 1 is also shown on Figure 1 in the form of a graph. The dashed lines represent general road maintenance, road engineering and compliance cost expenditures. The solid lines represent revenues from the historic road fund, Proposition 111 funds and Measure "C" return to source monies. The shaded area between the total expenditures and total revenues represents the total funds available for programming. Figure 1 graphically shows that the rate of increase of our revenue is less than the rate of increase of our expenditures.

There has been recent legislative action that will impact our road related revenue stream. The State legislature recently approved a realignment in the State budget that will divert the "fines and forfeitures" revenue that historically went to the County. In exchange, the State will be supporting the court system. This can be seen on Table 1 where after fiscal year 1991/92 the revenue is reduced by the \$500,000 we received each year as "fines and forfeitures."

TO ELIMINATE OUR CURRENT BACKLOG OF ROADS THAT ARE BEYOND PREVENTATIVE MAINTENANCE WOULD COST \$32 MILLION DOLLARS.

The passage of Proposition 13 in 1978 reduced the amount available for our preventative

pavement maintenance program. As a result, we had to prioritize the expenditure of our maintenance dollars for preventative maintenance. Some roads were treated and some were not. Several years after Proposition 13 we began to keep track of the deficiencies in our pavement management program and identified a backlog of roads that were beyond preventative maintenance. This was the subject of a report produced in March 1985, which identified a backlog of \$5,800,000. The report also projected a backlog in fiscal year 89/90 of \$35,000,000 (in 1985 dollars), if the annual road maintenance funding was not increased. The pavement maintenance funding in 1985 was \$2,000,000 per year, which is roughly what we spend today on preventative maintenance. The \$35,000,000 backlog for fiscal year 1989/90 projected in the 1985 report would equate to \$45,000,000 in today's dollars. Information gathered for the 1989-90 Grand Jury investigation of our maintenance program revealed that our 1989-90 backlog was \$32 million. This is less than the projected estimate in our 1985 report, which is due to a reduction in maintained road mileage (853 miles in 1985 vs. 745 in 1989), with the incorporation of Orinda in 1986, and some annexations between then and now. In addition, the passage of SB 300 (1986) several years ago provided a one time windfall of about \$3,000,000 for our pavement maintenance budget.

**OUR BACKLOG PROJECTED TO THE YEAR 2000 COULD BE REDUCED TREMENDOUSLY IF MEASURE "C" RETURN TO SOURCE MONIES AND PROPOSITION 111 FUNDS ARE USED TO BOLSTER OUR PAVEMENT MAINTENANCE PROGRAM.**

Table 2 shows our annual maintenance backlog with the allocation of 70% of Proposition 111 revenues towards pavement maintenance funding, in conjunction with Measure "C" return to source monies. This shows that by fiscal year 1999/2000, our backlog will be \$275,000,000. Obviously, this size of backlog in the year 2000 is unacceptable and we will need to look for additional funding sources to further reduce the backlog to an acceptable level. However, if no Proposition 111 revenue or Measure "C" return to source monies are infused into our pavement maintenance program at this time, then our backlog in the year 2000 would be \$370,000,000; an increase of approximately 35%.

The revenue estimates shown in Table 2 assume a one percent growth in the gas tax each year and a eight percent growth in the sales tax (Measure "C"). As can be seen, the new source of revenues will not solve our backlog problem. However, it is also evident that if none of the Proposition 111 revenues or Measure "C" monies are spent on our pavement maintenance program, then our backlog will grow tremendously.

**WHAT ARE THE CONSEQUENCES OF NOT INVESTING IN OUR PAVEMENT MAINTENANCE PROGRAM?**

Most roads are designed for a twenty year life. If no maintenance is performed on a new road, it will, in general, provide good service for ten to fifteen years, at which time failure of the pavement section begins. Between fifteen and twenty years the pavement deteriorates at a rapid rate. By the 20th year the road will have to be repaved or reconstructed, at which time the life/deterioration cycle starts all over again if no maintenance is performed. Our pavement management system is set up to recognize when various roads need a seal coat. Seal coats are applied just prior to the beginning stages of pavement deterioration. When the seal coat is applied prior to the initial stages of pavement deterioration, the pavement life is extended for another five to seven years, at which time another seal coat is applied. By performing these preventative treatments to the pavement, the pavement life can be extended ten to twelve years before the road needs to be repaved. A newly paved road therefore, could last thirty years with preventative maintenance instead of twenty years without maintenance. It costs 50% more to overlay or reconstruct a road every twenty years with no intervening preventative maintenance, than it does to perform preventative maintenance and extend its useful life to thirty years. The consequences, therefore, of not investing in our preventative pavement maintenance program is to incur major capitol investment needs to rebuild our road system, rather than a continuous reduced level of funding for preventative maintenance.

**THE RECENT GRAND JURY REPORT RECOMMENDS USING MEASURE "C" RETURN TO SOURCE MONIES FOR PAVEMENT MAINTENANCE.**

The Board considered the expenditure of Measure "C" return to source monies with the County Road Improvement Policy. This policy, adopted by the Board on May 9, 1989, prioritizes the expenditure of Measure "C" monies as follows:

1. A minimum program level of \$300,000 a year for road safety and hazard elimination projects, less any funds from gasoline tax, federal and state grants.
2. Reconstruction of County roads.
3. Rehabilitation of County roads.
4. Traffic congestion relief of problems which existed before November 1988.

As long as a minimum budget is maintained for safety projects, then the emphasis for expenditure of Measure C funds lies in the pavement maintenance program to reduce the backlog.

The 1989-90 Contra Costa County Grand Jury submitted a report entitled "County Road Preventative Maintenance." This report reveals that the road system in the County is deteriorating at an alarming rate due to declining road maintenance, which has been brought on by escalating maintenance costs and lack of adequate maintenance funding. Their report recommends that the Board of Supervisors pursue ways to generate additional revenue for road maintenance including "priority use of the County's Measure "C" allocation".

**PROPOSITION 111 FUNDS, SHOULD BE USED ALONG WITH MEASURE "C" RETURN TO SOURCE MONIES TO BOLSTER OUR PAVEMENT MANAGEMENT SYSTEM AND REDUCE OUR BACKLOG.**

The Transportation Committee has discussed the expenditure of Proposition 111 funds and urges the Board to adopt a guideline for expending the new Proposition 111 revenues. For the greatest return on the dollar, the bulk of the revenue should be spent on the pavement maintenance program, however, there is also a desire that some should be expended for safety improvements and for capital improvements. As a result, the Transportation Committee recommends that Proposition 111 funds be spent in the following manner:

1. 70 percent of Proposition 111 revenue for pavement maintenance
2. 20 percent of Proposition 111 revenue for capitol improvements
3. 10 percent of Proposition 111 revenue for safety projects

First priority for the additional maintenance revenue will go to arterials and major thoroughfares. Second priority for the additional maintenance revenue is to prevent roads not on the backlog from deteriorating to a backlog condition. The third priority is to remove roads from the backlog.

Currently, we budget approximately \$300,000 for safety projects and \$300,000 for capital projects from the road fund. The expenditure guideline recommended above would increase our safety projects budget to approximately \$500,000 and our capital budget to approximately \$660,000 for fiscal year 90/91. Table 3 shows the breakdown of funding that would be provided for each of these three programs over the next 10 years if our Proposition 111 revenue was distributed as recommended above. It should be noted that these recommendations go hand in hand with the Grand Jury report on County Road Maintenance.

The above expenditure recommendations combine the gas tax and Measure "C" resources, which together will satisfy the list of improvements identified separately in the County Road Improvement Policy as gas tax expenditure priorities and Measure "C" expenditure priorities. In other words, the combined Proposition 111 and Measure "C" expenditures shown in Table 3 will satisfy the intent of the County Road Improvement Policy, which had identified separate expenditures for Measure "C" revenues and gas tax revenues.

**SPENDING PROPOSITION 111 FUNDS AND MEASURE "C" RETURN TO SOURCE MONIES ON REBUILDING OUR ROAD SYSTEM WILL GIVE THE PUBLIC THE GREATEST AMOUNT OF ROADWORK FOR THE DOLLAR.**

Not only is expending revenue on our pavement maintenance program a sound investment in our road system, but it is also highly visible to the public and will significantly improve the appearance, durability, and the ride quality of roads in each Supervisorial District. The recommendations made in this report would improve ninety-eight miles of County roads in the form of chip seals and slurry seals, and six miles in the form of overlays or reconstruction over

the next two years, if two thirds of the funds were allocated to surface treatments and one third to overlays and reconstruction.

Discussions these days often center around the level of service of our roads in terms of capacity. Nobody discusses the level of service of our roads in terms of maintenance or serviceability. A road that is not maintained and is allowed to deteriorate will effectively have its capacity reduced as cars are forced to reduce their speed due to a broken and rough pavement surface. As the road deteriorates, the safe speed and the capacity of the road decreases. Several years ago MTC did a study which revealed that poor pavement conditions cost the public \$60 per vehicle per year in terms of additional wear and tear. With the County's 640,000 registered vehicles, that equates to a total cost of \$38,400,000.

IV. Consequences of Negative Action:

There would be no guidelines established for the expenditure of revenue from Proposition 111 and the level of service of our road system would suffer.

TABLE I  
REVENUE

DESCRIPTION	Fiscal Year											
	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	98/99	99/2000	
1) Historic Road Fund												
a. Historic Gas Tax	9,278	9,400	9,480	9,570	9,650	9,740	9,837	9,935	10,035	10,135	10,237	
b. Fines & Forfeitures	500	500	0	0	0	0	0	0	0	0	0	
c. Road & State Rentals	63	65	67	69	71	73	75	77	79	81	83	
d. Interest Earnings	75	75	75	75	75	75	75	75	75	75	75	
SUBTOTAL	9,916	10,040	9,622	9,714	9,796	9,888	9,987	10,087	10,189	10,291	10,395	
2) Proposition 111	-----	2,000	2,500	3,000	3,500	4,000	4,040	4,080	4,120	4,160	4,200	
3) Measure C	1,400	1,512	1,633	1,764	1,905	2,057	2,222	2,399	2,591	2,798	3,022	
TOTAL	11,316	13,552	13,755	14,478	15,201	15,945	16,249	16,566	16,900	17,249	17,617	

EXPENDITURES

DESCRIPTION	Fiscal Year											
	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	98/99	99/2000	
1) General Road Maintenance	7,056	7,409	7,779	8,168	8,576	9,005	9,455	9,928	10,425	10,946	11,494	
2) Road Engineering	1,100	1,160	1,210	1,270	1,340	1,400	1,470	1,543	1,620	1,701	1,786	
3) Planning Compliance Costs	50	155	355	275	289	303	318	334	351	369	387	
TOTAL	8,206	8,724	9,344	9,713	10,205	10,708	11,243	11,805	12,396	13,016	13,667	
AMOUNT AVAILABLE FOR PROGRAMMING (REVENUE - EXPENDITURES)												
Fiscal Year	89/90	90/91	91/92	92/93	93/94	94/95	95/96	96/97	97/98	98/99	99/2000	
Programmable Funds	3,110	4,828	4,411	4,765	4,996	5,237	5,006	4,761	4,504	4,233	3,950	

NOTE: - All figures in \$1000  
 - Historic gas tax represents the gas tax revenue prior to Proposition 111 (2104 & 2106).  
 - Planning compliance costs include those required by both Measure "C" and Proposition 111.

RMA:d:fp  
 c:revenues.t10  
 November 5, 1991

**TABLE II**  
**CONTRA COSTA COUNTY**  
**PAVEMENT MAINTENANCE FUNDING**

FISCAL YEAR	ANNUAL NEEDS	BACKLOG	TOTAL NEEDS	HISTORIC ROAD FUND	MEAS "C" FUNDS	PROP. 111 FUNDS	TOTAL FUNDS	UNMET NEEDS
89/90	5000	32,000	37,000	1200	1350	-----	2,550	34,450
90/91	5250	41,340	46,590	911	1357	1400	3,668	42,920
91/92	5512	51,510	57,020	681	1278	1750	3,209	53,810
92/93	5788	64,570	70,360	466	1489	2100	3,589	66,772
93/94	6077	80,130	86,200	228	1616	2450	3,946	82,260
94/95	6381	98,710	105,090	0	1737	2800	4,037	101,050
95/96	6700	121,260	127,960	0	1466	2828	3,794	124,170
96/97	7035	149,000	156,040	0	1181	2856	3,537	152,500
97/98	7387	183,000	190,390	0	884	2884	3,268	187,120
98/99	7756	224,540	232,300	0	573	2912	2,985	229,320
99/2000	8144	275,180	283,320	0	250	2940	2,690	280,630

**NOTES:**

- Assumes 70% of Proposition 111 revenues and all available Measure C return to source monies spent on pavement maintenance, while maintaining a safety program and capitol program as recommended in this report (see Table III).
- Backlog equals 1.2 x previous years carryover ("unmet needs")
- Assumes inflation at 5%
- Assumes 5% inflation in Measure C funding each year plus 3% growth (8% total)
- Assumes 1% growth in Proposition 111 funding each year
- All figures in \$1000

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c:table.t10  
November 6, 1991

**TABLE III**

**Expenditure By Program Over The Next Ten Years**

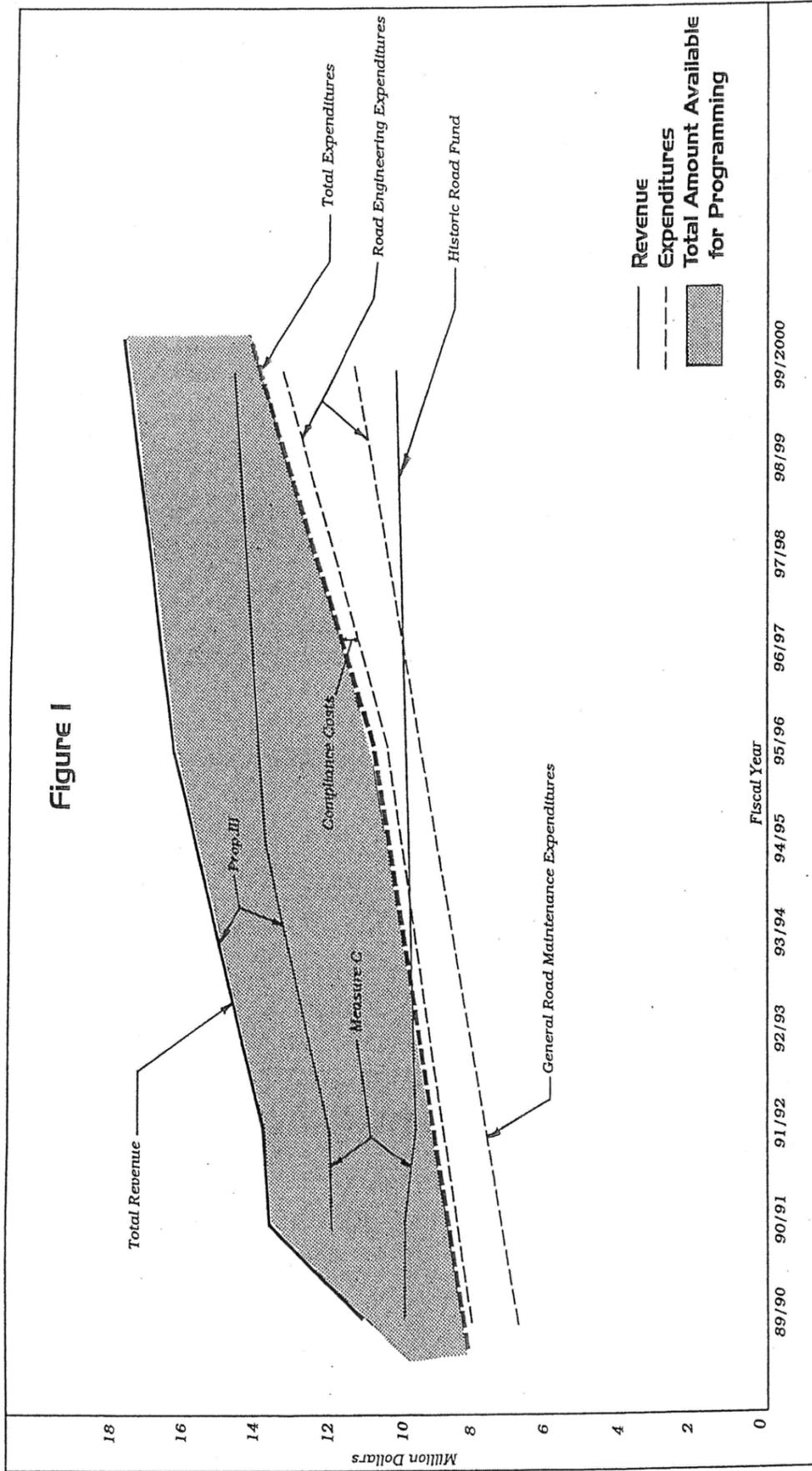
FISCAL YEAR	PAVEMENT MANAGEMENT PROGRAM			SAFETY PROGRAM			CAPITAL PROGRAM			TOTAL	
	Historic Road Funds	Proposition 111	Measure C	TOTAL	Historic Road Funds	Proposition 111	TOTAL	Historic Road Funds	Proposition 111		TOTAL
89/90	1200	---	1350	2,550	300	---	300	260	---	260	3,110
90/91	911	1400	1357	3,668	300	200	500	260	400	660	4,828
91/92	181	1750	1278	3,209	226	250	476	226	500	726	4,411
92/93	---	2100	1489	3,589	138	300	438	138	600	738	4,765
93/94	---	2450	1496	3,946	---	350	350	---	700	700	4,996
94/95	---	2800	1237	4,037	---	400	400	---	800	800	5,237
95/96	---	2828	966	3,794	---	404	404	---	808	808	5,006
96/97	---	2856	681	3,537	---	408	408	---	816	816	4,761
97/98	---	2884	384	3,268	---	412	412	---	824	824	4,504
98/99	---	2912	73	2,985	---	416	416	---	832	832	4,233
99/2000	---	2690	---	2,690	---	420	420	---	840	840	3,950

**NOTE:**

All figures in \$1000  
 The amount of Proposition 111 revenues available for programming is shown apportioned 70% to the pavement management program, 10% to the safety improvements program, and 20% to the capital program. To show the impact of Proposition 111 funds, all expenditures shown in Table I are deducted from the Historic Road Funds and from Measure C. Compliance costs are deducted from Measure C only.

RMA:c:ifp  
 c:tablell.110  
 November 5, 1991

Figure I



**Appendix C: Board Order Approving the 2018 Capital Road  
Improvement and Preservation Program and  
the month 2018 TWIC Report**



(This page is intentionally left blank until the Board of Supervisors approves the 2018 CRIPP)



**Appendix D: Area of Benefit Maps and Project Lists**



## **HOW DOES THE AREA OF BENEFIT PROGRAM FIT INTO THE CRIPP?**

As explained in the CRIPP Introduction and Background section, the CRIPP is a planning document for known potential projects in the next 7 years.

The Area of Benefit Program (AOB) is just one potential funding source for County road projects. Some of these road improvement projects are funded by AOB revenues, provided those projects are on the approved AOB project list.

Projects on the AOB project lists will appear in either the active project list or underfunded list. Some of the projects on the AOB project lists fall outside of the seven-year, active-project, planning window, but are included in the underfunded CRIPP project lists.

Each AOB project list was approved with each respective AOB ordinance. In order to update an AOB project list, a separate update process will need to occur. Projects within each AOB program may be removed or added when each AOB ordinance is updated and adopted by the Board of Supervisors. The update of a CRIPP is not the process in which the County updates an AOB.

For reference, the following information for each adopted Area of Benefit is included:

- Ordinance number
- Approved/Proposed Project List
- Boundary for the Area of Benefit

The AOB program consists of 15 separate areas. At any given time, several of these areas may be in the process of a program update. These updates may include revisions to the AOB project list; thus, a draft of a pending project list may be included in this section of the CRIPP but are yet to be approved by the Board of Supervisors.

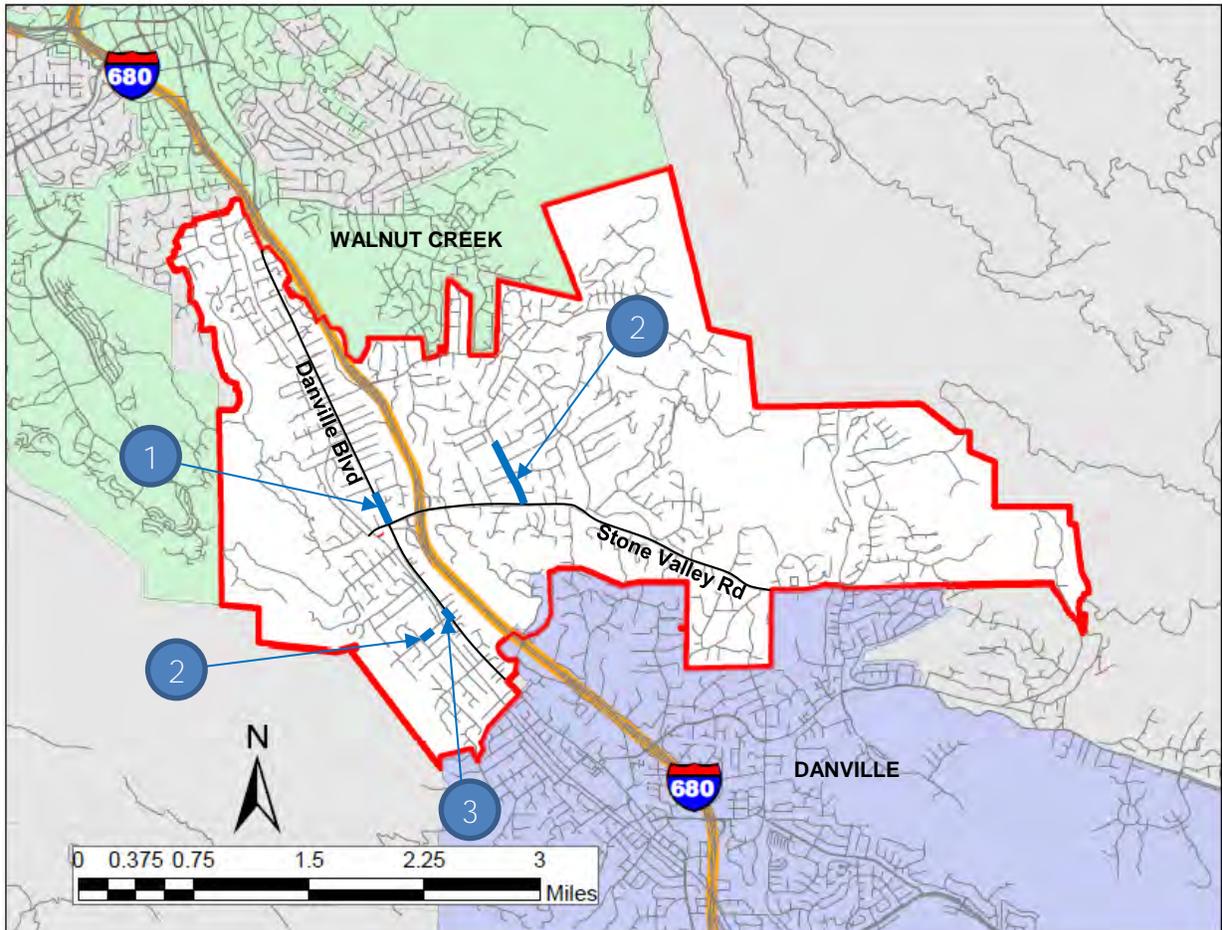
For more information about the Areas of Benefit, contact the AOB manager at (925) 313-2000 or visit the AOB website, <http://www.cccounty.us/AOB>.

**Alamo Regional Area of Benefit**  
**Project List Schedule**  
 Current Ordinance 2016-25

Item	Location	Description	Project Status
1	Danville Boulevard/Orchard Court Complete Streets Improvements	Construct roundabout and complete streets features	Incomplete
2	Alamo Schools	Construct pedestrian safety improvements at Stone Valley Middle School, Alamo Elementary School, and Rancho Romero Schools. 1) Hemme Avenue Sidewalk (between Rancho Romero Elem. and La Sonoma Way) 2) Miranda Avenue Natural Pathway (betw. Stone Valley Middle and Stone Valley Road) 3) Livorna Road Sidewalk Improvements – (Completed)	Incomplete
3	Danville Boulevard at Hemme Avenue	Intersection Safety improvements.	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Alamo Area of Benefit Boundary**

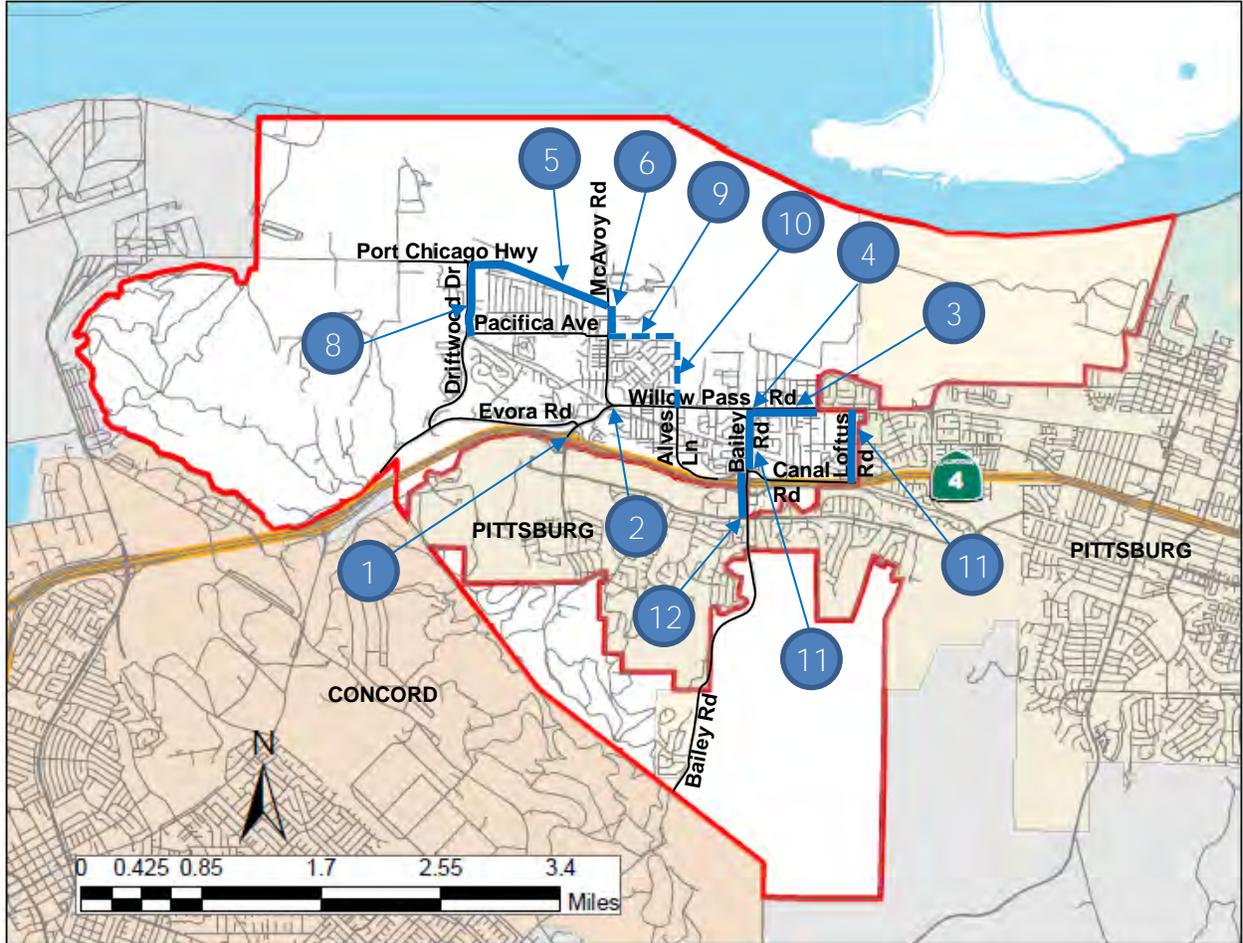


**Bay Point Area of Benefit  
Project List Schedule  
Current Ordinance 2016-18**

<b>Item</b>	<b>Location (Nexus Id)</b>	<b>Description</b>	<b>Project Status</b>
1	Willow Pass Road (1.1)	Signalize EB and WB off-ramps at west interchange of SR4	Incomplete
2	Willow Pass Road (1.2)	Intersection improvements at Willow Pass Road and Evora Road to facilitate traffic flow to WB SR 4.	Incomplete
3	Willow Pass Road (2.1)	Restriping from Bailey Road to Pittsburg City Limits to improve capacity.	Incomplete
4	Willow Pass Road (2.2)	Bailey Road intersection improvements.	Incomplete
5	Port Chicago Highway (3.1)	Widen to accommodate bicycle and pedestrian improvements from Driftwood Drive to west of McAvoy Road.	Incomplete
6	Port Chicago Highway (3.2)	Realign from west of McAvoy Road to Pacifica Avenue.	Incomplete
7	Port Chicago Highway & Willow Pass Rd Intersection (4)	Construct multi-modal safety improvements through intersection from Lynbrook Drive to Weldon Street.	Complete
8	Driftwood Drive (5)	Construct pedestrian and bicycle safety improvements from Port Chicago Highway to Pacifica Avenue.	Incomplete
9	Pacifica Avenue (6)	Extend roadway from Port Chicago Highway to Alves Lane extension.	Incomplete
10	Alves Lane (7)	Extend roadway from Willow Pass Road to Pacifica Avenue extension.	Incomplete
11	Loftus Road (8)	Construct bicycle and pedestrian safety improvements from Canal Road to Willow Pass Road.	Incomplete
11	Bailey Road (9)	Bicycle and pedestrian improvements from Willow Pass Road to Canal Road.	In Design Phase
12	Bailey Road (10)	Bicycle and pedestrian improvements from Canal Road to BART.	In Design Phase

For more AOB information, visit <http://www.cccounty.us/AOB>

# Bay Point Area of Benefit Boundary

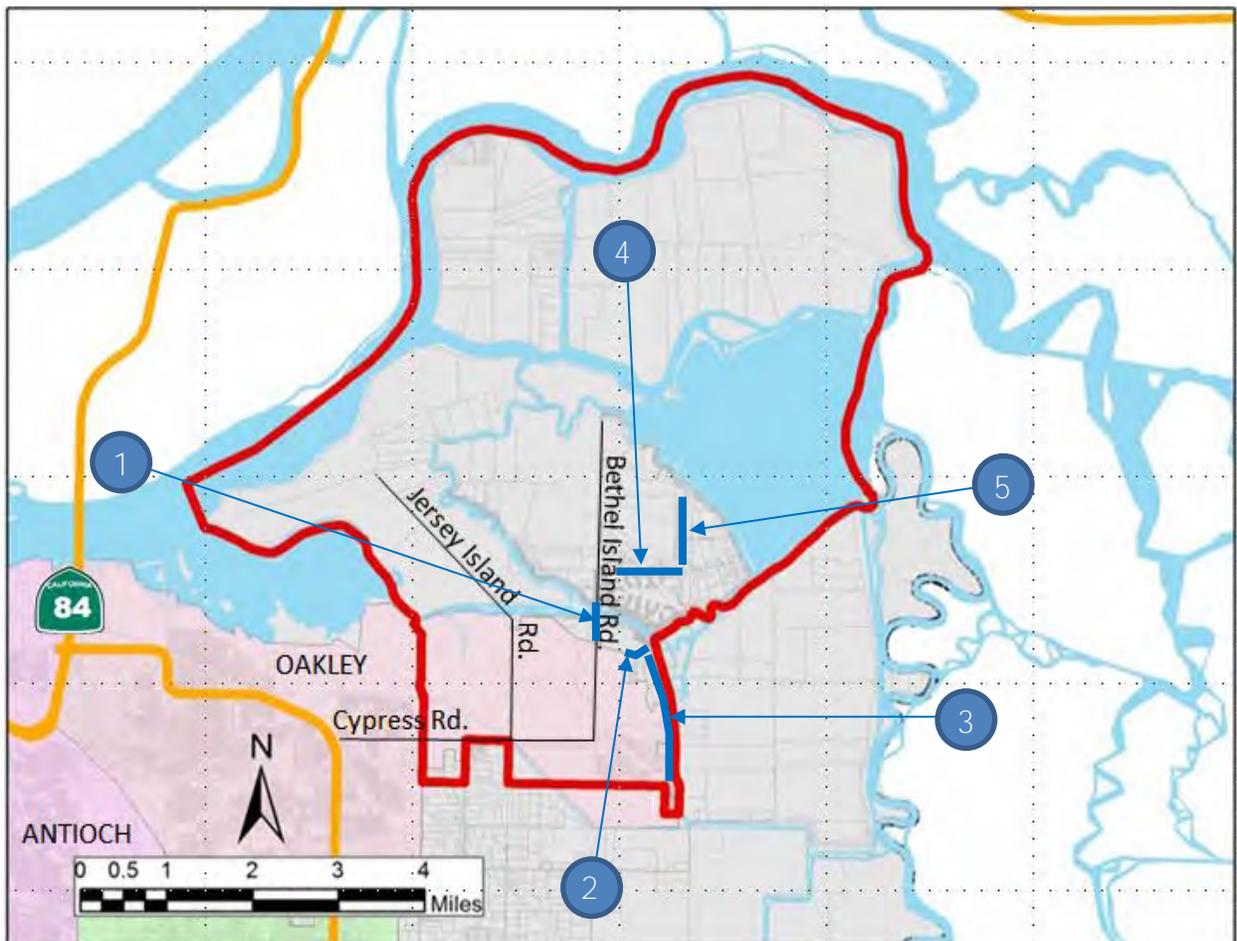


**Bethel Island Area of Benefit**  
**Project List Schedule**  
 Current Ordinance 2016-12

Item	Location	Description	Project Status
1	Bethel Island Road	Add bicycle and pedestrian improvements from Taylor Road to Sandmound Boulevard	Incomplete
2	Sandmound Boulevard	Add bicycle and pedestrian improvements from Oakley City Limits to Mariner Road	Incomplete
3	Sandmound Boulevard	Add bicycle and pedestrian improvements from Mariner Road to Cypress Road.	Incomplete
4	Gateway Road	Add bicycle and pedestrian improvements from Bethel Island Road to Piper Road	Incomplete
5	Piper Road	Add bicycle and pedestrian improvements from Gateway Road to Willow Road	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Bethel Island Area of Benefit Boundary**

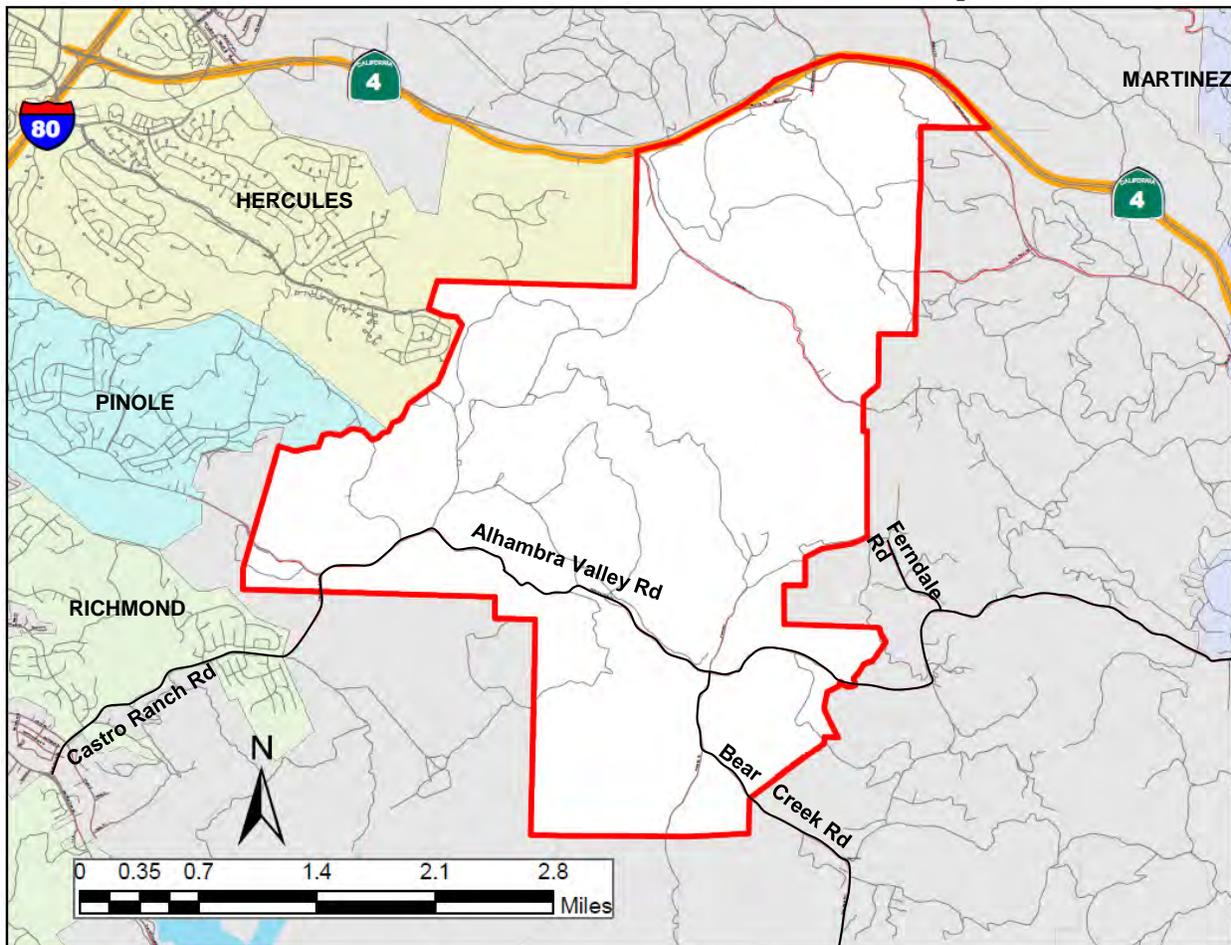


**Briones Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 88-27**

Item	Location	Description	Project Status
1	Alhambra Valley Road	Realign curves at Ferndale Road (mile post 5.6), Main Road (mile post 6.2), and 4000 feet northwest of Bear Creek road (mile post 2.9)	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Briones Area of Benefit Boundary**

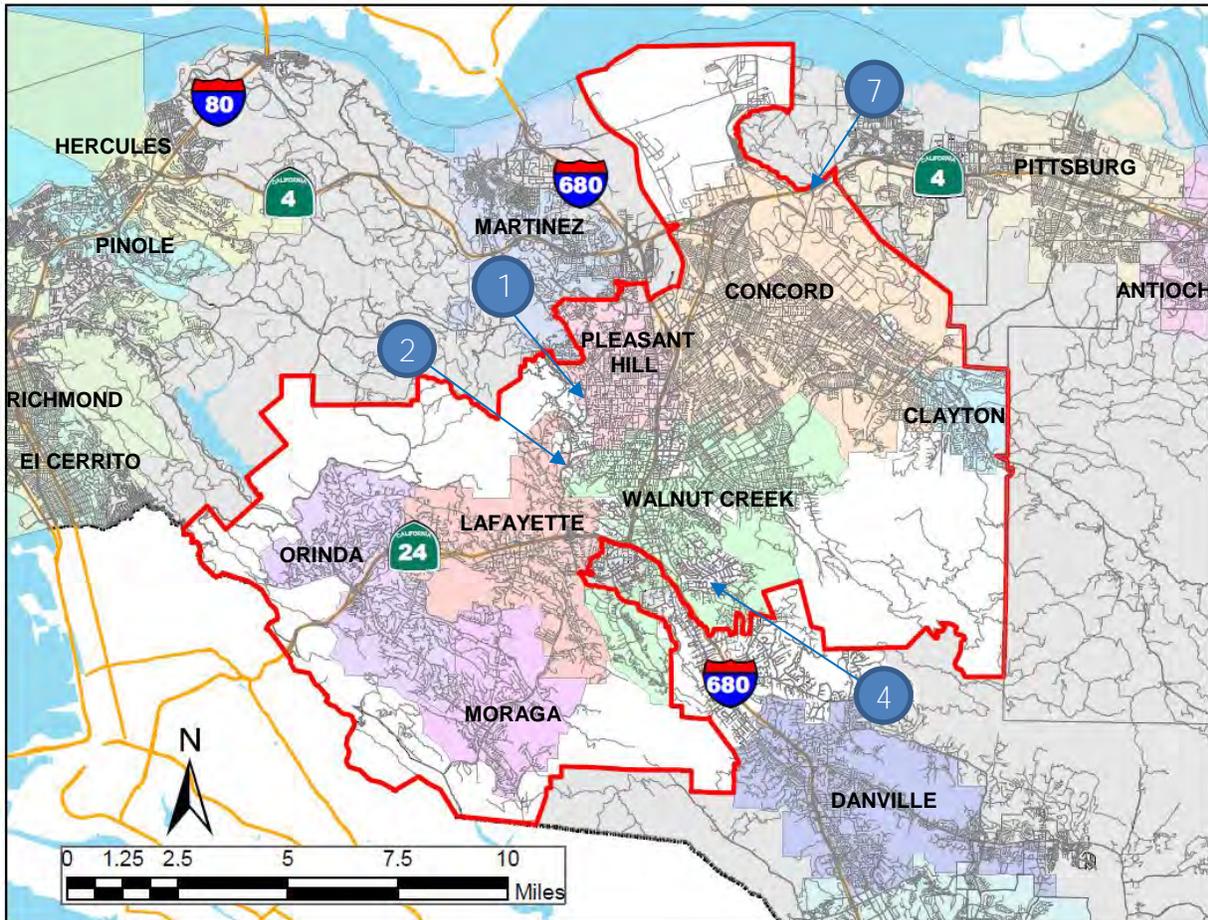


**Central County Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 95-32**

Item	Location	Description	Project Status
1	Taylor Boulevard	Safety and capacity improvements from Pleasant Hill Road to Boyd Road	Incomplete
2	Pleasant Hill Road / Taylor Boulevard	Safety and Capacity improvements to existing intersection	Incomplete
3	Bailey Road	Remove and replace existing bridge. New bridge adequate for standard two-lane arterial	Complete
4	Rudgear Road / San Miguel Drive / Walnut Boulevard / Mountain View Boulevard	Safety Improvements	Incomplete
5	San Pablo Dam Road / Bear Creek Road	Construct Signal (County share)	Complete
6	Paso Nogal / Golf Club Road	Improve intersection	Complete
7	Evora Road Extension	Construct new road from Willow Pass Road (Concord) to Port Chicago Highway	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Central County Area of Benefit Boundary**

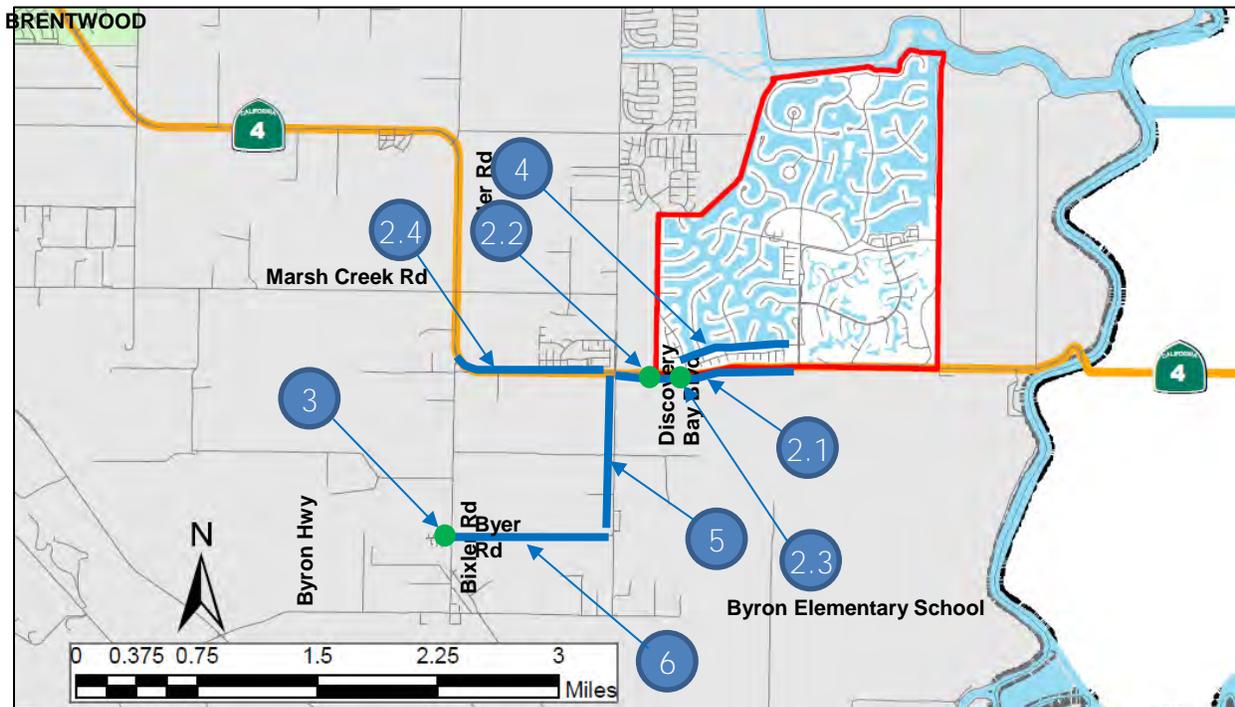


**Discovery Bay Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 2018-16**

Item	Location	Description	Project Status
1	Discovery Bay Boulevard	Construct intersection improvements at Clipper Drive	Incomplete
2.1	State Route 4	Widen and provide pedestrian and bicycle improvements between Bixler Road and Discovery Bay Boulevard	Incomplete
2.2		Rebuild bridge to accommodate four lanes between Bixler Road and Discovery Bay Blvd	Incomplete
2.3		Construct intersection improvements at Newport Drive	Incomplete
2.4		Widen Roadway between Byron Highway and Bixler Road	Incomplete
3	Byron Highway	Construct school safety improvements at the intersection with Byer Road	Incomplete
4	Clipper Drive	Construct traffic calming measures between Newport Drive and Discovery Bay Boulevard	Incomplete
5	Bixler Road	Construct complete Street Improvements between SR-4 and Byer Road	Incomplete
6	Byer Road	Construct complete Street Improvements between Bixler Road and Byron Highway	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Discovery Bay Area of Benefit Boundary**

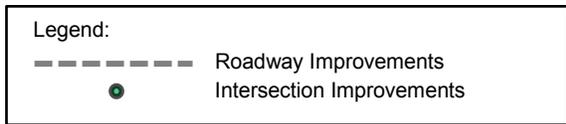
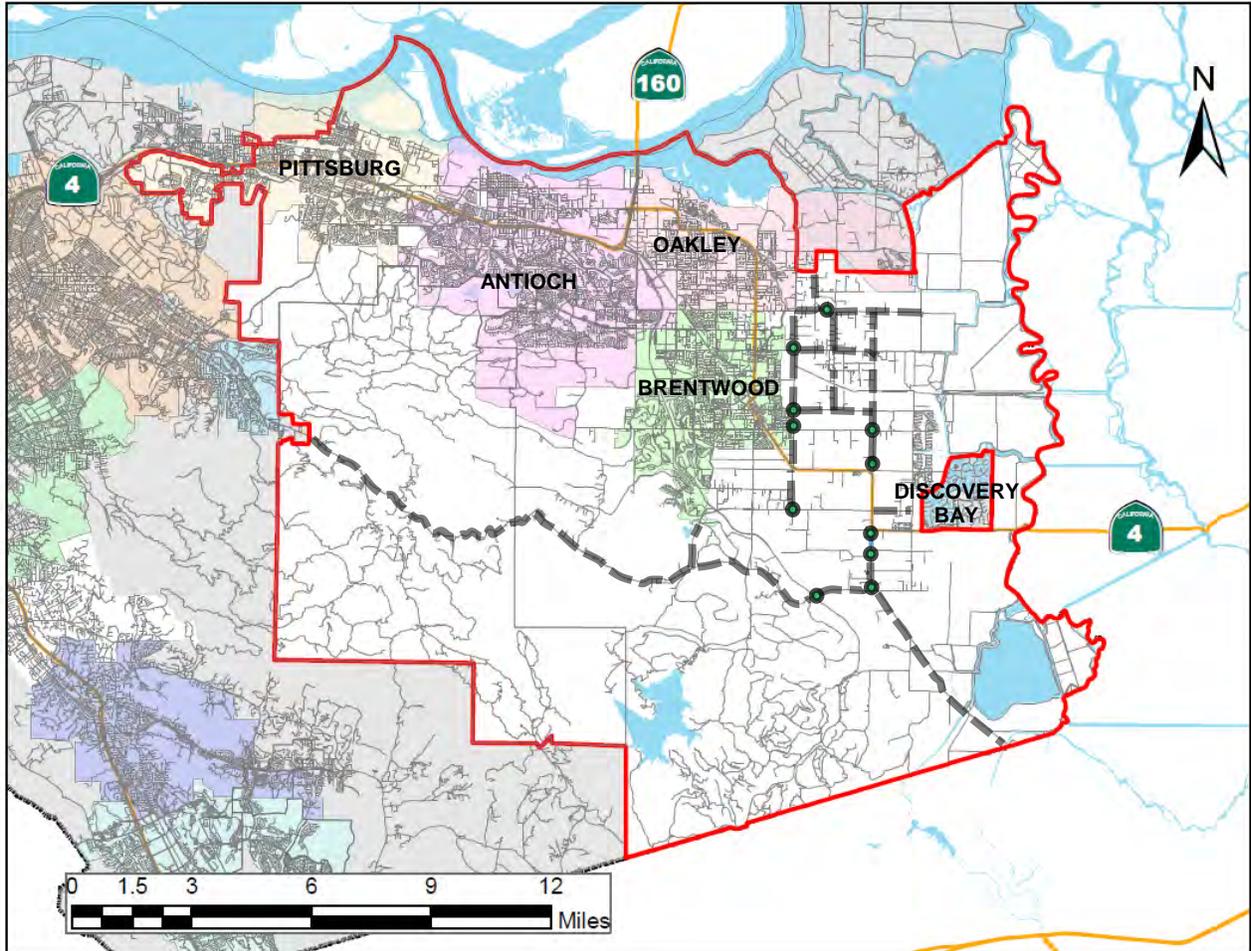


**East County Regional Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 2013-26**

<b>Item</b>	<b>Location</b>	<b>Description</b>	<b>Project Status</b>
1	Vasco Rd/Camino Diablo intersection	Construct intersection improvements.	Incomplete
2	Marsh Creek Rd	Construct safety improvements.	Incomplete
3	Chestnut Street	Widen roadway from Sellers Avenue to Byron Hwy.	Incomplete
4	Delta Road	Widen roadway from Byron Highway to Holland Tract Rd.	Incomplete
5	Knightsen Ave & Eden Plains Rd	Widen roadway from Delta Rd to Chestnut St.	Incomplete
6	Sunset Rd	Widen roadway from Sellers Ave to Byron Hwy.	Incomplete
7	Byron Highway	Widen roadway from Camino Diablo to the Alameda County Line.	Incomplete
8	Byron Highway	Construct two way left turn lane at Byron Elementary School.	Incomplete
9	SR 4/Byron Highway intersection	Widen southern intersection of Byron Highway with SR 4 (Phase 2).	Incomplete
10	Knightsen Avenue	Widen roadway from East Cypress Rd to Delta Rd.	Incomplete
11	Delta Road	Widen roadway from Sellers Ave to Byron Highway.	Incomplete
12	Sellers Avenue	Widen roadway from Delta Rd to Chestnut St.	Incomplete
13	Sellers Avenue	Widen roadway from Main canal to Marsh Creek Rd.	Incomplete
14	Byron Highway	Widen roadway from Delta Rd to Chestnut St.	Incomplete
15	Byron Highway	Widen roadway from Chestnut St to SR 4.	Incomplete
16	Byron Highway	Widen roadway from SR 4 to Camino Diablo.	Incomplete
17	Camino Diablo	Widen roadway from Vasco Rd to Byron Highway.	Incomplete
18	Knightsen Ave/Delta Rd intersection	Construct intersection improvements.	Incomplete
19	Byron Highway/Camino Diablo intersection	Construct intersection improvements.	Incomplete
20	Byron Highway/SR 4 /Point of Timber intersection	Construct intersection improvements.	Incomplete
21	Sellers Ave/Marsh Creek Rd intersection	Construct intersection improvements.	Incomplete
22	Balfour Rd/Byron Highway intersection	Construct intersection improvements.	Incomplete
23	Sellers Ave/Sunset Rd intersection	Construct intersection improvements.	Incomplete
24	Sellers Ave/Chestnut St intersection	Construct intersection improvements.	Incomplete
25	Sellers Ave/Balfour Rd intersection	Construct intersection improvements.	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

# East County Regional Area of Benefit Boundary

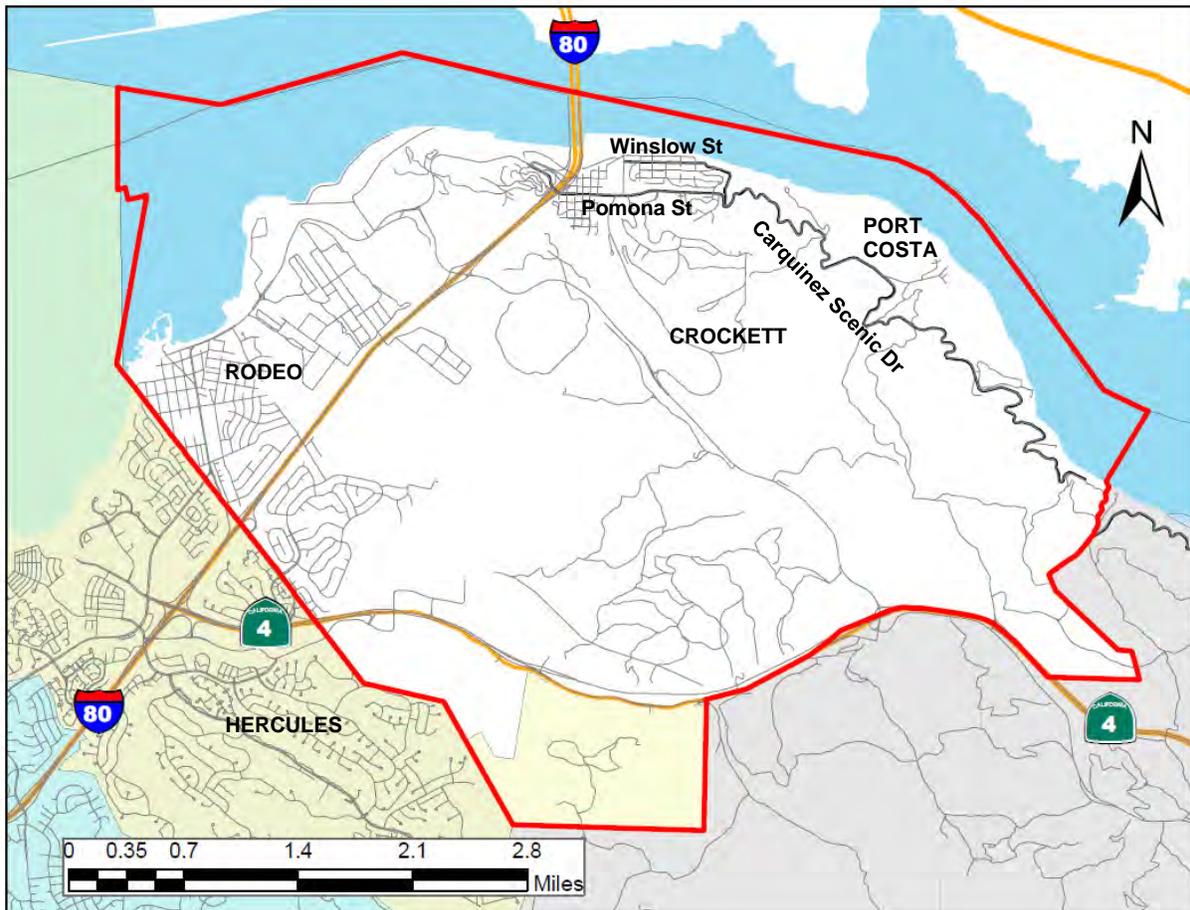


**Hercules / Rodeo / Crockett Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 88-27**

Item	Location	Description	Project Status
1	Pomona Street	Widen to provide shoulder from Crockett Boulevard to 2nd street	Complete
2	Pomona St / Winslow Ave / Carquinez Scenic	Alignment Study	Incomplete
3	Crockett Boulevard	Widen to three lane arterial to provide for truck climbing lane from Pomona Street to Cummings Skyway	Complete
4	San Pablo Ave	Modify signal at Union Oil entrance	Complete
5	Pomona St	Modify signal at 2nd Ave	Complete
6	Parker Ave / San Pablo Avenue / Willow Intersection	Modify intersection and install signal	Complete
7	Parker / Fourth	Modify intersection and install signal	Complete
8	Willow / Hawthorne	Modify intersection and install signal	Complete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Hercules / Rodeo / Crockett Area of Benefit Boundary**

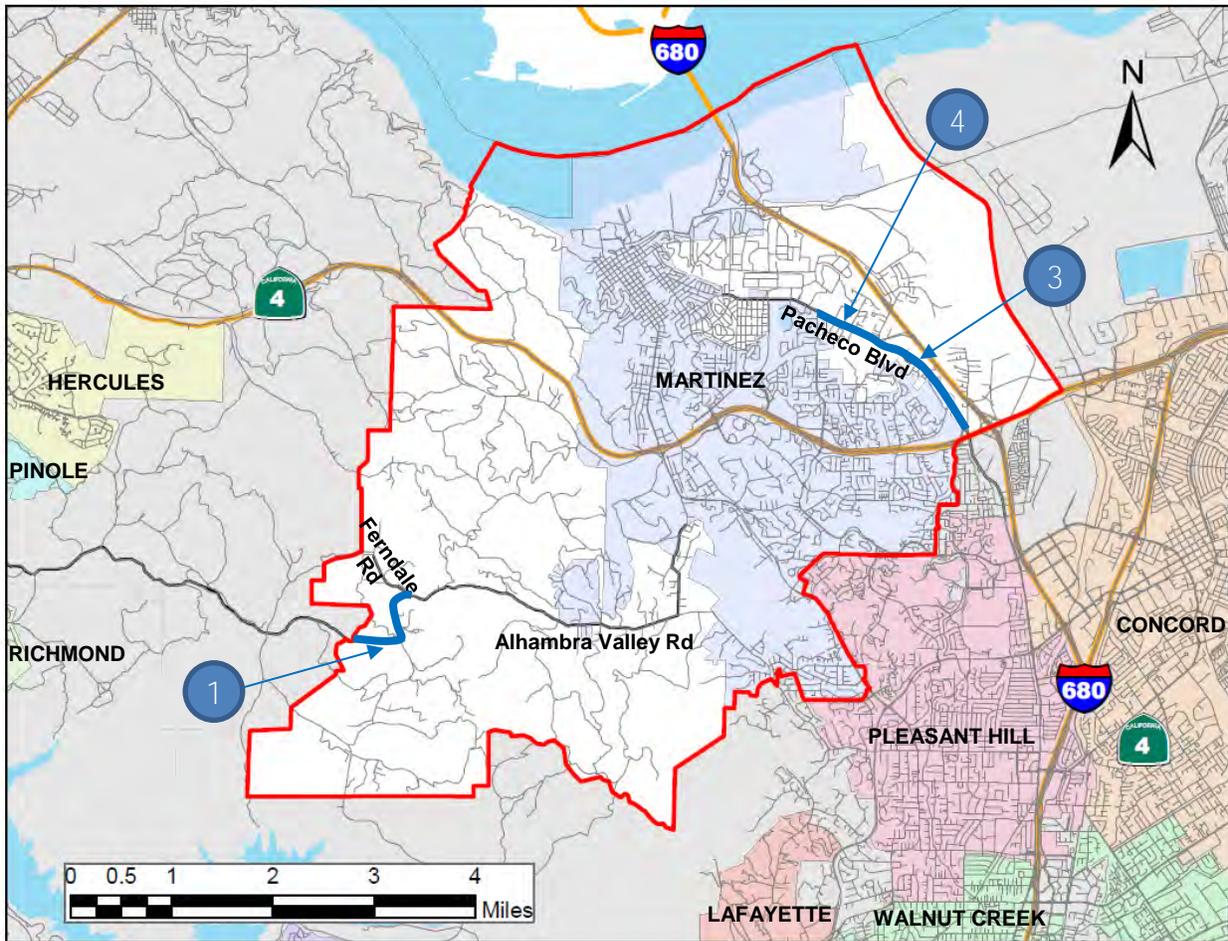


**Martinez Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 95-38**

Item	Location	Description	Project Status
1	Alhambra Valley Road	Safety and capacity improvements from Martinez City Limits to Ferndale Road	Incomplete
2	Alhambra Valley Road	Realign curves at Ferndale Road	Complete
3	Pacheco Boulevard	Realign grade crossing with AT&SF	Incomplete
4	Pacheco Boulevard	Widen arterial standard	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**Martinez Area of Benefit Boundary**

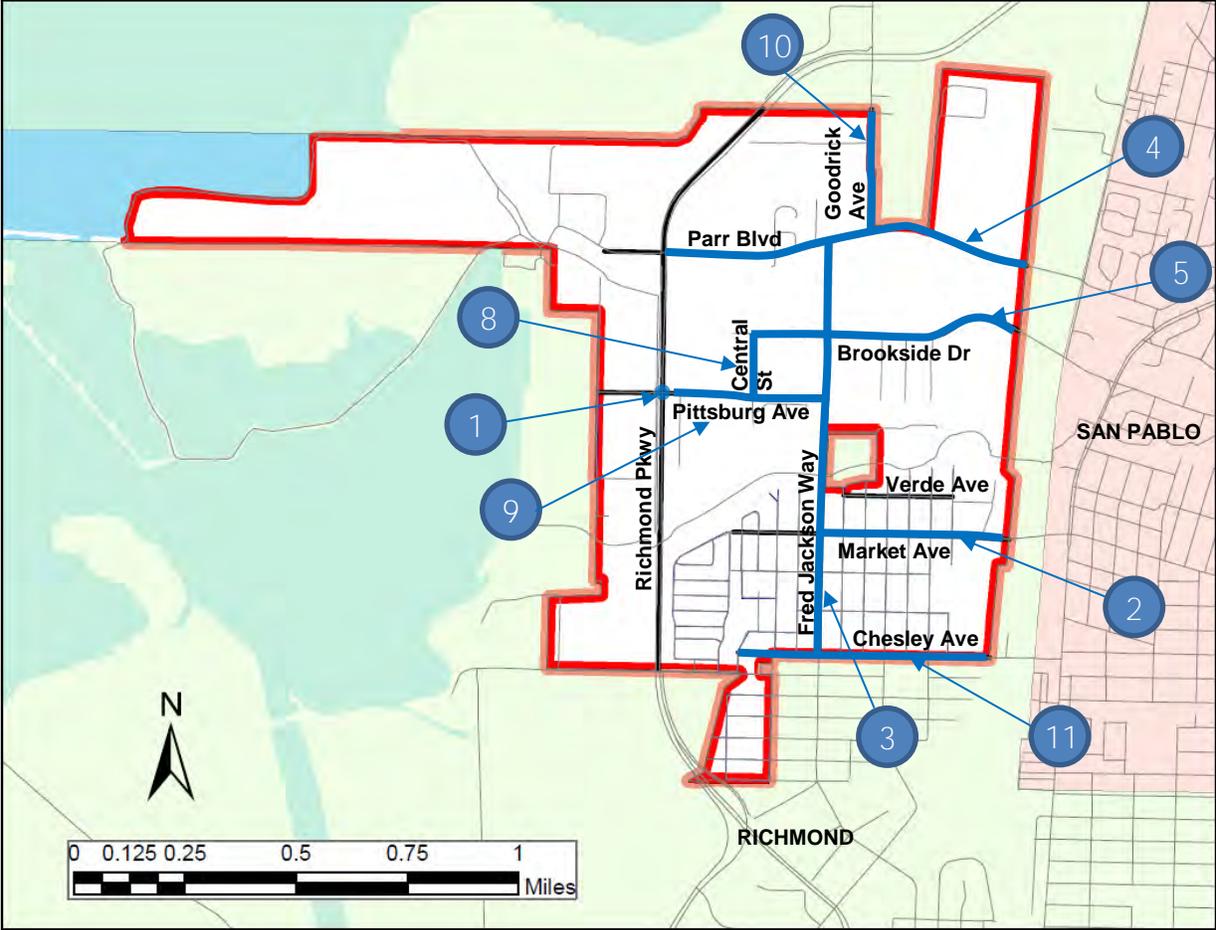


**North Richmond Area of Benefit  
Project List Schedule  
Current Ordinance 2017-22**

<b>Item</b>	<b>Location</b>	<b>Description</b>	<b>Project Status</b>
1	Pittsburg Avenue at Richmond Parkway Intersection Improvements	Improve intersection operations which may include modification to traffic signal, additional turn lanes, or other safety improvements	Incomplete
2	Market Avenue Complete Streets Project between Fred Jackson Way and easterly AOB boundary	Improvements to include pedestrian infrastructure and traffic/truck calming measures to create a pedestrian friendly environment conducive to all travel modes.	Incomplete
3	Fred Jackson Way Complete Streets Project	Improvements to include pedestrian and bicycle infrastructure and traffic/truck calming measures between Chesley Avenue and Parr Boulevard.	Incomplete
4	Parr Boulevard Complete Streets Project	Improvements to include pedestrian and bicycle infrastructure between Richmond Parkway and AT&SF railroad tracks.	Incomplete
5	Brookside Drive Complete Streets Project	Improvements to include pedestrian and bicycle infrastructure between Central Street and AT&SF railroad tracks.	Incomplete
6	Truck route between Verde Avenue and Parr Boulevard	Determine a bypass route for trucks to minimize truck traffic through the residential area.	Incomplete
7	Circulation and safety improvements for Verde Elementary School	Improve circulation and safety to Verde Elementary School including a potential secondary access.	Incomplete
8	Safety improvements on Central Street, between Brookside Drive and Pittsburgh Avenue	Provide safety improvements to provide a roadway that meets County standards and provides for bicycle and pedestrian safety.	Incomplete
9	Pittsburgh Avenue Complete Streets Project	Improvements to include pedestrian and bicycle infrastructure between Richmond Parkway and Fred Jackson Way.	Incomplete
10	Safety improvements on Goodrick Avenue, between Parr Boulevard and AOB Boundary (550' South of Richmond Parkway)	Provide safety improvements to provide a roadway that meets County standards and provides for bicycle and pedestrian safety.	Incomplete
11	Chesley Avenue Traffic Calming Measures	Install traffic calming measures on Chesley Avenue to create a pedestrian friendly environment.	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

# North Richmond Area of Benefit Boundary



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### Pacheco (West Concord) Area of Benefit

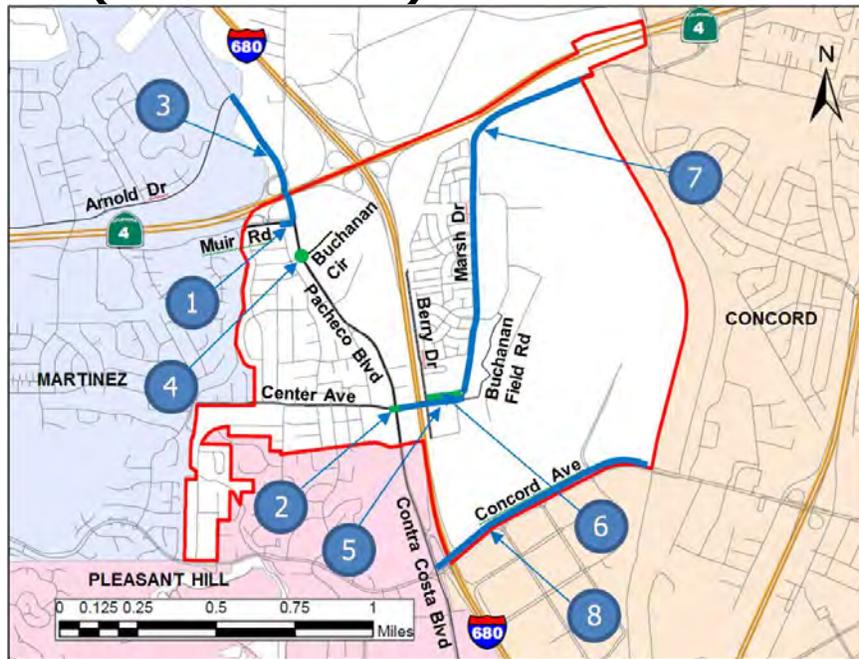
#### Proposed Project List Schedule

Pending Pacheco AOB update expected in 2018.

Item	Location	Description	Project Status
1	Pacheco Boulevard and Muir Road	Construct 2 <sup>nd</sup> right turn lane and reconstruct/relocate bike pedestrian and traffic signal improvements	Incomplete
2	Pacheco Boulevard and Center Avenue	Improve traffic circulation improvements at the intersection of Pacheco Boulevard and Center Avenue	Incomplete
3	Pacheco Boulevard from Arnold Drive to Muir Road	Construct bike lanes from Arnold Drive to Muir Road	Incomplete
4	Pacheco Boulevard and Carolos Drive/N. Buchanan Circle	Construct traffic signal at intersection of Pacheco Boulevard and Carolos Drive/N. Buchanan Circle	Incomplete
5	Center Avenue from Pacheco Boulevard to Buchanan Field Road	Construct bike lanes on Center Avenue from Pacheco Boulevard to Buchanan Field Road	Incomplete
6	Center Avenue from Berry Drive to Marsh Drive	Construct sidewalk on Center Avenue from Berry Drive to Marsh Drive	Incomplete
7	Marsh Drive from Center Avenue to the bridge near the Iron Horse Regional Trail	Construct shoulders and bike lanes along Marsh Drive from Center Avenue to Iron Horse Trail	Incomplete
8	Concord Avenue from Contra Costa Boulevard to the Iron Horse Regional Trail	Construct a shared-use path along Concord Avenue starting near Contra Costa Boulevard to the Iron Horse Regional Trail	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

### Pacheco (West Concord) Area of Benefit Boundary

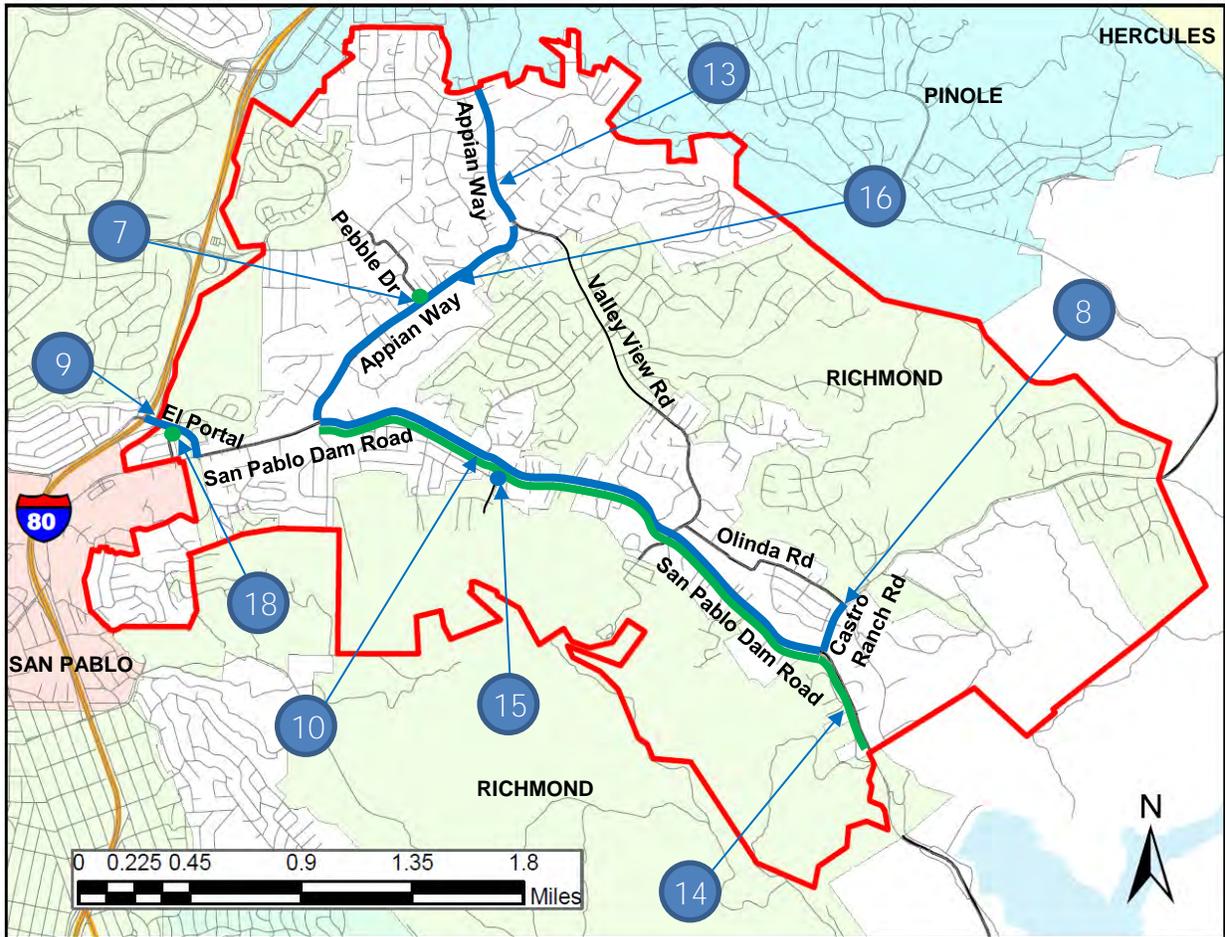


**Richmond / El Sobrante Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 91-27**

<b>Item</b>	<b>Location</b>	<b>Description</b>	<b>Project Status</b>
1	San Pablo Dam Road	Construct signal at Castro Ranch Rd	Complete
2	Appian Triangle	Construct new intersection	Complete
3	San Pablo Dam Road	Dual left turn lanes at Appian Way	Complete
4	Appian Way	Construct signal at Manor Rd	Complete
5	San Pablo Dam Road	Construct signal at Milton Drive	Complete
6	Valley View Rd.	Construct signal at May Rd	Complete
7	Appian Way	Construct signal at Pebble Drive	Incomplete
8	Castro Ranch Road	Widen from San Pablo Dam Rd to Olinda Rd	Incomplete
9	El Portal	Widen from I-80 to San Pablo Dam Rd	Incomplete
10	San Pablo Dam Road	Construct middle turn lane from Appian Way to Castro Ranch Rd	Incomplete
11	Appian Way	Construct signal at Allview Ave	Complete
12	San Pablo Dam Road	Construct signal at Clark Rd	Complete
13	Appian Way	Construct ultimate improvements from Valley View Rd to Pinole	Incomplete
14	San Pablo Dam Rd.	Construct improvements from Richmond to Appian Way	Incomplete
15	San Pablo Dam Rd.	Construct signal at Greenridge Drive	Incomplete
16	Appian Way	Construct ultimate improvements from Valley View Rd. to San Pablo Dam Rd	Incomplete
17	Appian Way	Construct signal at La Paloma Rd	Complete
18	El Portal	Construct signal at Barranca	Incomplete

**For more AOB information, visit <http://www.cccounty.us/AOB>**

# Richmond / El Sobrante Area of Benefit Boundary

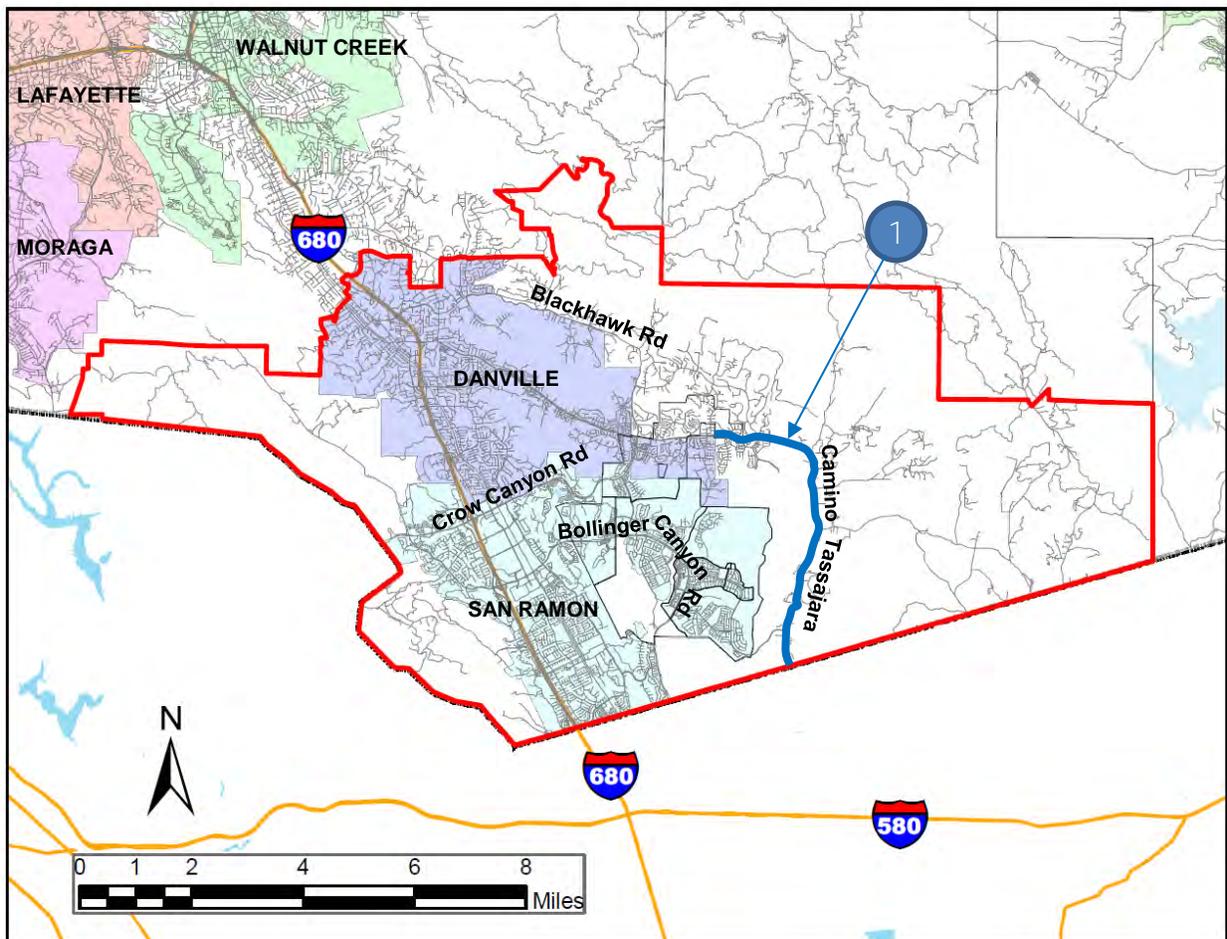


**South County Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 96-27**

Item	Location	Description	Project Status
1	Camino Tassajara	Improve County portion to two lane rural highway standard	Incomplete
2	Crow Canyon Road	Various safety and capacity improvements, including a truck climbing lane (Crow Canyon Incorporated into the City of San Ramon)	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**South County Area of Benefit Boundary**

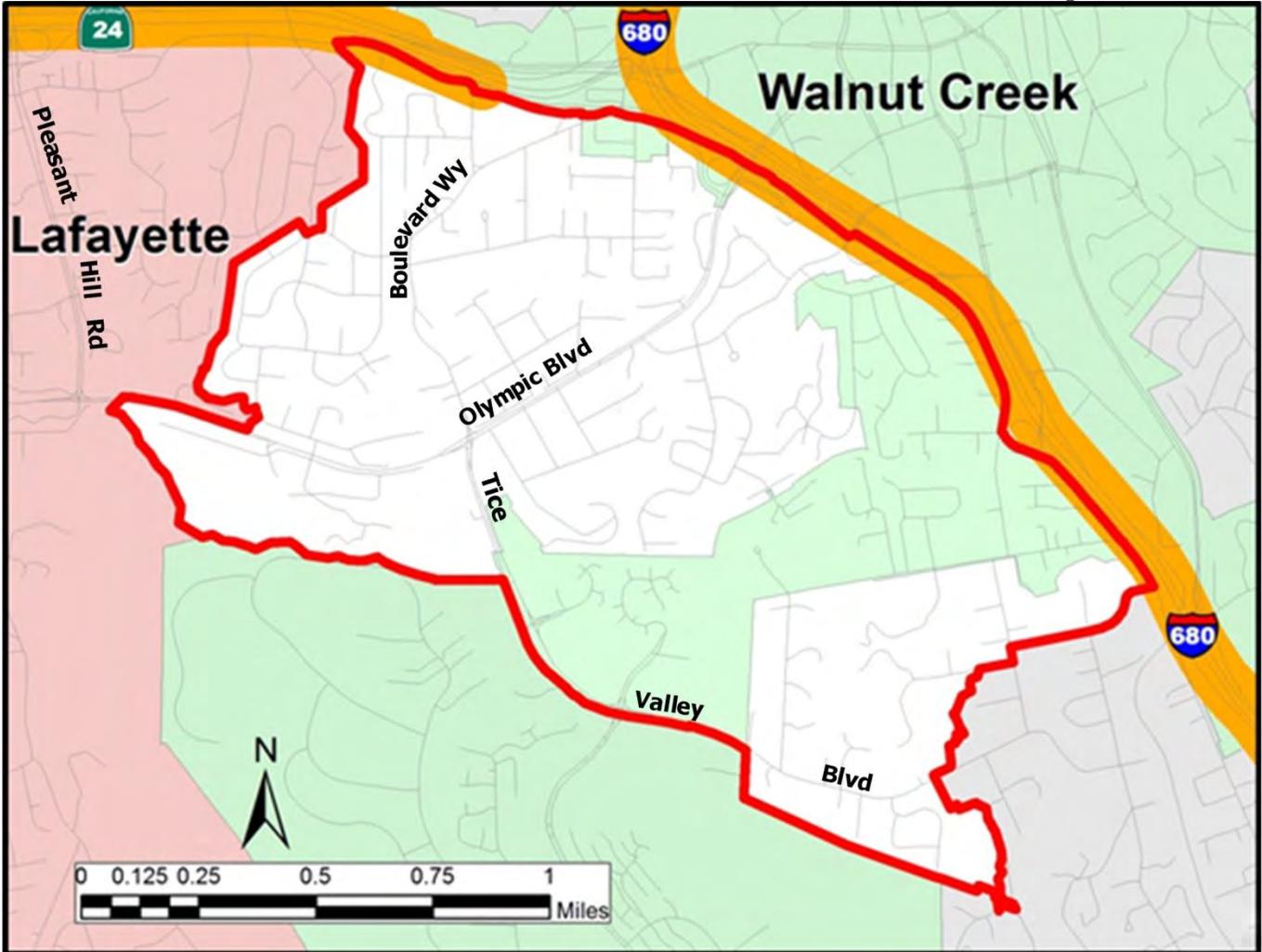


**South Walnut Creek Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 94-72**

Item	Location	Description	Project Status
1	Olympic Boulevard	Widen from Tice Valley Boulevard to I - 680	Complete

For more AOB information, visit <http://www.cccounty.us/AOB>

**South Walnut Creek Area of Benefit Boundary**

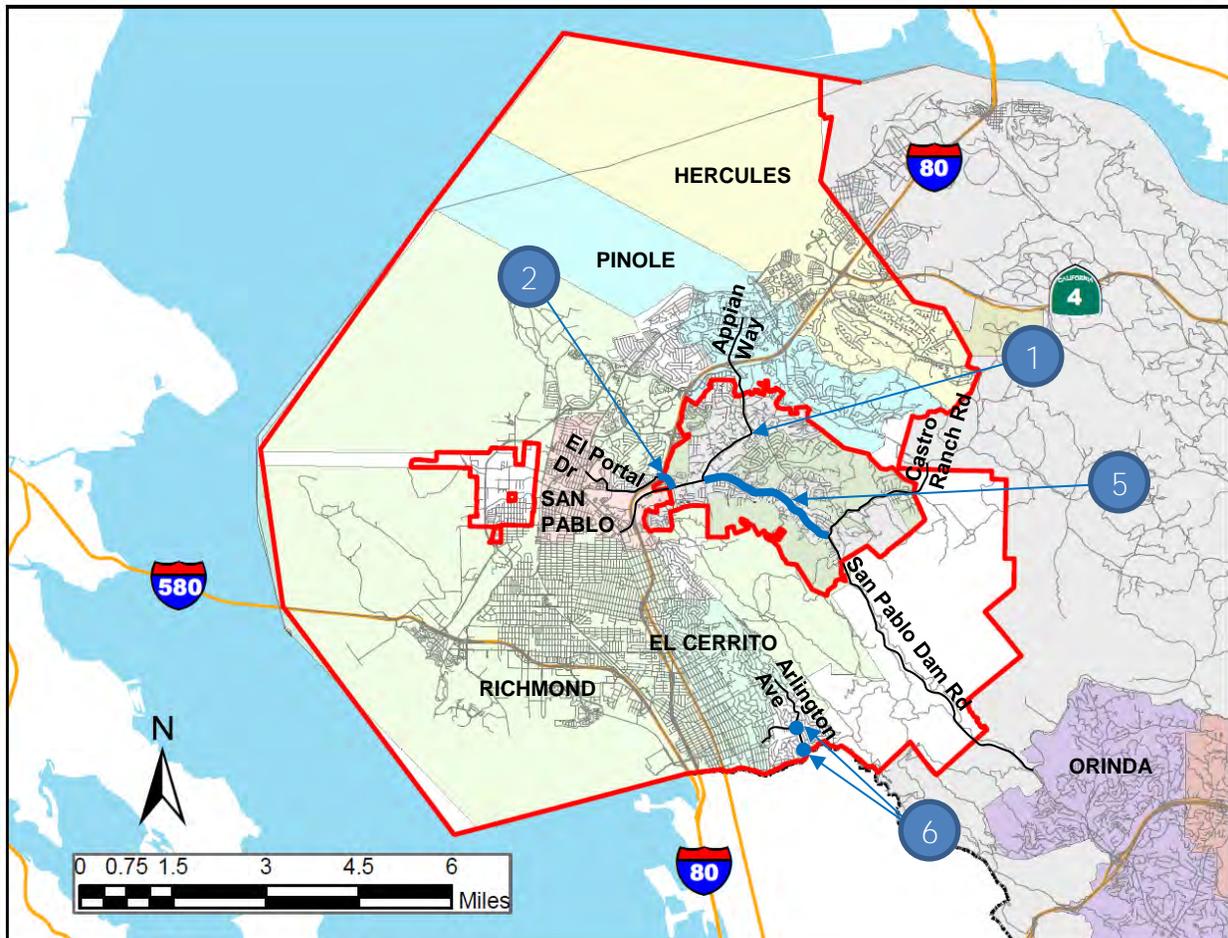


**West County Area of Benefit**  
**Project List Schedule**  
**Current Ordinance 95-37**

Item	Location	Description	Project Status
1	Appian Triangle	Widen to 4-lane arterial standard	Incomplete
2	El Portal Drive	Widen to 4-lane arterial standard from San Pablo Dam Road to I-80	Incomplete
3	Milton Drive at San Pablo Dam Rd	Construct Signal	Complete
4	San Pablo Dam Road at Appian Way	Modify intersection to dual left turn onto Appian Way	Complete
5	San Pablo Dam Road	Construct fifth lane from Appian Way to Castro Ranch Road	Incomplete
6	Arlington	Improve intersections at Amherst and Sunset and install signals	Incomplete

For more AOB information, visit <http://www.cccounty.us/AOB>

**West County Area of Benefit Boundary**



**Appendix E: Road Maintenance and  
Rehabilitation Account Information**





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: April 24, 2018

Subject: Fiscal Year 2018/2019 Road Maintenance and Rehabilitation Account Project List for Unincorporated Contra Costa County

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/154 approving a list of projects for FY 2018/19 funded by Senate Bill 1(SB1): The Road Repair and Accountability Act of 2017, Road Maintenance and Rehabilitation Account (RMRA) funds, and DIRECT staff to submit the list to the California Transportation Commission, as recommended by the Transportation, Water and Infrastructure Committee (TWIC).

**FISCAL IMPACT:**

100% allocation to the Road Fund from Road Maintenance and Rehabilitation Account (RMRA) program under Senate Bill 1 (SB1) in the amount of \$13.8 million.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: 04/24/2018  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: April 24, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Jerry Fahy,  
925.313.2276

BACKGROUND:

On April 28, 2017, the Governor signed SB1, which is known as the Road Repair and Accountability Act of 2017. SB1 creates the RMRA, which provides much needed transportation funding for California to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway and local streets and road system.

SB1 includes new performance and reporting requirements in order to be eligible for the RMRA funds. The TWIC reviewed the project list for Fiscal Year 2018/2019 on April 9.

SB1 Funds were available to cities and counties starting in Fiscal Year 2017/2018. The California State Association of Counties has provided the estimated revenues the County can expect that will be generated from this transportation bill. The first year of the program was a partial year and the County expects to receive about \$4.9 million from the RMRA program under SB1. We expect the RMRA amount to increase to \$13.8 million for Fiscal Year 2018/2019 and steadily grow with the built-in inflationary index in future years.

SB1 emphasizes the importance of accountability and transparency in the delivery of California's transportation programs. Therefore, in order to be eligible for RMRA funding, state statute requires cities and counties to provide basic RMRA project reporting to the California Transportation Commission (CTC).

Prior to receiving an apportionment of RMRA funds from the State Controller in a fiscal year, a city or county must submit to the CTC a list of projects proposed to be funded with these funds. All projects proposed to receive funding must be reviewed and approved by the applicable city council or county board of supervisors at a regular public meeting.

The list of projects must include a description and location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement. The project list does not limit the flexibility of an eligible city or county to fund projects in accordance with local needs and priorities so long as the projects are consistent with RMRA priorities as outlined in the applicable code sections. Some example projects and uses for RMRA funding include, but are not limited to the following:

- Road Maintenance and Rehabilitation
- Safety Projects
- Railroad Grade Separations
- Complete Streets Components (including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and stormwater capture projects in conjunction with any other allowable project)
- Traffic Control Devices

Streets and Highways Code Section 2030(b)(2) states that funds made available by the program may also be used to satisfy a match requirement in order to obtain state or federal funds for projects authorized by this subdivision.

Staff has developed a recommended list of projects for the Transportation Water and Infrastructure Committee and the Board of Supervisors to consider for submitting to the Commission.

When developing the recommended project list for RMRA funds, staff considered:

- Eligibility criteria for RMRA funds

- Emergency storm damage projects that exceeded existing road fund revenue capacity
- Maintenance and rehabilitation priorities
- Roadway safety
- Expiring grants where local funds are necessary to complete the funding package
- Geographic equity
- Projects where expenditures had already occurred for design of the project and had been shelved due to declining gas tax revenues
- Multi-modal benefits in accordance with the Board of Supervisor's Complete Streets policy
- Positive impact to Road Program performance metrics
- Clearing the queue of delayed projects that were a result of declining gas tax revenues
- Meeting customer expectations

It should be noted that this project list is a small subset of the proposed project delivery list that is outlined in the adopted Capital Road Improvement and Preservation Program document and only focuses on how the RMRA funds will be expended as required by the Commission.

## **PROPOSED PROJECTS (Total RMRA = \$13.8M)**

### **Proposed Project No. 1: Road Drainage Maintenance (RMRA = \$1.1 M)- Countywide**

- Ditch Cleaning – This routine maintenance item is to perform drainage ditch cleaning to remove debris and vegetation which may obstruct the passage of stormwater and cause local flooding. (RMRA = \$200k) County Project No.: 0672-6U2303
- Clean Catch Basin – This routine maintenance item is to perform cleaning of sediment and prevent obstructions of catch basins (drainage inlets) and related pipe systems. The county has over twenty thousand catch basins throughout the unincorporated portions of the County. (RMRA = \$600k) County Project No.: 0672-6U2308
- Inspect Catch Basin – This routine maintenance item is to perform inspections of catch basins and associated systems. This includes a visual inspection of the drainage inlet and any clean water inserts. Follow-up video inspections may be required for deeper inlets and/or suspected structural issue concerning the inlets. (RMRA = \$300k) County Project No.: 0672-6U2308

### **Proposed Project No.2: Traffic Safety Devices Maintenance (RMRA = \$800k) - Countywide**

- Traffic Signing – This routine maintenance item is to perform sign repair, replacement, and installation along the unincorporated County roadways. (RMRA = \$300k) County Project No.: 0672-6U2504
- Traffic Striping – This routine maintenance item is to perform new painting, routine painting and replacement of pavement striping along the unincorporated County roadways to enhance public safety. (RMRA = \$500k) County Project No.: 0672-6U2504

### **Proposed Project No. 3: Pavement Repairs and Preparation (RMRA = \$5.0M)- Countywide**

- Pot Hole Patching – This routine maintenance item is to perform spot pavement repairs of pot holes along the unincorporated County roadways to eliminate surface hazards. (RMRA = \$700k) County

Project No.: 0672-6U2101

- Pavement Fabric Patching – This routine maintenance item is to perform pavement fabric patching along the unincorporated County roadways to correct minor pavement defects and prevent further cracking. The patch will remove an area of existing damaged asphalt and excavate to the roadway fabric portion. The roadway base will be compacted and leveled to support the new fabric layer and asphalt layer. (RMRA = \$500k) County Project No.: 0672-6U2102
- Pavement Failure Repair - Backhoe – This routine maintenance item is to conduct pavement failure repair along the unincorporated County roadways. This task requires the removal of a larger area of cracked or damaged pavement with a backhoe. The roadway base will be compacted and overlaid with new asphalt. (RMRA = \$600k) County Project No.: 0672-6U2103
- Pull Box Paving – This is a roadway paving operation to place asphalt on localized roadway depressions to provide a smooth riding surface for the motorized public along the unincorporated County roadways. (RMRA = \$625k) County Project No.: 0672-6U2104
- Hand Patching – This is similar to pot hole patching to conduct spot pavement repairs along unincorporated County roadway, but on a smaller scale. (RMRA = \$600k) County Project No.: 0672-6U2105
- Crack Sealing – This pavement preservation task is to seal cracks in the roadway. Cracks are typically filled in to seal the roadway structural section from water penetration. The goal is to prolong the service life of the pavement and/or prepare the roadway surface for an overlay. (RMRA = \$700k) County Project No.: 0672-6U2106
- Leveling – This task is associated with leveling of large settlements, depressions, surface irregularities and recent large pavement repairs. This is to provide a smooth riding surface for the motorized public along unincorporated County roadways. (RMRA = \$500k) County Project No.: 0672-6U2107
- Grinder Follow-up Paving – This task is associated with placing roadway asphalt on localized settlements and pavement repairs. This is conducted as a follow-up to grinding operations to provide a smooth riding surface. (RMRA = \$80k) County Project No.: 0672-6U2107
- Pavement Failure Repair – Grinder – This task is to remove badly cracked or broken pavement. The roadway is then replaced with new asphalt and roadway base rock. This task supports pavement preservation operations and also extends the service life of the roadway pavement. (RMRA = \$600k) County Project No.: 0672-6U2123
- Pavement Grinding – Bobcat – This task is to remove flaws and tripping hazards in the roadway or curb edge through machine grinding. (RMRA = \$90k) County Project No.: 0672-6U2108

#### **Proposed Project No. 4: County-Wide Surface Treatments (RMRA = \$5.3M)**

Countywide:

- Double Chip Seal Project (2018) – This project will apply a double chip seal to various roads as a pavement preservation project in the unincorporated Contra Costa County. Work will also include surface preparation and pavement striping and markings. (RMRA = \$1.30M) County Project No. 0672-6U2162
- Slurry Seal Project (2018) – This project will apply a slurry seal to various roads as a pavement

preservation project in the unincorporated Contra Costa County. Work will also include surface preparation and pavement striping and markings. (RMRA = \$500k) County Project No. 0672-6U2163

- Single Chip Seal Project (2018) – This project will apply a single chip seal to various roads as a pavement preservation project in the unincorporated Contra Costa County. Work will also include surface preparation and pavement striping and markings. (RMRA = \$500k) County Project No. 0672-6U2162

Bay Point Area and Central County:

- Asphalt Rubber Cape Seal Project (2018) - The project will apply an asphalt rubber chip seal covered with a type II slurry seal to various roadways in the Bay Point (76 streets), Martinez (6 streets), Walnut Creek Overlook (24 streets), Parkmead (33 streets) areas and a type II slurry seal on roadways in Bay Point and Clyde areas (18 streets) and the Bella Vista and Clyde Trails. Work will also include surface preparation and pavement striping and markings. (RMRA = \$3M) County Project No. 0672-6U2154

### **Proposed Project No. 5: Pomona Street Pedestrian Safety Improvement Project – Phase II (RMRA = \$175k)- Crockett area**

- The project will improve two pedestrian crossings on Pomona Street near three schools and a community center. At Pomona Street and 3rd Avenue, Pedestrian-Actuated Rectangular Rapid-Flashing Beacons (RRFB) and other pedestrian improvements will be added. At Pomona Street and Rolph Avenue, bulb outs and ramps will be added. County Project No. 0622-6U4090

### **Proposed Project No. 6: Tara Hills Pedestrian Infrastructure Project (RMRA = \$420k)—Tara Hills area**

- The project will construct 20+ ADA compliant curb ramps on the roads surrounding the Tara Hills Elementary School and North Campus Continuation High School. County Project No. 0662-6R4211

### **Proposed Project No. 7: Pedestrian Crossing Enhancements Project – Central & East County (RMRA = \$350k)**

- The project will install ten Rectangular Rapid-Flashing Beacons at uncontrolled crosswalks at seven school sites in Central and East County. County Project No. 0662-6R4112

### **Proposed Project No. 8: Blackhawk Road Bikeway Project (RMRA = \$210k)—Blackhawk/Diablo area**

- The project will stripe a class 2 bike lane for 3.3 miles and class bikeway for 0.3 miles (a portion at each end of the project) and connect to existing class 2 and class 3 bikeways using thermoplastic striping. The bikeway will also use green pavement markings at transition areas. County Project No. 0662-6R4018

### **Proposed Project No. 9: Alhambra Valley Road Embankment Repair (\$450k)—Alhambra Valley area**

- The project will reconstruct the creek embankment and the roadway. The creek embankment that supported Alhambra Valley Road eroded during a severe storm event several years ago. Since then, traffic has been routed to one lane with stop control in both directions. The remainder of Alhambra Valley Road is a rural two-lane roadway winding through the hills between Martinez and Pinole. The

proposed project length is about 800 feet with a road widening to support two 12-foot wide travel lanes and 4-foot shoulders for bicyclists. County Project No. 0662-6U4095

The overall strategy for this partial year of RMRA funds was to 1) clear as many delayed projects as possible from the queue with 2) a balanced approach that met the road program mission to provide a safe, efficient, reliable, and accessible transportation system.

With the annual reporting requirement, the Department will begin strategizing how the County can allocate the new funding to achieve the Road Program's mission and improve the program's key performance metrics for safety, efficiency, reliability and accessibility.

CONSEQUENCE OF NEGATIVE ACTION:

If a project list is not reviewed by the TWIC, forwarded to the Board of Supervisors for approval, and submitted to the CTC by the May 1, 2018 deadline, the County will not be eligible to receive its portion of RMRA funds and the projects listed above will not be constructed.

ATTACHMENTS

Resolution No. 2018/154

C-6

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

Adopted this Resolution on 04/24/2018 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

AYE:  5

NO:

ABSENT:

ABSTAIN:

RECUSE:



**Resolution No. 2018/154**

IN THE MATTER OF ADOPTING A List of Projects for Fiscal Year 2018-19 funded by Senate Bill 1 (Sb 1): The Road Repair and Accountability Act of 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our County are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the County must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the County, will receive an estimated \$13.8 million in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, this is the second fiscal year in which County is receiving SB 1 funding and will enable County to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1 ; and

WHEREAS, County has undergone a public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the County used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the County maintain its roadways at a significant higher level and rehabilitate 157 roads, as well as add active transportation infrastructure throughout the County this fiscal year and hundreds of similar projects into the future; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the Contra Costa County Board of Supervisors, State of California, as follows:

1. The foregoing recitals are true and correct. 2. The fiscal year 2018-19 list of projects planned to be funded with Road Maintenance and Rehabilitation Account revenues are summarized below:

**PROPOSED PROJECTS (Total RMRA = \$13.8M)**

**Proposed Project 1: Road Drainage Maintenance (RMRA = \$1.1 M)-Countywide**

Description:

- Ditch Cleaning – This routine maintenance item is to perform drainage ditch cleaning to remove debris and vegetation which may obstruct the passage of stormwater and cause local flooding. (RMRA = \$200k) County Project No.: 0672-6U2303
- Clean Catch Basin – This routine maintenance item is to perform cleaning of sediment and prevent obstructions of catch basins (drainage inlets) and related pipe systems. The county has over twenty thousand catch basins throughout the unincorporated portions of the County. (RMRA = \$600k) County Project No.: 0672-6U2308
- Inspect Catch Basin – This routine maintenance item is to perform inspections of catch basins and associated systems. This includes a visual inspection of the drainage inlet and any clean water inserts. Follow-up video inspections may be required for deeper inlets and/or suspected structural issue concerning the inlets. (RMRA = \$300k) County Project No.: 0672-6U2308
- RMRA Priority: Road Maintenance and Rehabilitation

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 15 - 40 years (ditch – dirt roadway to concrete V-ditch)
- 40 years (concrete structures)

**Proposed Project 2: Traffic Safety Devices Maintenance (RMRA = \$800k) -Countywide**

Description:

- Traffic Signing – This routine maintenance item is to perform sign repair, replacement, and installation along the unincorporated County roadways. (RMRA = \$300k) County Project No.: 0672-6U2504
- Traffic Striping – This routine maintenance item is to perform new painting, routine painting and replacement of pavement striping along the unincorporated County roadways to enhance public safety. (RMRA = \$500k) County Project No.: 0672-6U2504
- RMRA Priority: Road Maintenance and Rehabilitation

Location:

- Countywide

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 10 years (roadway signage)
- 2 - 4 years (roadway striping - thermoplastic)

**Proposed Project 3: Pavement Repairs and Preparation (RMRA = \$5.0M)-Countywide**

Description:

- Pot Hole Patching – This routine maintenance item is to perform spot pavement repairs of pot holes along the unincorporated County roadways to eliminate surface hazards. (RMRA = \$700k) County Project No.: 0672-6U2101
- Pavement Fabric Patching – This routine maintenance item is to perform pavement fabric patching along the unincorporated County roadways to correct minor pavement defects and prevent further cracking. The patch will remove an area of existing damaged asphalt and excavate to the roadway fabric portion. The roadway base will be compacted and leveled to support the new fabric layer and asphalt layer. (RMRA = \$500k) County Project No.: 0672-6U2102
- Pavement Failure Repair - Backhoe – This routine maintenance item is to conduct pavement failure repair along the unincorporated County roadways. This task requires the removal of a larger area of cracked or damaged pavement with a

backhoe. The roadway base will be compacted and overlaid with new asphalt. (RMRA = \$600k) County Project No.: 0672-6U2103

- Pull Box Paving – This is a roadway paving operation to place asphalt on localized roadway depressions to provide a smooth riding surface for the motorized public along the unincorporated County roadways. (RMRA = \$625k) County Project No.: 0672-6U2104

- Hand Patching – This is similar to pot hole patching to conduct spot pavement repairs along unincorporated County roadway, but on a smaller scale. (RMRA=\$600k) County Project No.: 0672-6U2105

- Crack Sealing – This pavement preservation task is to seal cracks in the roadway. Cracks are typically filled in to seal the roadway structural section from water penetration. The goal is to prolong the service live of the pavement and/or prepare the roadway surface for an overlay. (RMRA = \$700k) County Project No.: 0672-6U2106

- Leveling – This task is associated with leveling of large settlements, depressions, surface irregularities and recent large pavement repairs. This is to provide a smooth riding surface for the motorized public along unincorporated County roadways. (RMRA = \$500k) County Project No.: 0672-6U2107

- Grinder Follow-up Paving – This task is associated with placing roadway asphalt on localized settlements and pavement repairs. This is conducted as a follow-up to grinding operations to provide a smooth riding surface. (RMRA = \$80k) County Project No.: 0672-6U2107

- Pavement Failure Repair – Grinder – This task is to remove badly cracked or broken pavement. The roadway is then replaced with new asphalt and roadway base rock. This task supports pavement preservation operations and also extends the service life of the roadway pavement. (RMRA = \$600k) County Project No.: 0672-6U2123

- Pavement Grinding – Bobcat – This task is to remove flaws and tripping hazards in the roadway or curb edge through machine grinding. (RMRA = \$90k) County Project No.: 0672-6U2108

- RMRA Priority: Road Maintenance and Rehabilitation

Location:

- Countywide

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 7 years (pavement surface treatment)

**Proposed Project 4: Surface Treatments (RMRA = \$5.3M)**

Countywide

Description:

- Double Chip Seal Project (2018) – This project will apply a double chip seal to various roads as a pavement preservation project in the unincorporated Contra Costa County. Work will also include surface preparation and pavement striping and markings. (RMRA = \$1.30M) County Project No. 0672-6U2162

- Slurry Seal Project (2018) – This project will apply a slurry seal to various roads as a pavement preservation project in the unincorporated Contra Costa County. Work will also include surface preparation and pavement striping and markings. (RMRA = \$500k) County Project No. 0672-6U2163

- Single Chip Seal Project (2018) – This project will apply a single chip seal to various roads as a pavement preservation project in the unincorporated Contra Costa County. Work will also include surface preparation and pavement striping and markings. (RMRA = \$500k) County Project No. 0672-6U2162

- RMRA Priority: Road Maintenance and Rehabilitation

Location:

- Countywide Proposed Schedule for Completion:
- Anticipated construction year – 2018

Estimated Useful Life: 7 years (pavement surface treatment)

Bay Point and Central County area

- Asphalt Rubber Cape Seal Project (2018)

Description:

- The project will apply an asphalt rubber chip seal covered with a type II slurry seal to various roadways in the Bay Point (76 streets), Martinez (6 streets), Walnut Creek Overlook (24 streets), Parkmead (33 streets) areas and a type II slurry seal on roadways in Bay Point and Clyde areas (18 streets) and the Bella Vista and Clyde Trails. Work will also include surface preparation and pavement striping and markings. (RMRA = \$3M) County Project No. 0672-6U2154

- RMRA Priority: Road Maintenance and Rehabilitation

Location:

- Cape Seal: Bay Point (76 streets), Martinez (6 streets), Walnut Creek Overlook (24 streets), Parkmead (33 streets)
- Slurry Seal: Bay Point and Clyde areas (18 streets) and the Bella Vista and Clyde Trails

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 7 years (pavement surface treatment)

**Proposed Project 5: Pomona Street Pedestrian Safety Improvement Project – Phase II (RMRA = \$175k)**

Description:

- The project will improve two pedestrian crossings on Pomona Street near three schools and a community center. At Pomona Street and 3rd Avenue, Pedestrian-Actuated Rectangular Rapid-Flashing Beacons (RRFB) and other pedestrian improvements will be added. At Pomona Street and Rolph Avenue, bulb outs and ramps will be added. County Project No. 0622-6U4090

- RMRA Priority: Complete Streets Components

Location:

- Pomona Street at 3rd Avenue
- Pomona Street at Rolph Avenue

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 50 years (concrete)
- 12 years (RRFB)

**Proposed Project 6: Tara Hills Pedestrian Infrastructure Project (RMRA = \$420k)**

Description:

- The project will construct 20+ ADA compliant curb ramps on the roads surrounding the Tara Hills Elementary School and North Campus Continuation High School. County Project No. 0662-6R4211

- RMRA Priority: Complete Streets Components

Location:

- Dolan Way, Flannery Road, Shamrock Drive, Tara Hills area

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 50 years (concrete)

**Proposed Project 7: Pedestrian Crossing Enhancements Project – Central & East County (RMRA = \$350k)**

Description:

- The project will install ten RRFB's at uncontrolled crosswalks at seven school sites in Central and East County. County Project No. 0662-6R4112

- RMRA Priority: Complete Streets Components

Location:

- 1 – Delta Road, Knightsen Elementary School, Knightsen area
- 2 – Newport Drive, Timber Point Elementary School, Discovery Bay area crossing o Two crossing sites
- 3 – Willow Lake Road, Discovery Bay Elementary School, Discovery Bay area
- 4 – Marina Road, Shore Acres Elementary School, Bay Point area o Two crossing sites
- 5 – Pacifica Avenue, Riverview Middle School, Bay Point area o Two crossing sites
- 6 – Castle Rock Road, Northgate High School, Walnut Creek area
- 7 – Magnolia Way, Parkmead Elementary School, Walnut Creek area

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 12 years (flashing beacons)

**Proposed Project 8: Blackhawk Road Bikeway Project (RMRA = \$210k)**

Description:

- The project will stripe a class 2 bike lane for 3.3 miles and class bikeway for 0.3 miles (a portion at each end of the project) and connect to existing class 2 and class 3 bikeways using thermoplastic striping. The bikeway will also use green pavement markings at transition areas. County Project No. 0662-6R4018

- RMRA Priority: Complete Streets Components

Location:

- Blackhawk Road, between Camino Tassajara and Mount Diablo Scenic Drive, Blackhawk/Danville area

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 2 - 4 years (thermoplastic striping)

**Proposed Project 9: Alhambra Valley Road Embankment Repair (\$450k)**

Description:

- The project will reconstruct the creek embankment and the roadway. The creek embankment that supported Alhambra Valley Road eroded during a severe storm event several years ago. Since then, traffic has been routed to one lane with stop control in both directions. The remainder of Alhambra Valley Road is a rural two-lane roadway winding through the hills between Martinez and Pinole. The proposed project length is about 800 feet with a road widening to support two 12-foot wide travel lanes and 4-foot shoulders for bicyclists. County Project No. 0662-6U4095

- RMRA Priority: Roadway Safety, Road Maintenance and Rehabilitation

Location:

- Alhambra Valley Road between Castro Ranch Road and Bear Creek Road

Proposed Schedule for Completion:

- Anticipated construction year – 2018

Estimated Useful Life:

- 40 years (roadway re-construction)

Contact: Jerry Fahy, 925.313.2276

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

**ATTESTED: April 24, 2018**

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

*Stacey M Boyd*  
By: Stacey M. Boyd, Deputy



cc:

**Appendix G: Complete Streets Policy**



This Complete Streets Policy was adopted by Resolution No. 2016/374 by the Board of Supervisors of Contra Costa County on July 12, 2016.

## COMPLETE STREETS POLICY OF CONTRA COSTA COUNTY

### A. Complete Streets Principles

1. **Complete Streets Serving All Users.** Contra Costa County expresses its commitment to creating and maintaining Complete Streets that provide safe, comfortable, and convenient travel along and across rights-of-way (including streets, roads, highways, bridges, paths, and other portions of the transportation system) through a comprehensive, integrated transportation network that serves all categories of users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, students and families.

2. **Context Sensitivity.** In planning and implementing street projects, departments and agencies of Contra Costa County shall maintain sensitivity to local conditions in both residential and business districts as well as urban, suburban, and rural areas, and shall work with residents, merchants, school representatives, and other stakeholders to ensure that a strong sense of place ensues. Improvements that will be considered include sidewalks, shared use paths, separated bikeways/cycle tracks, bicycle lanes, bicycle routes, paved shoulders, street trees and landscaping, planting strips, accessible curb ramps, crosswalks, refuge islands, pedestrian signals, signs, street furniture, bicycle parking facilities, public transportation stops and facilities, transit priority signalization, traffic calming circles, transit bulb outs, road diets and other features assisting in the provision of safe travel for all users and those features and concepts identified in the Contra Costa County Complete Streets General Plan Amendment of April 2008.

3. **Complete Streets Routinely Addressed by All Departments.** All departments and agencies of Contra Costa County shall work towards making Complete Streets practices a routine part of everyday operations, approach every relevant project, program, and practice as an opportunity to improve streets and the transportation network for all categories of users/modes, and work in coordination with other departments, agencies, and jurisdictions to maximize opportunities for Complete Streets, connectivity, and cooperation. Example activities include, but are not necessarily limited to the following: pavement resurfacing, restriping, accessing above and underground utilities, signalization operations or modifications, maintenance of landscaping/related features, and shall exclude minor (catch basin cleaning, sign replacement, pothole repair, etc.) maintenance and emergency repairs.

4. **All Projects and Phases.** Complete Streets infrastructure sufficient to enable reasonably safe travel along and across the right of way for each category of users shall be incorporated into all planning, funding, design, approval, and implementation processes for any construction, reconstruction, retrofit, maintenance, operations, alteration, or repair of streets (including streets, roads, highways, bridges, and other portions of the transportation system), except that specific infrastructure for a given category of users may be excluded if an exemption is approved via the process set forth in section C.1 of this policy.

### B. Implementation

1. **Plan Consultation and Consistency.** Maintenance, planning, and design of projects affecting the transportation system shall be consistent with the Contra Costa County General Plan, as well as other applicable bicycle, pedestrian, transit, multimodal, best practices, and other relevant documents. Where such consistency cannot be achieved without negative consequences, consistency shall not be required if the head of the relevant departments, or designees, provides written approval explaining the basis of such deviation.

2. **Street Network/Connectivity.** As feasible, and as opportunities arise, Contra Costa County shall incorporate Complete Streets infrastructure into existing streets to improve the safety and convenience of users, with the particular goal of creating a connected network of facilities accommodating each category of users, increasing connectivity across jurisdictional boundaries, and for accommodating existing and anticipated future areas of travel origination or destination. A well connected network should include non-motorized connectivity to schools, parks,

commercial areas, civic destinations and regional non-motorized networks on both publically owned roads/land and private developments (or redevelopment areas).

**3. Countywide Bicycle Advisory Committee (CBAC) Consultation.** The CBAC may review the design principles used by staff to accommodate motor vehicle, bicycle, pedestrian, and transit modes of travel when reviewing projects. The CBAC will be engaged early in the planning and design stage to provide an opportunity for comments and recommendations regarding Complete Street features of major public transportation projects.

**4. Evaluation.** The County will establish a means to collect data and evaluate the implementation of complete streets policies. For example tracking the number of miles of paths, bike lanes and sidewalks, numbers of street crossings, signage etc.

### **C. Exceptions**

**1. Required Findings and Leadership Approval for Exemptions.** Plans or projects that seek exemptions from incorporating Complete Streets design principles must provide a written explanation of why accommodations for all modes were not included in the project. An exemption may be granted by the Director of Public Works or Director of Conservation and Development upon finding that inclusion of Complete Streets design principles are not possible or appropriate under one or more of the following circumstances: 1) bicycles or pedestrians are not permitted on the subject transportation facility pursuant to state or local laws; 2) inclusion of Complete Streets design principles would result in a disproportionate cost to the project; 3) there is a documented absence of current and future need and demand for Complete Streets design elements on the subject roadway; and, 4) one or more significant adverse effects would outweigh the positive effects of implementing Complete Streets design elements. Plans or projects that are granted exceptions must be made available for public review.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

and for Special Districts, Agencies and Authorities Governed by the Board

Adopted this Resolution on 07/12/2016 by the following vote:

**Candace Andersen**  
**Mary N. Piepho**  
**Karen Mitchoff**  
**Federal D. Glover**  
 AYE:  4  
 NO:   
 ABSENT:  1 **John Gioia**  
 ABSTAIN:   
 RECUSE:



Resolution No. 2016/374

**Resolution of the Contra Costa County Board of Supervisors supporting the adoption of a Complete Streets Policy, and stating that the next substantial revision of Contra Costa County General Plan Transportation and Circulation Element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358)**

WHEREAS, the term "Complete Streets" describes a comprehensive, integrated transportation network with infrastructure and design that allows safe and convenient travel along and across streets for all users, including pedestrians, bicyclists, persons with disabilities, motorists, movers of commercial goods, users and operators of public transportation, seniors, children, youth, students, and families;

WHEREAS, Contra Costa County acknowledges the benefits and value for the public health and welfare of reducing vehicle miles traveled and increasing transportation by walking, bicycling, and public transportation;

WHEREAS, Contra Costa County recognizes that the planning and coordinated development of Complete Streets infrastructure provides benefits for local governments in the areas of infrastructure cost savings, public health, mobility diversification, and environmental sustainability;

WHEREAS, the State of California has emphasized the importance of Complete Streets by enacting the California Complete Streets Act of 2008 (also known as AB 1358), which requires that when cities or counties revise general plans, they identify how they will provide for the mobility needs of all users of the roadways, as well as through Deputy Directive 64, in which the California Department of Transportation explained that it "views all transportation improvements as opportunities to improve safety, access, and mobility for all travelers in California and recognizes bicycle, pedestrian, and transit modes as integral elements of the transportation system";

WHEREAS, the California Global Warming Solutions Act of 2006 (known as AB 32) sets a mandate for the reduction of greenhouse gas emissions in California, and the Sustainable Communities and Climate Protection Act of 2008 (known as SB 375) requires emissions reductions through coordinated regional planning that integrates transportation, housing, and land-use policy, and achieving the goals of these laws will require significant increases in travel by public transit, bicycling, and walking;

WHEREAS, numerous California counties, cities, and agencies have adopted Complete Streets policies and legislation in order to further the health, safety, welfare, economic vitality, and environmental wellbeing of their communities;

WHEREAS, the Contra Costa County General Plan establishes the Complete Streets philosophy by way of the April 2008 Complete Streets Amendments which accomplishes the following:

- Specifies that 'all users' includes pedestrians, bicyclists, transit vehicles and users, and motorists, of all ages and abilities.
- Aims to create a comprehensive, integrated, connected network.
- Recognizes the need for flexibility: that all streets are different and user needs will be balanced.
- Is adoptable by all agencies to cover all roads.
- Applies to both new and retrofit projects, including design, planning, maintenance, and operations, for the entire right of way.
- Makes any exceptions specific and sets a clear procedure that requires high-level approval of exceptions.
- Directs the use of the latest and best design standards.
- Directs that complete streets solutions fit in with context of the community.

- Establishes performance standards with measurable outcomes.

WHEREAS, Contra Costa County therefore, in light of the foregoing benefits and considerations, wishes to further improve its commitment to Complete Streets and desires that its streets form a comprehensive and integrated transportation network promoting safe, equitable, and convenient travel for all users while preserving flexibility, recognizing community context, and using the latest and best design guidelines and standards;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Contra Costa County, State of California, as follows:

1. That Contra Costa County adopts the Complete Streets Policy attached hereto as Exhibit B, and made part of this Resolution, and that said exhibit is hereby approved and adopted.
2. That the next substantial revision of the Contra Costa County General Plan Transportation and Circulation Element shall incorporate Complete Streets policies and principles consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Complete Streets Policy adopted by this resolution.

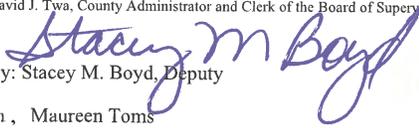
I hereby certify that this is a true and correct copy of an action taken and entered on the minutes of the Board of Supervisors on the date shown.

Contact: John Cunningham, 674-7833

ATTESTED: July 12, 2016

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

By: Stacey M. Boyd, Deputy



cc: Steve Kowalewski, Mary Halle, Will Nelson, Maureen Toms



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Amend County's Adopted Federal Legislative Platform to Include Opposition to Proposed Changes to Rules Related to "Public Charge"

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**RECOMMENDATION(S):**

CONSIDER amending the County's 2018 Federal Legislative Platform to include opposition to proposed changes to rules related to 'public charge'.

ADOPT a position of oppose to new regulations on 'public charge' released for public comment in the Federal Register on October 10, 2018, as recommended by Kathy Gallagher, Director, Employment and Human Services Department (EHSD), Anna Roth, Director, Health Services Department (HSD), and Joseph Villarreal, Executive Director, Contra Costa Housing Authority.

DIRECT staff to send a letter to the Secretary of the Department of Homeland Security, the U.S. Senate and House Leadership, and the Contra Costa Federal Congressional Delegation to declare the Board's opposition to the proposed rule change to 'public charge' determinations and express the significant harm it would cause to Contra Costa County and its residents.

DIRECT staff to draft and submit public comment responses consistent with opposing the proposed regulations during the 60-day public comment period, which spans from publication of the proposed rule change in the Federal Register on October 10, 2018, through December 10, 2018.

DIRECT EHSD, HSD, and the Housing Authority to collaborate with community-based organizations and other relevant stakeholders to assist in providing public education and outreach to residents about available County services and available community resources, such as the Immigrant Legal Resource Center, Catholic Charities, Stand Together CoCo, 211, and the Women Infant and Children's (WIC) program, which are all NOT included in public charge determinations under the proposed rule.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  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: October 23, 2018

Contact: Devorah Levine,  
608-4890

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

By: , Deputy

cc:

## FISCAL IMPACT:

There is no fiscal impact.

## BACKGROUND:

On October 10, 2018 the Department of Homeland Security (DHS) published proposed changes to the ‘public charge’ rules in the Federal Register. A ‘public charge’ is someone who is likely to become dependent on the government for subsistence. “Public charge”, a long-standing provision in U.S. immigration law, is a test used by U.S. Citizenship and Immigration Services (USCIS) as one factor in determining who will be granted entry into the United States, who can renew certain temporary visas and who can obtain Lawful Permanent Residency (LPR) – also known as a green card. Public charge does not apply to some categories of immigrants, such as refugees, persons granted asylum and certified trafficking victims. In addition, there is no public charge test when individuals apply for naturalization.

Until now, financial factors taken into consideration only included the receipt of cash benefits or institutionalization for long-term care at government expense. Current guidelines do not allow federal officials to consider the use of non-cash benefits, such as nutrition assistance, housing subsidies, or healthcare programs such as Medicaid (Medi-Cal), in public charge assessments. However, the proposed rule expands the definition of ‘public benefits’ to include non-cash benefits, which could prevent an individual from adjusting their immigration status.

In addition, the proposed rule suggests factoring in the income of applicants for the first time. Earning less than 125 percent of the federal poverty level (\$25,975 for a family of three) would count against applicants, while earning more than 250 percent of the federal poverty level (\$51,950 for a family of three) would give them a boost.

The DHS’ revised policy “Inadmissibility on Public Charge Grounds” proposes expanding the types of benefits that could be used as grounds to reject a legally present immigrant’s application to keep his/her legal status to stay in the U.S. or to become a lawful permanent resident (obtain a green card). Programs that would be included are: Supplemental Nutrition Assistance Program (CalFresh in California); Non-Emergency Medicaid (Medi-Cal); Low Income subsidies under Medicare Part D; Section 8 vouchers and project-based subsidies, and public housing. Under current law, these are not considered to be public charge. Public education (including Head Start), national school lunch programs and Veterans benefits are among the excluded programs and would NOT be considered for public charge under the proposal. The proposed rule does not give a definitive answer on whether enrollment in the Children’s Health Insurance Program (CHIP) could jeopardize green card applications, instead soliciting specific feedback on that question.

While the intent of the public charge test has been in place for decades, the new proposed rule takes this principle to an extreme, and, if adopted, would ultimately punish immigrants for accessing non-cash benefits designed to help families succeed and thrive in our County and become contributing members of our communities. The proposed rule changes may not only have a detrimental direct impact on the well-being of affected children and families in Contra Costa who lawfully receive public benefits, but may also indirectly impact health and economic factors for the community as a whole.

Nearly a quarter of Contra Costa County residents were born outside of the United States, a figure that represents the area’s diverse population. Almost half of the children in Contra Costa County (age 0-17) live with at least one parent who was born outside the United States. The parents include naturalized citizens, green card holders and those who are aiming to become citizens. The children are largely U.S. citizens. The proposed changes to the public charge rules will directly impact a portion of this population.

Most immigrants who are not legally present are not eligible for public benefit programs. However, for people who are eligible, CalFresh, non-emergency Medi-Cal and housing assistance are frequently used by working families to help them stay healthy and remain productive. These supports for working families are especially important in our high-cost area, with many immigrants holding lower-paying jobs. Access to critical benefits is often necessary for a short time in order to help immigrants become assimilated and ultimately prosper. In some cases, the proposed public charge changes may lead families to feel they must choose between getting food, health care and services they need, and obtaining the citizenship that they are legally on track to achieve.

While the proposed public charge changes are primarily directed toward applications for Legal Permanent Residency for those already in the United States, there could be an overall chilling effect of causing uncertainty and confusion among immigrant families about using public programs for themselves and their children. Not only would disenrollment or foregone enrollment lead to worse health outcomes and greater poverty risk for the families foregoing benefits, but public health at-large could be affected by sicker individuals in the community, increased emergency room use and uncompensated care.

There would be economic impacts as well: decreased revenues to health care providers, pharmacies, grocery and other retailers and increased costs for organizations serving the immigrant community. The proposed rule would deprive immigrants and the County of the well-documented benefits of naturalization on earnings, employment, and homeownership. Furthermore, enacting the proposed regulations via a federal rule prevents a more appropriate study of this issue and its implications with proper Congressional involvement.

Importantly, the potential impacts of these proposed changes are inconsistent with the values of our County that have been recently reinforced in Board Resolutions No. 2017/343 (Support of the Deferred Action for Childhood Arrivals (DACA) Program) and No.2018/245 (Designating Contra Costa County as a “Welcoming County to Refugees and Immigrants”). These desired values include treating each person with respect and that Contra Costa County “aspires to be a model for inclusion and equity for all populations, including immigrants, refugees and other newcomers, through its commitments to support the ongoing inclusion and long-term economic and social integration of newcomers.”

With the publication of the proposed changes to the public charge rules, there is a 60-day period, ending on December 10, 2018, during which the public can submit comments and questions. After that, DHS will review the comments and possibly make revisions before issuing final regulations. Dozens of the County’s community partner organizations are preparing to submit comments in opposition to the proposed changes. Nothing will change until the final rule officially goes into effect. The process is expected to stretch into 2019.

#### CLERK'S ADDENDUM

*Speakers: Lamar Thorpe, First 5; Lucinda Bazile, Lifelong Medical Care; Renee Zeimer, Economic Opportunity Council of CCC; Lauren Babb, Planned Parenthood Northern California; Dan Safran, resident of Pleasant Hill; Dick Offerman, resident of Pleasant Hill; Cheryl Sudduth, Racial Justice Coalition/ACLU/CCIRA; Ali Saidi, resident of Pinole. Written commentary was provided by Melody Howe Weintraub, Chair of Steering Committee, Multi-Faith Action Coalition, Judy E. Walter, Ph.D., retired community college administrator, and John Gallagher, resident of San Ramon (attached).*

#### AGENDA ATTACHMENTS

#### MINUTES ATTACHMENTS

Correspondence Received

D.5



October 22, 2018

Karen Mitchoff, Chair  
John Gioia, Vice Chair  
Supervisors Candace Andersen, Diane Burgis and Federal Glover:

**Re: Agenda item, D-5**

Dear Supervisors:

I am writing you on behalf of the Multi-faith ACTION Coalition. The ACTION in our name represents Advocates & Communities Taking Initiative for Our Neighbors. Members of faith organizations in **Contra Costa County** have come together to be a moral voice for people who are vulnerable through action.

Tonight, the Steering Committee of the Coalition voted to oppose the proposed federal regulations that would significantly change the "public charge" rules.

We strongly support the resolution on your agenda for Tuesday, October 23 – identified as item D-5. The Department heads, Kathy Gallagher, Anna Roth and Joseph Villarreal are to be commended for getting in front of this issue and looking out for the residents of Contra Costa County. Working together we will advocate to stop this proposed regulation that would mark a fundamental change from our nation's historic commitment to welcoming immigrants.

Please accept our comment and vote in favor of item D-5.

Sincerely,

Melody Howe Weintraub  
Chair, Steering Committee

**REQUEST TO SPEAK FORM (2 minute limit)**

I wish to speak on Agenda Item # D5

Complete this form and place it in the upright box near the speaker's podium, and wait to be called by the Chair.

Date: 10/23/18

*Personal information is optional. This speaker's card will be incorporated into the public record of this meeting.*

My comments will be:  General  
 For  
 Against

NAME (Print) John Gallagher  
*To ensure your name is announced correctly, you may include phonetic spelling.*

I wish to speak on the subject of:

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

City: SAN RAMON CA 94582

Phone: \_\_\_\_\_

I am speaking for:  Myself  
 Organization: \_\_\_\_\_

I do not want to speak but would like to leave comments for the Board to consider.  
*(Use the back of this form.)*

**Information for Speakers:**

In lieu of speaking, I wish to submit these comments:

Deposit this form in the upright box next to the speaker's podium before the Board's consideration of your item.

I want to express my opposition  
to the proposed new public  
charge <sup>regulations</sup> recommendations. I  
believe that Contra Costa County  
should do everything it can  
to be welcoming to <sup>all</sup> members  
of our community and support  
their needs. I believe the  
proposed <sup>regulation</sup> legislation does the opposite,  
and it creates a climate that will  
deter our neediest residents from  
seeking the support they need.

Wait to be called by the Chair. Please speak into the microphone at the podium.

Begin by stating your name and your city or area of residence, and whether you are speaking for yourself or on behalf of an organization.

If you have handout materials, please give them to the Clerk.

Avoid repeating comments made by previous speakers.

John Gallagher

## **Response to Item D-5 October 23<sup>rd</sup> Board of Supervisor's Meeting**

**To: County Supervisors: Karen Mitchoff, John M. Giola, Candace Anderson, Diane Burgis, Federal D. Glover**

### **For Public Comment October 23, 2018**

This County supported SB 54, held a "truth Forum" and the schools, Community College, and several Contra Costa County Cities passed resolutions supporting and welcoming all people. This work represented approximately 140 elected officials and 17 State Appointed officials that were gathered together for support for all people in Contra Costa County.

It is important for the County Board of Supervisors to oppose the proposed changes to rules related to "public charge." We are a county with integrity, values, caring, and we work to provide safety and inclusion for all peoples.

**Please amend the County's 2019 Federal Legislative Platform to include opposition to proposed changes to rules related to public charge.**

Thank You,

**Judy E. Walters, Ph.D., Retired Community College Administrator,  
Martinez, CA [judy.walters2@me.com](mailto:judy.walters2@me.com)**



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Appeal of the County Planning Commission's decision to approve a plan to remodel a single family residence at 7 Highgate Court, Kensington.

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**RECOMMENDATION(S):**

1. OPEN the public hearing for County File #DP17-3046, RECEIVE testimony, and CLOSE the public hearing.
2. DETERMINE that County File #DP17-3046 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(e)(1).
3. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk.
4. APPROVE County File #DP17-3046, a development plan for a Kensington Design Review for the remodel of a single-family residence, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen.
5. APPROVE the attached findings and conditions of approval from County File #DP17-3046.
6. DENY the appeal of Allen Trigueiro.

**FISCAL IMPACT:**

The applicant has paid the initial deposit and is responsible for all of the time and material costs associated with processing the application.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  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: October 23, 2018

Contact: Susan Johnson (925)  
674-7868

, County Administrator and Clerk of the Board of Supervisors

By: , Deputy

cc:

## BACKGROUND:

This is a hearing for an appeal of the County Planning Commission's decision to deny an appeal and uphold the decision of the County Zoning Administrator to approve a Kensington Design Review for an interior and exterior remodel of a single-family residence in Kensington, which includes replacing the roof and adding skylights. The appellant, Mr. Allen Trigueiro, is appealing the approval of this project based on the potential impacts new construction would have on the views from his residence.

## Project Description

The applicant requests approval of a Development Plan for a Kensington Design Review for an interior and exterior remodel of the existing single-family residence, which includes replacing the roof and adding skylights. The new roof and insulation will increase the overall height of the residence by 6 inches and the skylights will measure 18 inches above the new roof ridge, increasing the overall height of the residence from 26 feet and 8 inches to 28 feet and 8 inches. The existing gas flue and fireplace chimney will be modified to extend 2 feet above the skylights located above the dining room. New solar panels and a new kitchen exhaust fan will also be added to the roof. In addition, this project includes removing 8 square feet of floor area from the kitchen (on the eastern side of the residence), the replacement of existing glazing and sliding doors, the addition of new windows, decking repair, and the replacement of two trellises. No expansion of the gross floor area is proposed.

Pursuant to County Code Section 718-12.004, solar panels may be located on rooftops as long as the system, when installed on a rooftop, does not exceed the building height limit of the zoning district in which it is located. Solar panels are also exempt from design review. Additionally, pursuant to County Code Section 82-2.008, the limits of heights of structures established in Division 84 for any district shall not apply to chimneys.

## Summary of Appeal

Allen Trigueiro is objecting to the height of the skylights. According to Mr. Trigueiro the south-facing 23-foot long skylight would obstruct approximately 1/3 of Mr. Trigueiro's view of the San Francisco Bay. Mr. Trigueiro claims that normal skylights usually measure 6 inches (curb height) above the roof, not 30 inches above the roof surface as shown on the plans.

## Staff Response

Efforts were made by the applicant to preserve the views from Mr. Trigueiro's residence, which included reducing the overall height of the skylights. The tallest skylight located above the dining area will measure 18 inches above the new roof ridge instead of 36 inches as originally proposed. The applicant and property owner also agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. Additionally, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from Mr. Trigueiro's home.

Pursuant to a statement from the applicant, the main interior spaces in the house are dark, due in part to the dark wood ceilings and floors. Adding skylights at the dark interior areas will help mitigate this issue. However, skylights bring direct sunlight into the space, which presents an issue for the property owner, who wants to display artwork. Direct sunlight can deteriorate art, even with UV glass, so avoiding direct sun penetration is important. Raising the new skylights on curbs will reduce the amount of direct light penetrating the space. Therefore, the applicant and owner are proposing to construct new skylight curbs over the living/dining room, main hall and kitchen. The top of the highest skylight (the 23-foot long skylight above the dining room) will extend 18 inches above the new roof ridge, which changes the overall height of the residence from 26 feet and 8 inches to 28 feet and 8 inches. The raised

curbs will provide sun angle cut-off during most times of the year. Skylight shades were added when the applicant reduced the skylight curb height to provide direct sun cut off during the summer when the sun is higher in the sky.

The proposed construction conforms with all applicable development standards for the R-6 Zoning District and will not substantially affect the views of scenic natural features from Mr. Trigueiro's residence. Pursuant to Section 84-74.404(m) of the Kensington Combining District Ordinance, "Obstruction means any substantial blockage or diminution by the proposed development on surrounding neighbors' light, solar access, view, or preexisting solar energy systems." Impacts on neighboring property owners will be minimal since no expansion of the gross floor area is proposed and the overall height of the residence would increase by no more than 2 feet. Specifically, the 23-foot long skylight would not substantially block any view from Mr. Trigueiro's residence. There are multiple vantage points from both levels of Mr. Trigueiro's home, many of which will be unaffected or minimally affected by the proposed construction.

The raised roof and new skylights would potentially block a small portion of the view from the first level living area of Mr. Trigueiro's residence, which sits at a higher elevation, just above the current roof ridge of the subject residence, and most of which is foreground view of the land. However, Mr. Trigueiro's second story view from the bedroom would not be affected. The view from the green roof, just outside of the appellant's second story bedroom would be minimally affected. Mr. Trigueiro would enjoy similar views of Brooks Island and the San Francisco Bay from the first floor deck, second story bedroom, and green roof. In addition, the elevated skylights would not affect the appellant's views of the Bay Bridge, city skyline, or Golden Gate Bridge.

## **Detailed Background**

### Site/Area Description

The subject property is located within Kensington in an established single-family, hillside residential neighborhood. Most homes within the immediate vicinity of the subject site were built between the early 1940s and early 1960s. Due to the location, homes within this architecturally diverse area are generally two-stories and designed to maximize views of the San Francisco Bay.

The subject residence was built in 1960 and is mid-century modern in design with panoramic views of San Francisco, the Golden Gate Bridge, and the San Francisco Bay. The 5,576 square-foot two-story residence includes 4,063 square-feet of conditioned living area, a 433 square-foot carport, a 237 square-foot covered entry court, and 843 square feet of covered decks. Although Highgate Road runs along the southern property line of the project site, access to the residence is obtained through a driveway that fronts Highgate Court.

### General Plan Consistency

The subject property is located within the Single-Family Residential, High-Density (SH) General Plan land use designation. This designation allows between 5.0 and 7.2 single-family units per net acre. Two tax assessor parcel numbers have been assigned to the subject site: the existing residence resides on the portion of the property assigned (APN: 572-181-017) and measures 11,100 square-feet in area, and the pool and 816 square-foot accessory building (a single story carport/garage with a bathroom and pool equipment storage room) is located on the portion of the property assigned (APN: 572-181-016) and measures 9,984 square feet in area. A condition of approval has been added to the attached Findings and Conditions of Approval that will require the owner of the subject site to merge the two tax assessor parcel numbers through a lot line adjustment. However, since a single-family residence is a permitted land use in this designation, and the proposed improvements are residential in nature and will not change the density of residential development for the site, this project is consistent with the SH General Plan

land use designation.

Located in Kensington, the project is also subject to specific policies in the Contra Costa County General Plan (2005-2020). This allows for the review of new residential development that provides reasonable protection for existing residences in the Kensington community with regard to views of scenic natural features, design compatibility (including bulk, size, and height), adequate parking, privacy, and access to sunlight.

### Zoning Compliance

The subject property is located within the Single-Family Residential District (R-6), the Kensington Combining District (-K), and the Tree Obstruction of Views Combining District (-TOV).

The existing residence meets all of the required building setbacks and the proposed construction will not increase the gross floor area of the residence. Instead, the applicant and owner propose to replace the existing roof and insulation and add new, raised skylights. The new roof and insulation will increase the overall height of the residence by 6 inches and the skylights will measure 18 inches taller than the new roof ridge, changing the overall height of the residence from 26 feet and 8 inches to 28 feet and 8 inches. The residence will not exceed 2 ½ stories or the 35 feet maximum height restriction and will therefore meet all applicable development standards within the (R-6) Zoning District.

Section 84-74.802 of the County Code establishes gross floor area threshold standards for properties within the Kensington Combining District (-K). No addition to the gross floor area is proposed. The applicant is proposing to remove an 8 square foot bump-out on the eastern side of the home, which reduces the gross floor area from 5,576 square feet to 5,568 square feet.

The Kensington Combining District (-K) includes seven criteria for approval of the Development Plan project. As detailed in the attached Kensington Combining District Findings, staff finds that the project satisfies all seven criteria. The development enhances the livability of the residence, which improves the value and enjoyment of the residence for the subject property owner. Remodeling a home will usually increase its value, which in turns adds value to the neighborhood. Impacts on neighboring property owners will be minimal since no addition to the gross floor area is proposed and the skylights have been lowered. The 23-foot long skylight located above the dining room will extend 18 inches above the new roof ridge instead of 36 inches above the new roof ridge as originally proposed. Since no addition to the gross floor area of the residence is proposed as part of this project, the existing residence will remain substantially compatible with neighboring homes with regard to size. Additionally, the proposed development is not anticipated to affect residential noise levels or parking within the neighborhood. Therefore, as detailed in the attached Kensington Combining District Findings, staff finds that the community's values, including the preservation of views, light and solar access, privacy, parking, residential noise levels, and compatibility with the neighborhood with regard to bulk and scale, will be maintained.

### County Zoning Administrator

The project was originally heard at the March 19, 2018 Zoning Administrator (ZA) hearing, testimony was provided from Joram Altman (applicant), Jeremy Patricia Stone (property owner), and William Berland (attorney representing Ms. Stone). Nine (9) letters of support for the project from neighboring property owners were also submitted to staff. Allen Trigueiro (65 Highgate Road) and Daniel Muller (attorney representing Mr. Trigueiro) attended to speak in opposition of the project.

The issues raised by Mr. Trigueiro and Mr. Muller included concerns that new construction would impact the view from Mr. Trigueiro's home, that the project should not be exempt from CEQA because the visual impacts of the proposed construction should be considered an unusual circumstance, and that

the repair/replacement of an existing non-conforming deck should not be allowed unless it is modified to meet the required setbacks. The Zoning Administrator continued the project as a closed hearing until Monday, April 2, 2018 to consider the testimony received from both sides.

The Zoning Administrator made the determination that based upon the project plans and photos submitted with the Staff Report prepared for the March 19, 2018 hearing date, that the proposed construction would not substantially block the light, solar access, or view of skylines, bridges, distant cities, geologic features, terrain, or bodies of water for any of the neighboring properties. In addition, no substantial evidence was provided to indicate that the CEQA exemption was improperly used. Under CEQA Section 15384, substantial evidence means “enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached.” The Zoning Administrator agreed with staff that the proposed project is exempt under CEQA Guidelines, Section 15301(e)(1), regarding “Existing Facilities” and approved the Development Plan at the continued public hearing held on April 2, 2018 with modified findings and conditions of approval (COA). Modifications to the conditions of approval included adding language to COA #1, which relate to work on the elevated deck. In addition, COA #3 was modified to state, “The skylight curbs and metal frames shall be painted to match the roof and be of low reflectivity. The applicant may consult with and provide the property owner of 65 Highgate Road with an opportunity to comment on the chosen color.”

On April 12, 2018, Allen Trigueiro (65 Highgate Road) submitted an appeal of the Zoning Administrator's decision to approve County File #DP17-3046.

### County Planning Commission Public Hearing

At the June 27, 2018 County Planning Commission hearing, testimony was provided from Joram Altman (applicant and architect), Jeremy Patricia Stone (property owner), William Berland (attorney representing Ms. Stone), and Bob Treppa (9 Highgate Court) in support of the project.

Joram Altman and Jeremy Patricia Stone summarized the project and explained that the main objectives of the proposed remodel are to update the original house built in 1960, which includes a seismic retrofit, and to bring light into the residence. With regard to the roof replacement, the applicant discovered that existing roof membrane and insulation is thinner than originally anticipated. Therefore, in order to achieve an R30 insulation factor to meet Title 24 Energy Compliance, the new roof and insulation would increase the overall height of the house by a maximum of 6 inches (instead of 4 inches as originally proposed). Since the wood ceiling is part of the historic fabric of the existing residence, the applicant and owner do not wish to cover it up by installing the new insulation on the interior, but rather keep the original concept of roof top mounted insulation. Additionally, the interior of the house is dark and the proposed skylights would mitigate this problem. However, direct sunlight would cause fading and deterioration of her displayed artwork. Placing the skylights on raised curbs would reduce the amount of direct sunlight penetration and solve this problem. Mr. Altman also explained that efforts were made to address Mr. Trigueiro's concerns regarding the project, which included reducing the overall height of the skylights. The tallest skylight located above the dining area will measure 18 inches above the new roof ridge instead of 36 inches as originally proposed. The applicant and property owner also agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern. Additionally, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from Mr. Trigueiro's home.

Bob Treppa, who resides north of the subject property at 9 Highgate Court (and also has a view of the subject property's roof), expressed that although skeptical of the project at first, believes steps have been taken by the applicant and owner to try and address Mr. Trigueiro's concerns. Thus, he supports the project. William Berland also provided testimony in support of the project.

The appellant, Mr. Allen Trigueiro (65 Highgate Road), provided testimony in opposition of the project. His main concern was that the proposed south facing 23-foot long skylight, would obstruct his view of the San Francisco Bay and Brooks Island from his living room from the first level of his two-story home (which is almost parallel with the current roof ridge of Ms. Stone's residence). This view would be most impacted from a seated position in his living room.

After accepting testimony and closing the public hearing, the commissioners debated whether or not the project could and/or should be redesigned (e.g., lower the 23-foot long skylight and use glazed glass to reduce UV radiation). During their debate, staff reminded the commissioners of the Kensington Combining District findings, which need to be balanced in order to make a determination of whether or not to approve the development plan.

Ultimately, a motion was made to uphold the County Zoning Administrator's decision and deny the appeal. The motion was passed by the County Planning Commission with a 4-2 vote. This approval includes accepting the revised south elevation (submitted at the County Planning Commission), which shows that the new roof will be 6 inches taller than the existing roof.

On July 5, 2018, Allen Trigueiro (65 Highgate Road) appealed the County Planning Commission's decision to approve County File #DP17-3046.

### Conclusion

The appeal is similar to the testimony offered to the Zoning Administrator and County Planning Commission and does not provide support for overturning the County Planning Commission's decision. The project is consistent with review criteria outlined in the Kensington Combining District Ordinance as well as the General Plan Policies for the Kensington area. Considering these facts, Staff recommends that the Board of Supervisors deny the appeal and sustain the County Planning Commission's approval of County File #DP17-3046, based on the attached findings and subject to the attached conditions of approval.

### CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors grants the appeal, the County Planning Commission's decision to uphold the County Zoning Administrator's approval of the residential remodel will be overturned. The owner of 7 Highgate Court would be unable to move forward with the remodel as proposed.

### CLERK'S ADDENDUM

**Speakers: Phil Warman of Posard Broek + Associates, with Allen Trigueiro (Appellant); Ms. Jeremy Patricia Stone (Owner); Joram Altman, architect (applicant); William Berland, resident of Berkeley; Vahid Sattary, resident of Kensington; Jan Zaitlin.**

*CLOSED the public hearing; DETERMINED that County File #DP17-3046 is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines section 15301(e)(1); DIRECTED the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk; APPROVED County File #DP17-3046, a development plan for a Kensington Design Review for the remodel of a single-family residence, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen; APPROVED the findings and conditions of approval from County File #DP17-3046; DENIED the appeal of Allen Trigueiro; and DIRECTED an additional condition of approval be added to complete a survey to verify the existing roof height and the finished height of the roof and skylight.*

## AGENDA ATTACHMENTS

Maps

Project Plans

Revised South Elevation Submitted on July 27, 2018

Trigueiro CPC Appeal

Letter to the Board of Supervisors from William S. Berland dated August 27, 2018

CPC Approved Findings & COA's

CPC Staff Report

Trigueiro ZA Appeal

Letter to Planning Commission from William S. Berland dated June 1, 2018

Summary of the Zoning Administrator's Response to the Letter of Opposition dated March 19, 2018

Public Comments - 9 Letters of Support

ZA Staff Report

Public Comments - Letter of Opposition dated March 19, 2018

Site Photos

Power Point

## MINUTES ATTACHMENTS

Appellant- Letter and Powerpoint Presentation

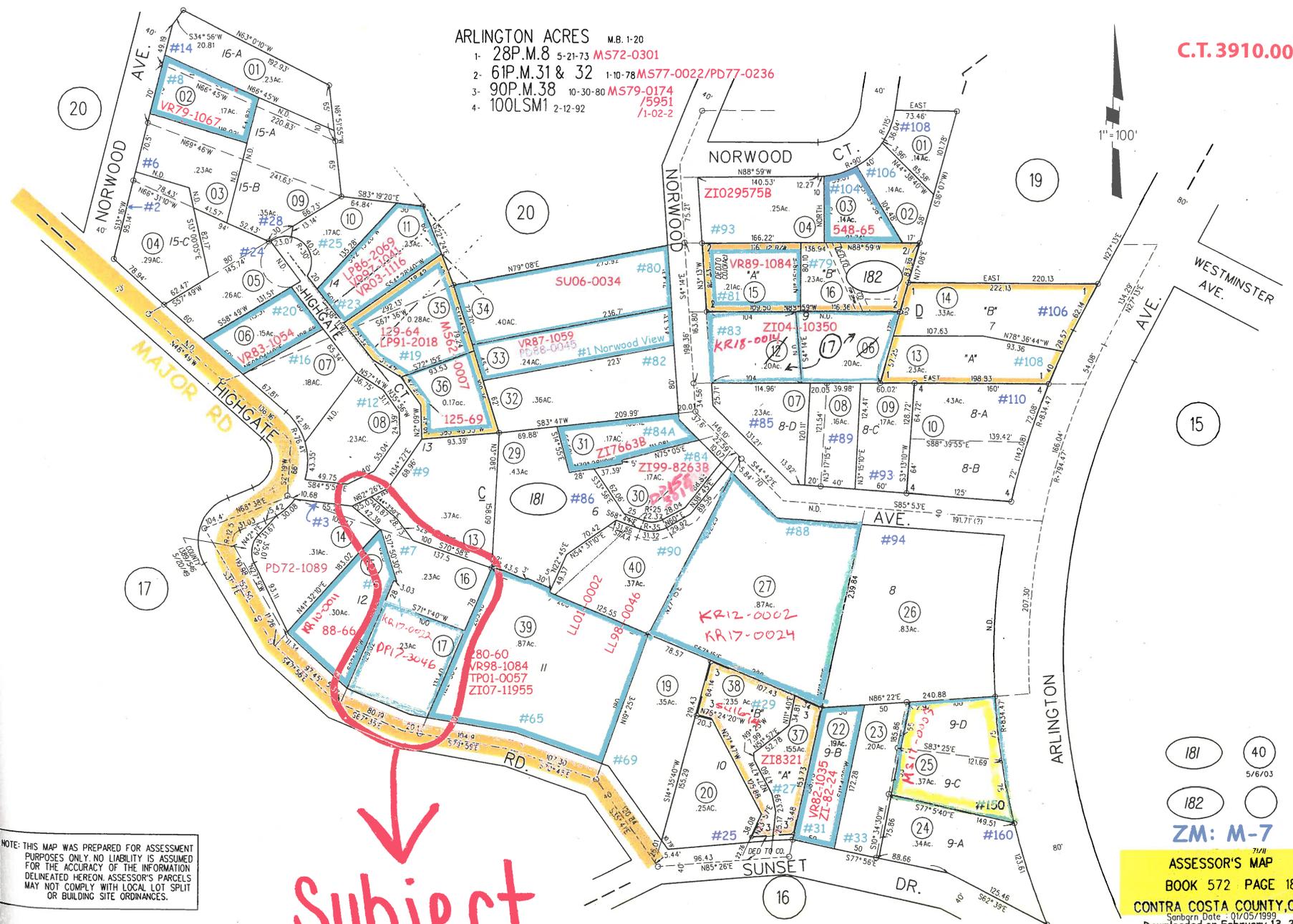
Owner-PowerPoint Presentation

ARLINGTON ACRES M.B. 1-20

- 1- 28P.M.8 5-21-73 MS72-0301
- 2- 61P.M.31 & 32 1-10-78 MS77-0022/PD77-0236
- 3- 90P.M.38 10-30-80 MS79-0174 /5951 /1-02-2
- 4- 100LSM1 2-12-92

C.T. 3910.00

1" = 100'



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

Subject site

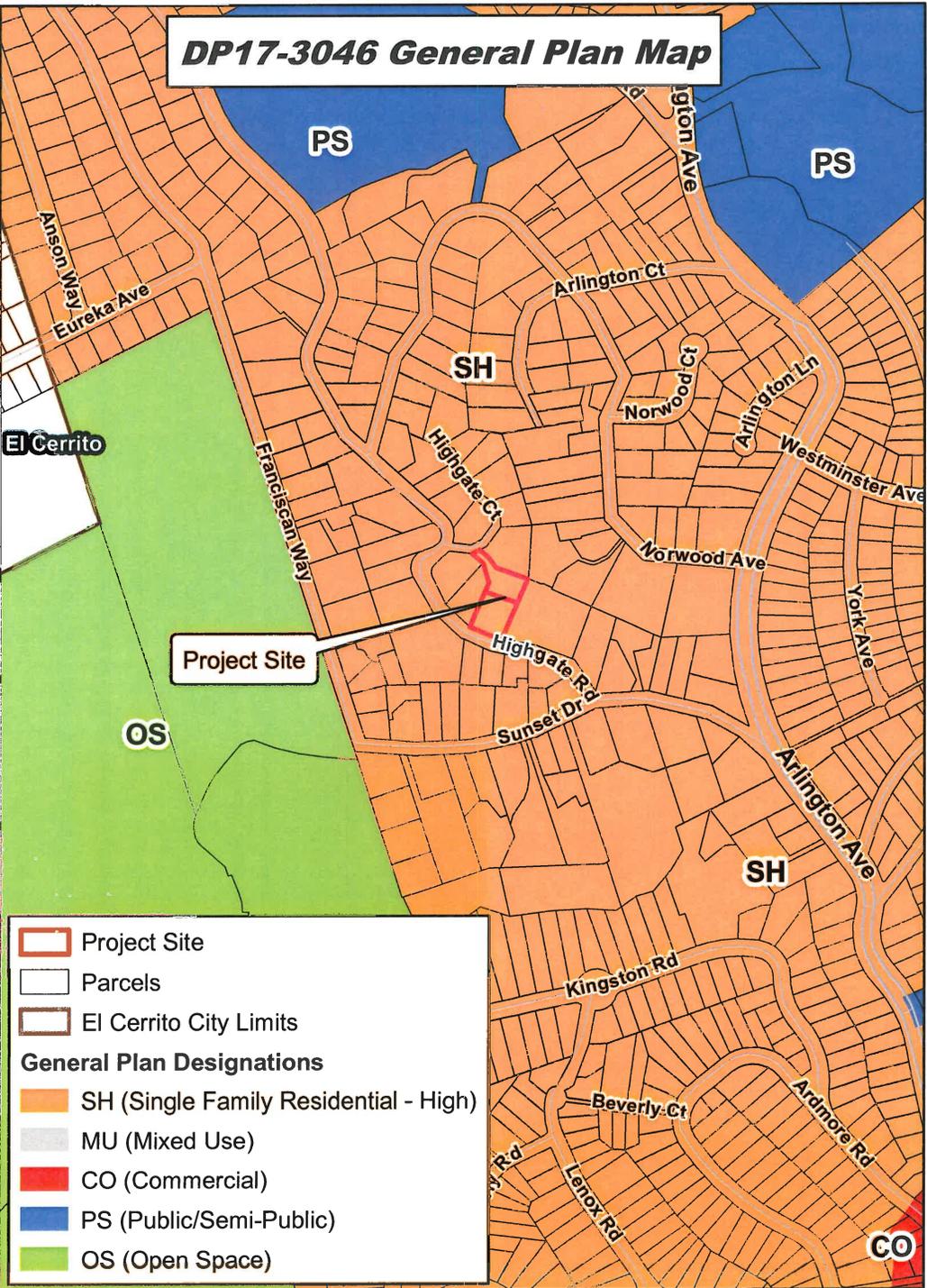
181 40  
5/6/03

182

ZM: M-7

ASSESSOR'S MAP  
BOOK 572 PAGE 18  
CONTRA COSTA COUNTY, CALIF.  
Sanborn Date - 01/05/1999  
Downloaded on February 13, 2008

# DP17-3046 General Plan Map

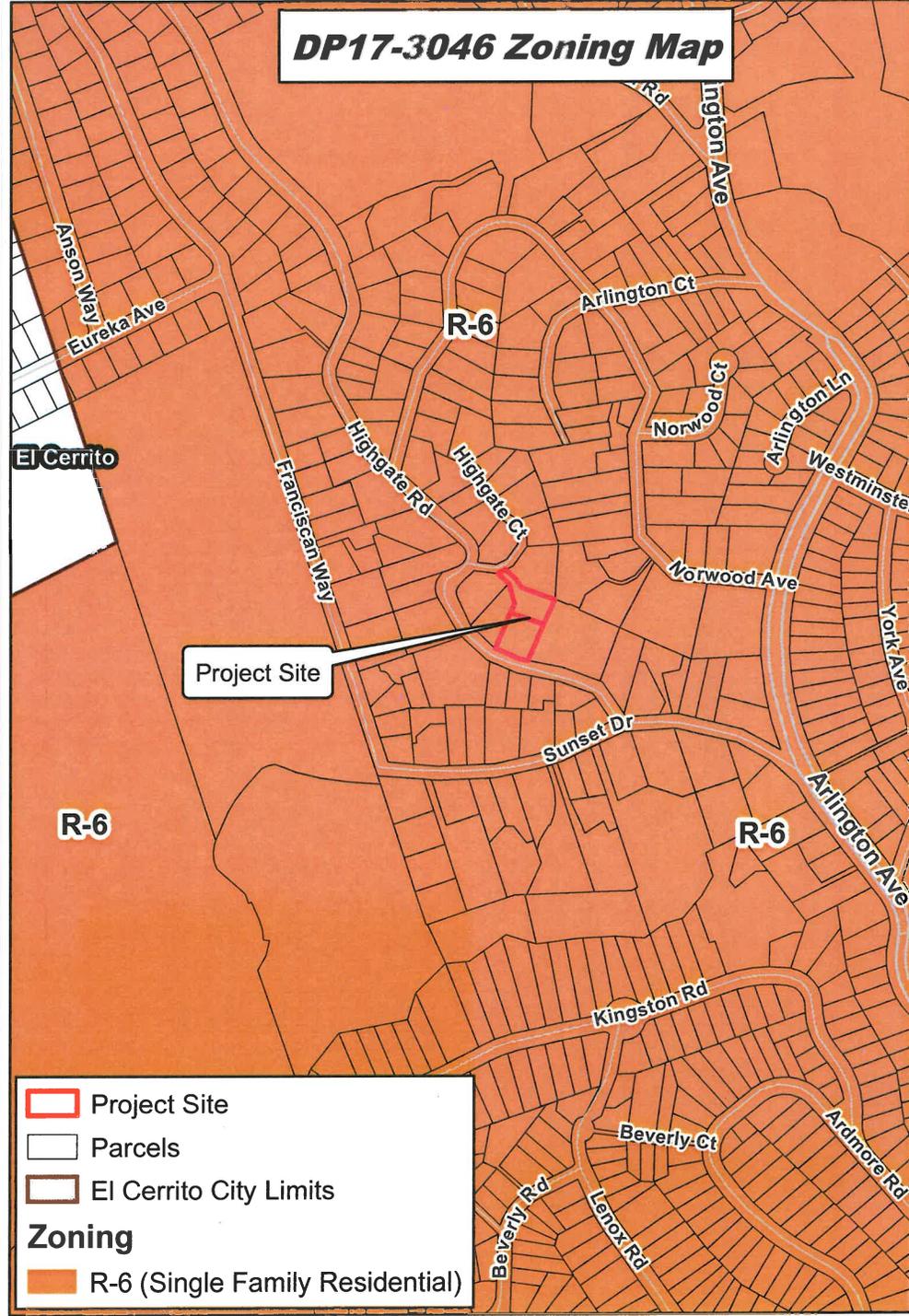


- Project Site
- Parcels
- El Cerrito City Limits

**General Plan Designations**

- SH (Single Family Residential - High)
- MU (Mixed Use)
- CO (Commercial)
- PS (Public/Semi-Public)
- OS (Open Space)

# DP17-3046 Zoning Map



- Project Site
- Parcels
- El Cerrito City Limits

**Zoning**

- R-6 (Single Family Residential)



Map Created 6/18/2018  
 by Contra Costa County Department of  
 Conservation and Development, GIS Group  
 30 Muir Road, Martinez, CA 94553

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be



# DP17-3046 Aerial Photograph



## Legend

-  Project Site
-  Parcels



Map Created 6/18/2018  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

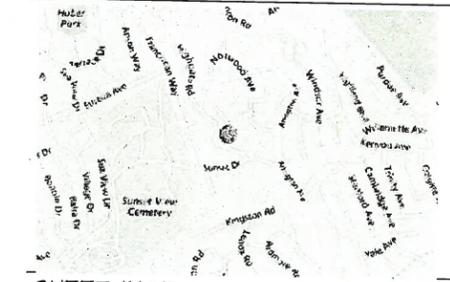
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**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-017016

**LOCATION MAP**



**SHEET INDEX**

- ARCHITECTURAL:**  
 A0.1 PLOT PLAN & PROJECT DATA  
 A0.2 SITE AND DRIVEWAY ENLARGED PLAN  
 A1.1 EXISTING / DEMO PLAN  
 A1.2 EXISTING / DEMO PLAN  
 A2.1 REMODELED FLOOR PLAN  
 A2.2 REMODELED FLOOR PLAN  
 A2.3 REMODELED ROOF PLAN  
 A3.1 EXISTING ELEVATIONS  
 A3.2 EXISTING ELEVATIONS  
 A3.3 REMODELED ELEVATIONS  
 A3.4 REMODELED ELEVATIONS

**PROJECT SCOPE OF WORK**

**1ST FLOOR:** MINOR BATHROOM UPDATES AND FINISHES, NEW CLOSETS IN BEDROOMS, UPGRADE HYDRONIC HEATER, REPLACE DECKING AND GUARDRAIL, NEW LIGHTING, SMOKE DETECTORS AND RECEPTACLE CODE UPGRADE.

**2ND FLOOR:** REMODEL KITCHEN AND MASTER BATHROOM, NEW LAUNDRY ROOM, MINOR WALL REMOVAL, REMOVE (E) POPOUT AT KITCHEN, REPAIR DECKING AND GUARDRAIL, NEW LIGHTING, SMOKE DETECTORS AND RECEPTACLE CODE UPGRADE.

**ROOF:** NEW ROOF AND INSULATION, NEW SKYLIGHTS AND KITCHEN EXHAUST FAN.

**EXTERIOR:** REPLACE EXISTING GLAZING AND SLIDING DOORS AND ADD NEW OPERABLE WINDOWS, NEW WALL INSULATION, REPAIR AND REBUILT DECK ON GRADE AT HOT TUB AREA.

VOLUNTARY STRUCTURAL SEISMIC UPGRADE

**PROJECT INFORMATION**

APPLICABLE CODES: 2016 CALIFORNIA RESIDENTIAL CODE

OCCUPANCY GROUP: (E) AND (N) R3

CONSTRUCTION TYPE: (E) AND (N) V-B

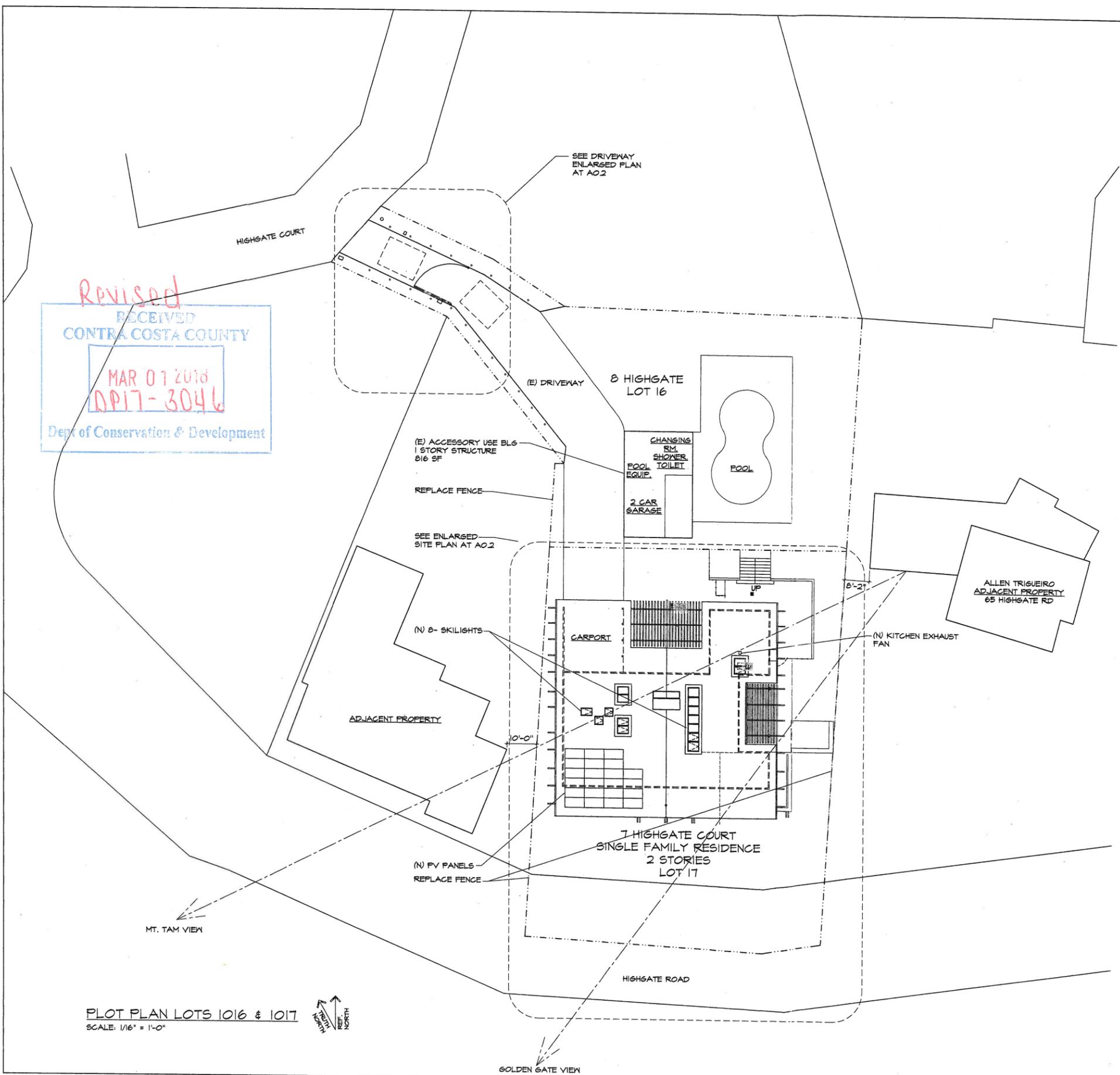
STORIES: (E) AND (N) 2 STORIES

AREA TABLE (SF)				
PARCEL AREA: 10,215 (LOT 16) + 11,203 (LOT 17) = 21,418 SF				
	EXISTING	NEW	PROPOSED	
LOT 16 ACCESSORY USE	816	---	816	
LOT 17 SINGLE FAMILY RESIDENCE	FIRST FLOOR	1212	1212	
	SECOND FLOOR	2851	-8	2843
	TOTAL	4063	-8	4055
	COVERED CARPORT	433	---	433
	COVERED DECKS	843	---	843
COVERED ENTRY COURT	237	---	237	
GROSS FLOOR AREA	5576	-8	6384	
UNCOVERED DECK ON GRADE	152	---	152	
UNCOVERED PATIOS	991	---	991*	
LANDSCAPE AREA	938	---	938	
UNCOVERED POOL AREA	1800	---	1800	

\* CONVERT IMPERMEABLE PATIO AREA INTO PERMEABLE

Revised

RECEIVED  
 CONTRA COSTA COUNTY  
 MAR 07 2018  
 DP17-3046  
 Dept of Conservation & Development



PLOT PLAN LOTS 1016 & 1017  
 SCALE: 1/16" = 1'-0"



ISSUED FOR:

02/15/17	Client Meeting
04/11/17	Client Meeting Revisions
06/08/17	Issue to Frameworks
07/19/17	Client Meeting
08/25/17	Design Review
10/12/17	Bld
10/25/17	Development Plan
11/28/17	Hearing
01/24/18	Interior Remodel Permit
03/01/18	Rev Dev Plan (add lot 16)

SHEET TITLE

Project Data and Plot Plan

JOB #: 21606  
 DATE: 10/11/17  
 DRAWN BY: DB  
 SCALE: AS NOTED

A0.1



**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-0171016

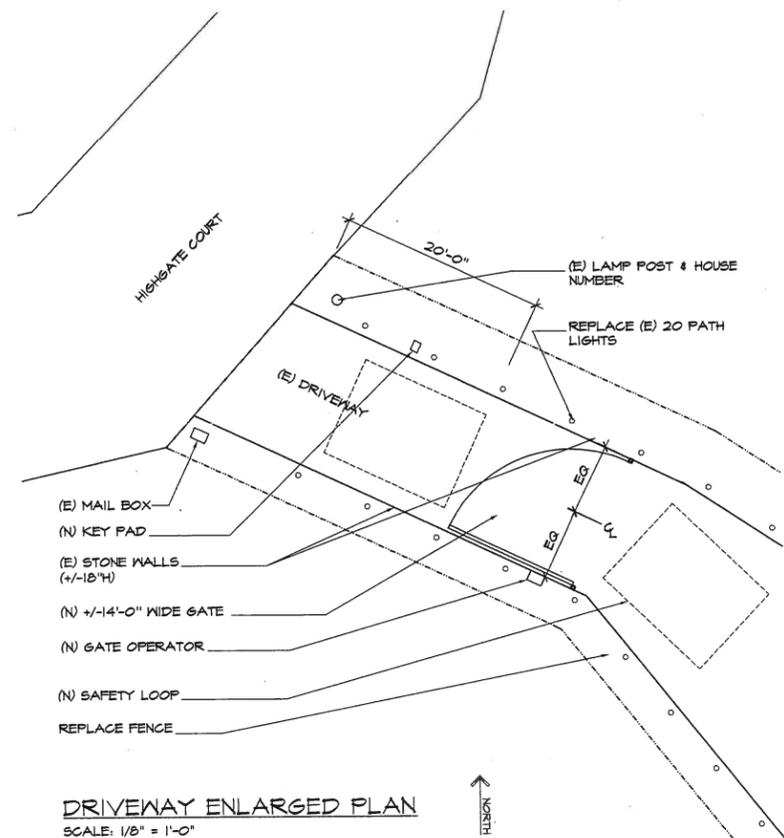
ISSUED FOR:
02/15/17 Client Meeting
04/11/17 Client Meeting Revisions
06/08/17 Issue to Frameworks
07/19/17 Client Meeting
08/25/17 Design Review
10/12/17 Bid
10/25/17 Development Plan

SHEET TITLE

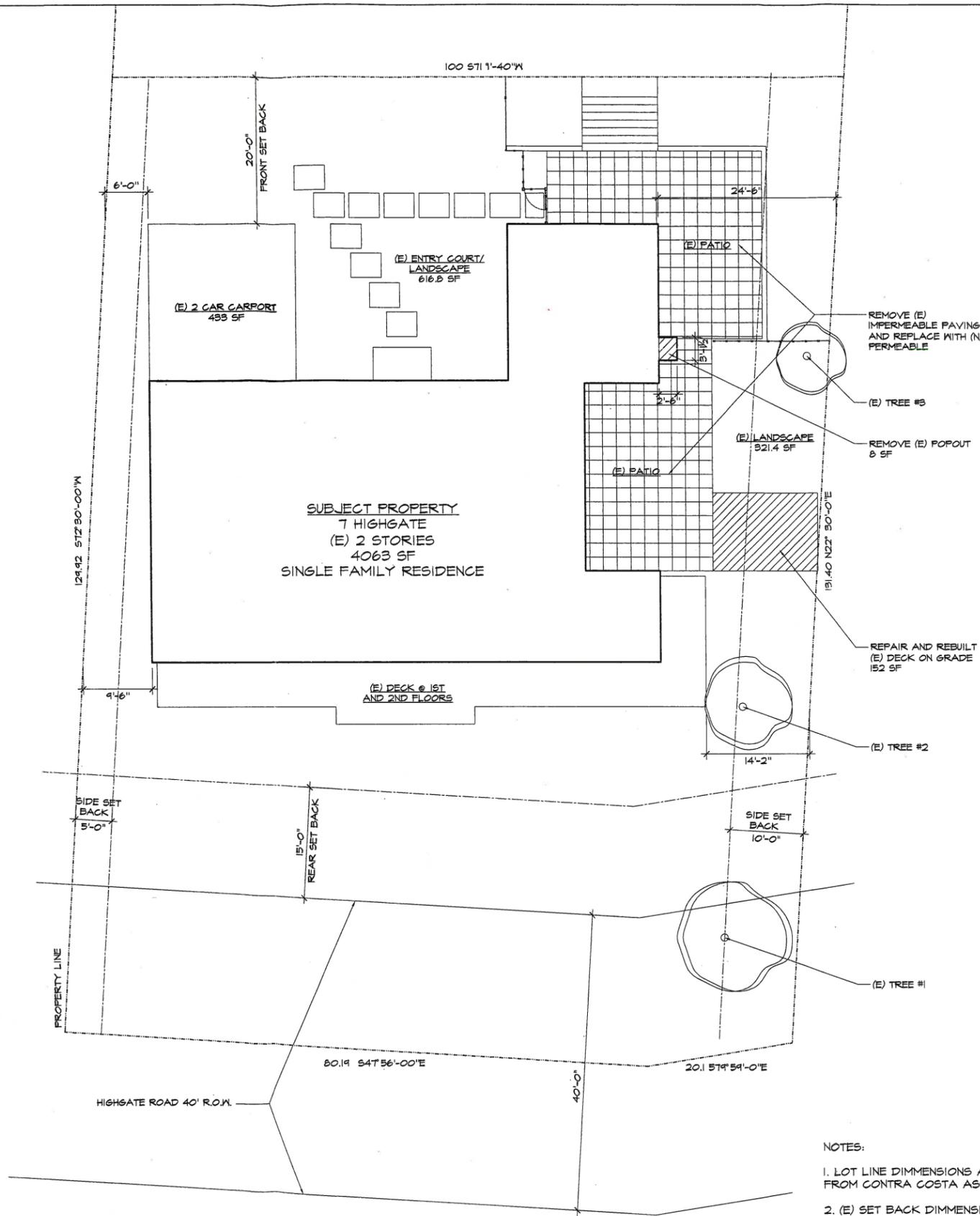
**Site and Driveway Enlarged Plan**

JOB #:	21606
DATE:	10/11/17
DRAWN BY:	DB
SCALE:	AS NOTED

**A0.2**



**DRIVEWAY ENLARGED PLAN**  
 SCALE: 1/8" = 1'-0"



**REMODELED SITE PLAN**  
 SCALE: 1/8" = 1'-0"

**NOTES:**

1. LOT LINE DIMENSIONS AND ORIENTATION DERIVED FROM CONTRA COSTA ASSESSOR'S MAP.
2. (E) SET BACK DIMENSIONS ARE TAKEN FOR (E) FENCES @ PROPERTY LINE, SO ARE APPROXIMATE.
3. (E) TREES 1, 2, 3 ON SITE TO BE PRESERVED WITHOUT ALTERATION.





**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-0171016

ISSUED FOR:

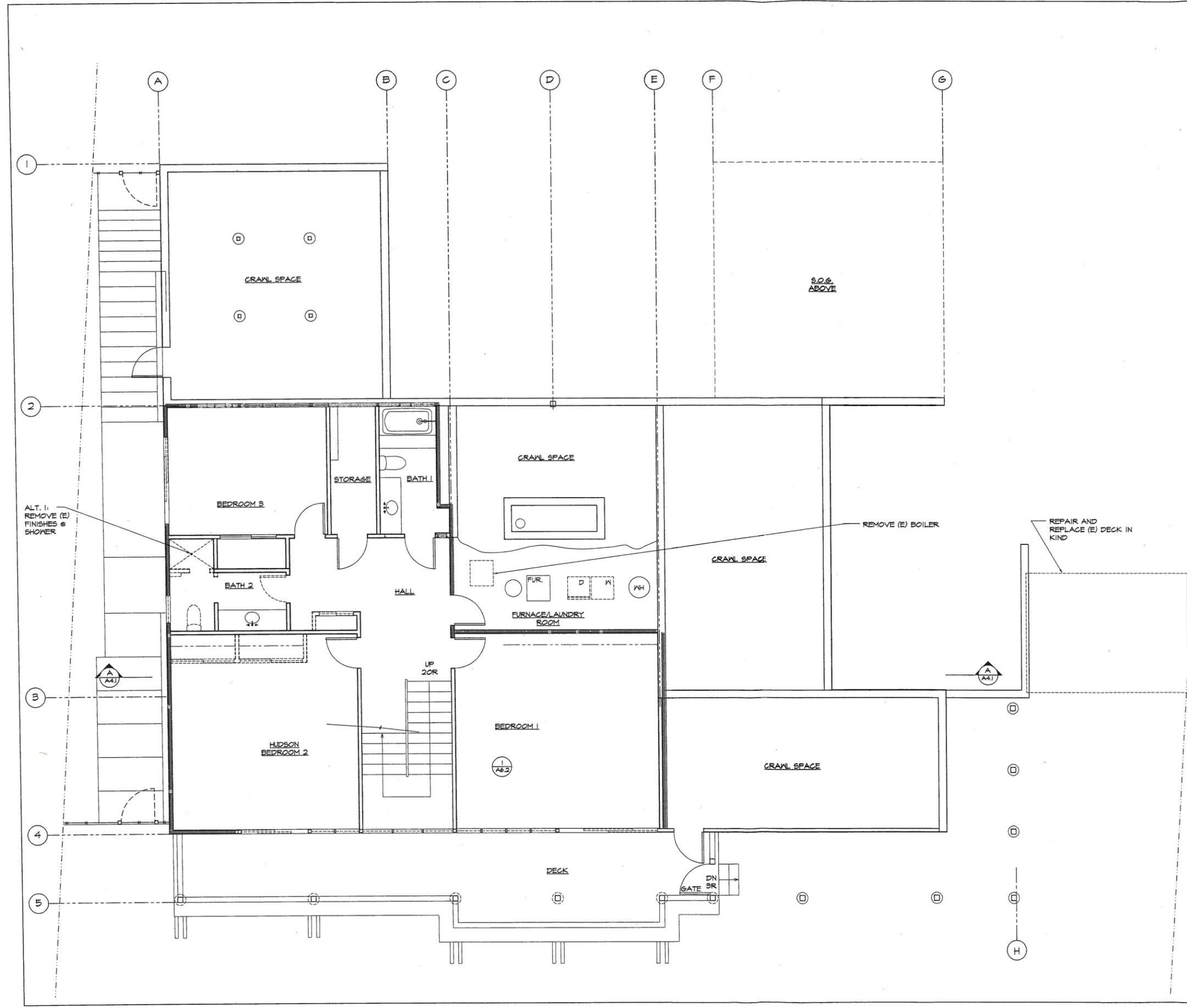
02/15/17	Client Meeting
04/11/17	Client Meeting Revisions
06/08/17	Issue to Frameworks
07/18/17	Client Meeting
08/25/17	Design Review
10/12/17	Bid
10/25/17	Development Plan

SHEET TITLE

Existing/Demo  
 Plans

JOB #:	21606
DATE:	10/11/17
DRAWN BY:	DB
SCALE:	AS NOTED

**A1.1**



**PLAN LEGEND**

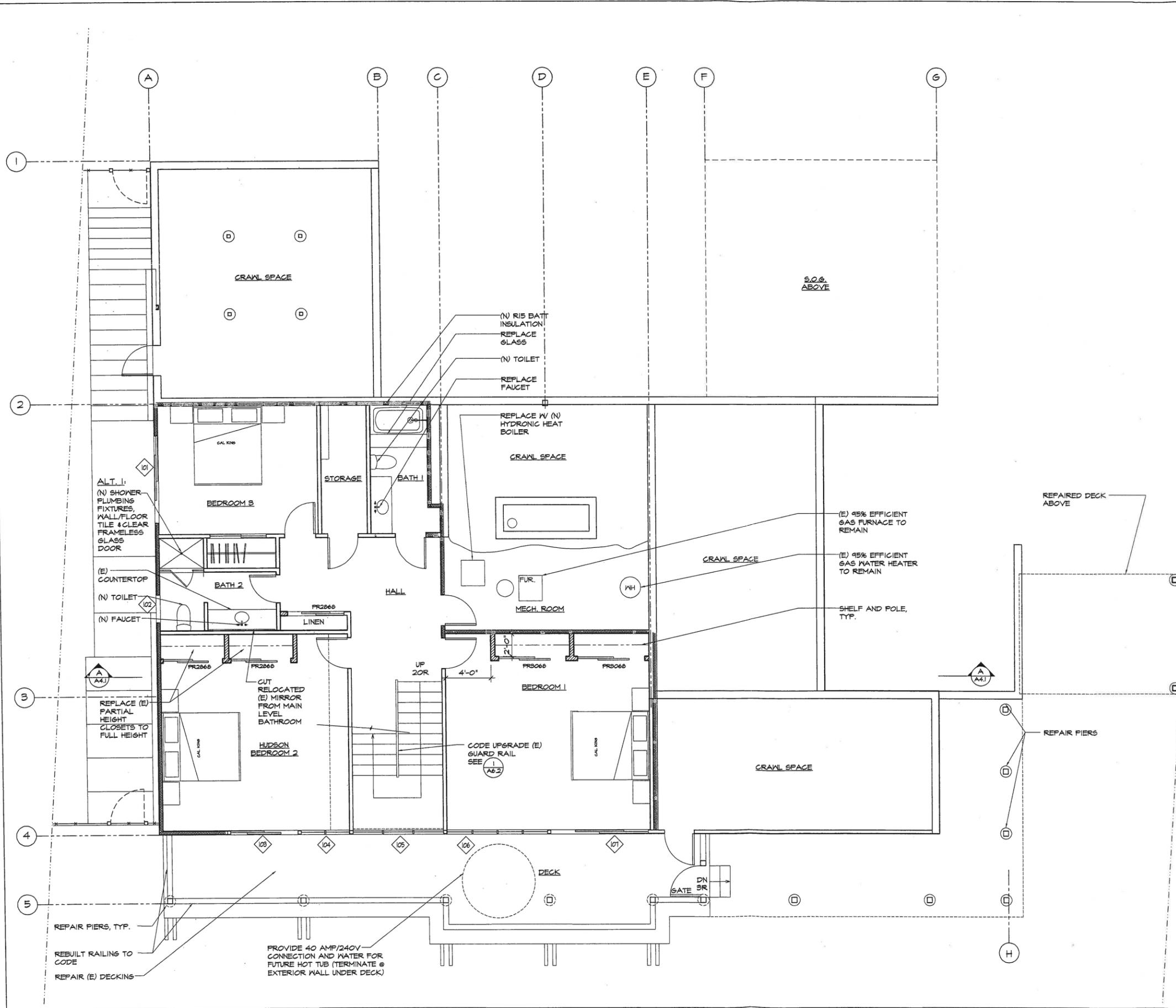
EXISTING WALL TO REMAIN	=====
EXISTING WALL/DOOR/WINDOW TO BE REMOVED	- - - - -

**EXISTING/DEMO LOWER LEVEL PLAN**  
 SCALE 1/4"=1'-0"





**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-0171016



**PLAN LEGEND**

EXISTING WALL/DOOR/WINDOW TO BE REMOVED	---
EXISTING WALL TO REMAIN	=====
EXISTING EXTERIOR WALL W/ (N) RIS BATT INSULATION	=====
(N) ONE HOUR RATED WALL, 2X4 @ 16" O.C. (U.O.N) WALL W/ 5/8" FIRE RATED GYP. EACH SIDE AND RIS INSULATION @ EXT. WALLS	=====
(N) 2X4 @ 16" O.C. (U.O.N) WALL W/ 1/2" GYP. OR 1/2" MDF (SEE FINISH SCHEDULE) EACH SIDE AND RIS INSULATION @ EXT. WALLS	=====
(N) CONCRETE BLOCK WALL	=====
DOOR SIZE (8'-0" X 6'-8" H) TYP. DOOR SOLID CORE, FLUSH, PAINT GRADE	3066
WINDOW MARK- SEE WINDOW SCHEDULE A6.1-2	104
INTERIOR ELEVATION REFERENCE SEE SHEETS A6.1-3	2 A6.1-3

**REMODELED LOWER LEVEL**  
 SCALE 1/4"=1'-0"



ISSUED FOR:

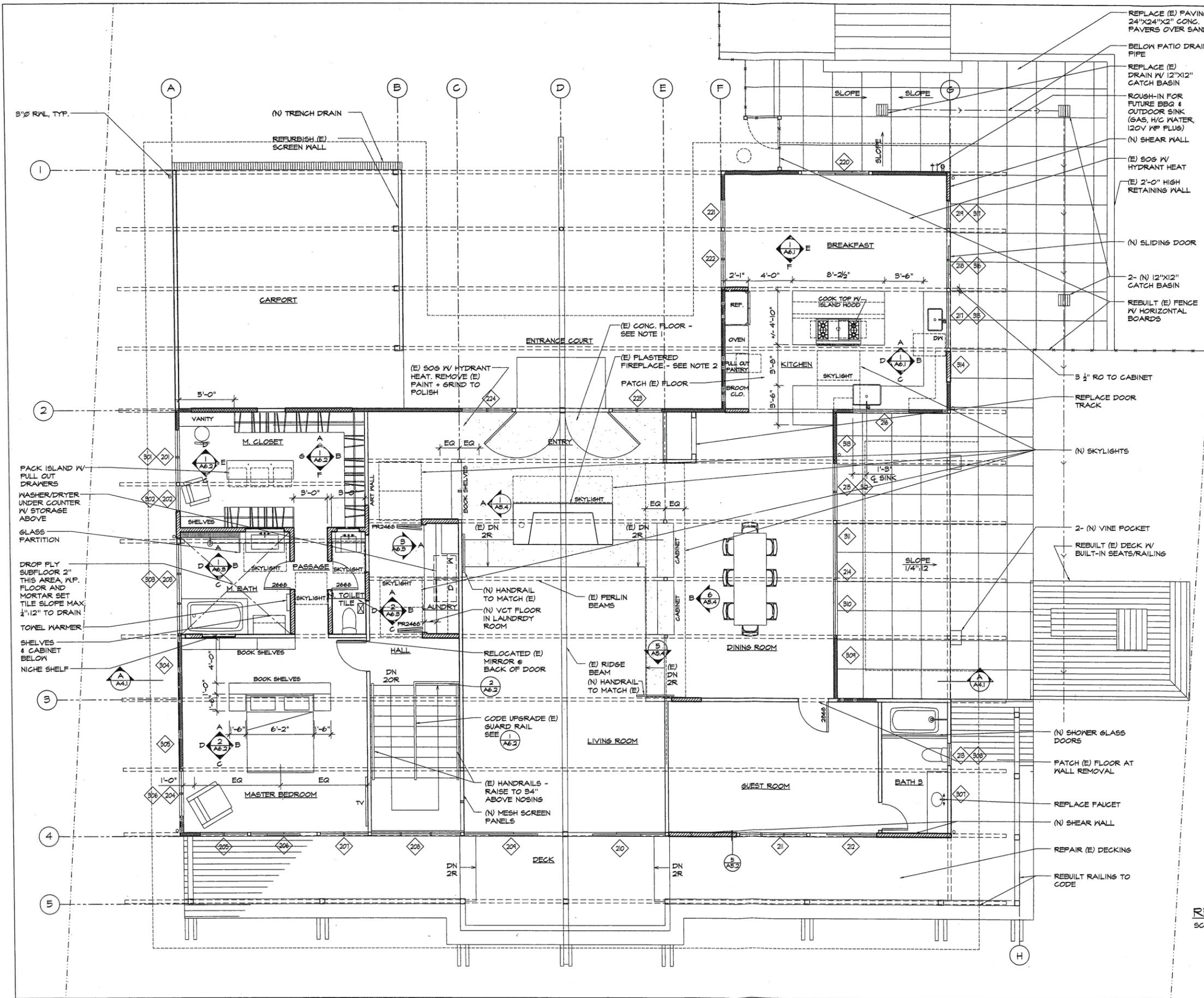
02/15/17	Client Meeting
04/11/17	Client Meeting Revisions
06/08/17	Issue to Frameworks
07/19/17	Client Meeting
08/25/17	Design Review
10/12/17	Bld
10/25/17	Development Plan

SHEET TITLE

Remodeled Plans

JOB #:	21606
DATE:	10/11/17
DRAWN BY:	DB
SCALE:	AS NOTED

**A2.1**



REPLACE (E) FAVING W/ 24"x24"x2" CONC. PAVERS OVER SAND

BELOW PATIO DRAIN PIPE

REPLACE (E) DRAIN W/ 12"x12" CATCH BASIN

ROUGH-IN FOR FUTURE BBQ & OUTDOOR SINK (GAS, H/C WATER, 120V W/ FLUS)

(N) SHEAR WALL

(E) SOS W/ HYDRANT HEAT

(E) 2'-0" HIGH RETAINING WALL

(N) SLIDING DOOR

2- (N) 12"x12" CATCH BASIN

REBUILT (E) FENCE W/ HORIZONTAL BOARDS

3 1/2" RD TO CABINET

REPLACE DOOR TRACK

(N) SKYLIGHTS

2- (N) VINE POCKET

REBUILT (E) DECK W/ BUILT-IN SEATS/RAILING

(N) SHOWER GLASS DOORS

PATCH (E) FLOOR AT WALL REMOVAL

REPLACE FAUCET

(N) SHEAR WALL

REPAIR (E) DECKING

REBUILT RAILING TO CODE

NOTE 1: (E) CONC. FLOOR ASSUMED TO BE STAINED BLACK. GRIND (E) CONC. FLOOR TO REMOVE STAIN FINISH. RESEAL W/ CLEAR SEALANT. ALTERNATIVE: PAINT FLOOR.

NOTE 2: REPLASTER OVER (E) PASTER FINISH W/ INTEGRAL COLOR PLASTER STEEL TROMEL FINISH.

**COUNTER TOP AREA CALC.**

KITCHEN: 23.8+26+5.4+42.6 = 97.8 SF

MASTER BATH: 4.6+20.6(TUB DECK)+(NICHE) = 26.2 SF

USE TUB DECK CUT OUT FOR VANITY COUNTER

**PLAN LEGEND**

EXISTING WALL/DOOR/WINDOW TO BE REMOVED

EXISTING WALL TO REMAIN

EXISTING EXTERIOR WALL W/ (N) RIS BATT INSULATION

(N) ONE HOUR RATED WALL: 2X4 @ 16" O.C. (U.O.N) WALL W/ 5/8" FIRE RATED GYP. EACH SIDE AND RIS INSULATION @ EXT. WALLS

(N) 2X4 @ 16" O.C. (U.O.N) WALL W/ 1/2" GYP. OR 1" MDF (SEE FINISH SCHEDULE) EACH SIDE AND RIS INSULATION @ EXT. WALLS

(N) CONCRETE BLOCK WALL

DOOR SIZE (8'-0" W X 6'-8" H) TYP. DOOR SOLID CORE, FLUSH, PAINT GRADE

WINDOW MARK- SEE WINDOW SCHEDULE A6.1-2

INTERIOR ELEVATION REFERENCE SEE SHEETS A6.1-3

**REMODELED MAIN LEVEL**  
SCALE 1/4"=1'-0"

JORAM S. ALTMAN  
ARCHITECT  
819 Alvarado Street  
San Francisco CA 94114  
415. 282. 2626 tel  
joram@jsaarchitect.com



**RESIDENCE REMODEL**  
7 HIGHGATE COURT - KESINGTON, CA  
APN: 572-18-017/016

ISSUED FOR:

- 02/15/17 Client Meeting
- 04/11/17 Client Meeting Revisions
- 06/08/17 Issue to Frameworks
- 07/19/17 Client Meeting
- 08/25/17 Design Review
- 10/12/17 Bid
- 10/25/17 Development Plan

SHEET TITLE

Remodeled Plans

JOB #: 21606  
DATE: 10/11/17  
DRAWN BY: DB  
SCALE: AS NOTED

**A2.2**



**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-017/016

ISSUED FOR:

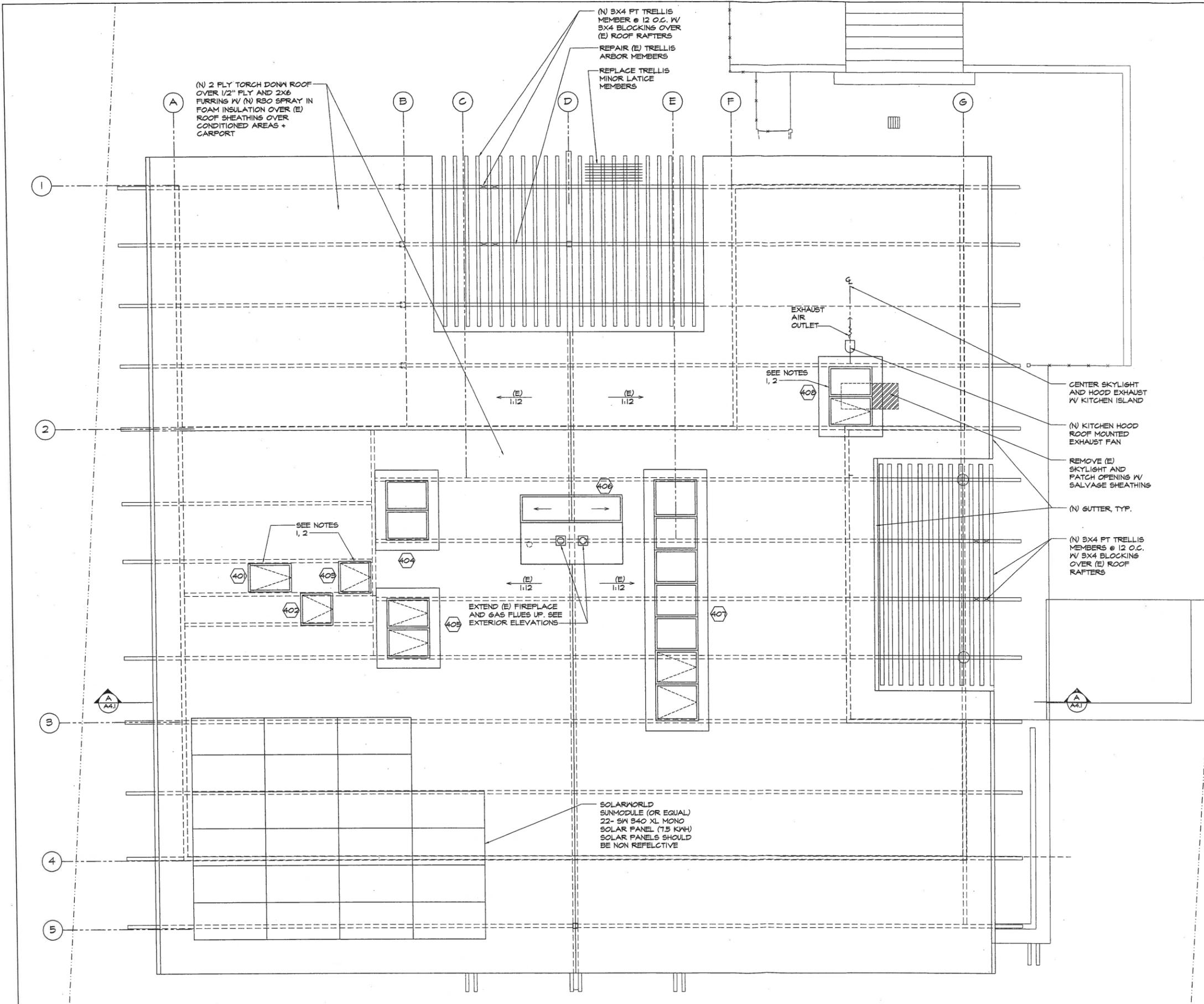
02/15/17	Client Meeting
04/11/17	Client Meeting Revision
06/08/17	Issue to Frameworks
07/19/17	Client Meeting
08/25/17	Design Review
10/12/17	Bld
10/25/17	Development Plan

SHEET TITLE

Remodeled Roof Plan

JOB #: 21806  
 DATE: 10/11/17  
 DRAWN BY: DB  
 SCALE: AS NOTED

**A2.3**



NOTES:  
 1. ALL ROOF TOP PLUMBING VENTS TO BE LOCATED MIN. 10' AWAY AND 5' ABOVE FROM OPERABLE SKYLIGHTS  
 2. ALL ROOF TOP PLUMBING VENTS TO BE LOCATED MIN. 5' AWAY FROM ENVIRONMENTAL VENTS (KITCHEN HOOD, BATHROOM EXHAUST FANS)

**PLAN LEGEND**

EXISTING WALL/DOOR/WINDOW TO BE REMOVED	-----
EXISTING WALL TO REMAIN	=====
(N) ONE HOUR RATED WALL: 2X4 @ 16\"/>	

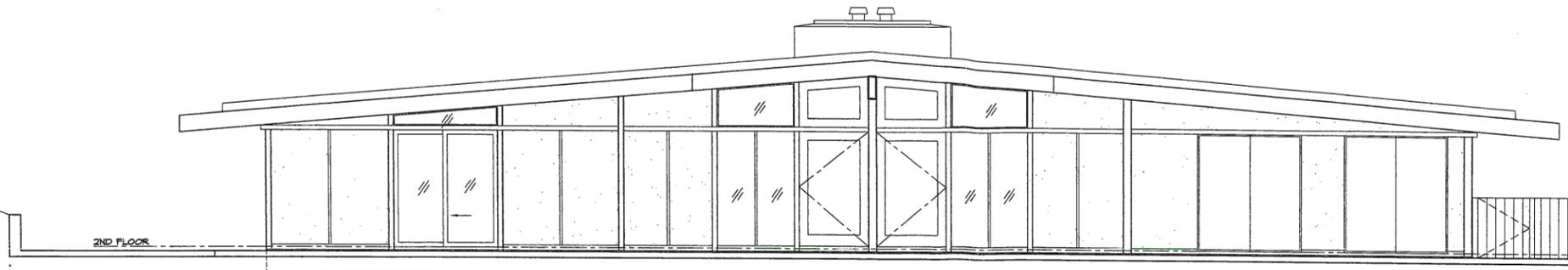
**REMODELED ROOF PLAN**  
 SCALE 1/4"=1'-0"



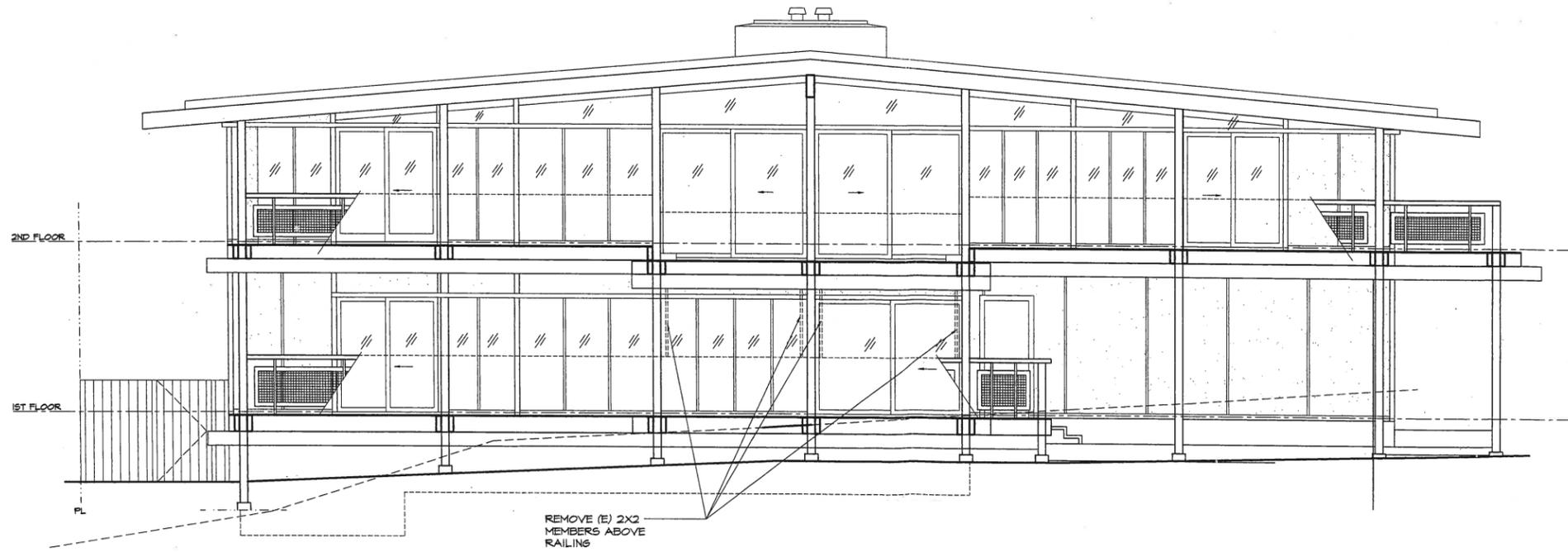
JORAM S. ALTMAN  
 ARCHITECT  
 819 Alvarado Street  
 San Francisco CA 94114  
 415. 282. 2626 tel  
 joram@jrsaarchitect.com



**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-017/016



EXISTING NORTH ELEVATION  
 SCALE 1/4"=1'-0"



EXISTING SOUTH ELEVATION  
 SCALE 1/4"=1'-0"

ISSUED FOR:	
02/15/17	Client Meeting
04/11/17	Client Meeting Revisions
06/08/17	Issue to Frameworks
07/18/17	Client Meeting
08/25/17	Design Review
10/12/17	Bid
10/25/17	Development Plan

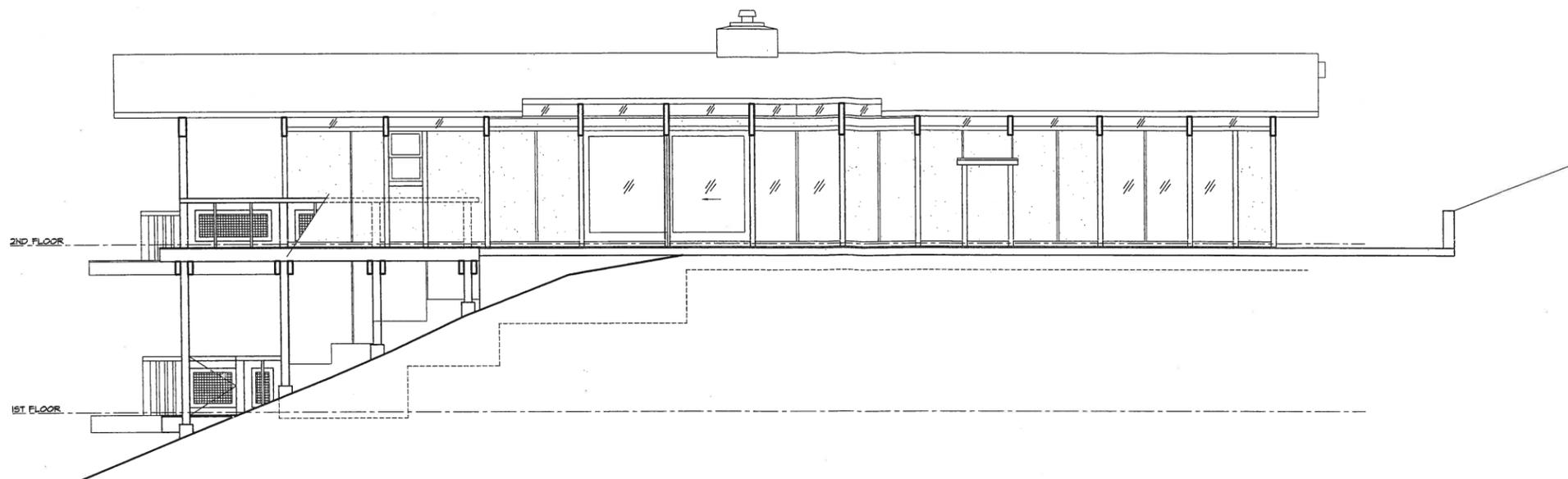
SHEET TITLE

Existing Elevations

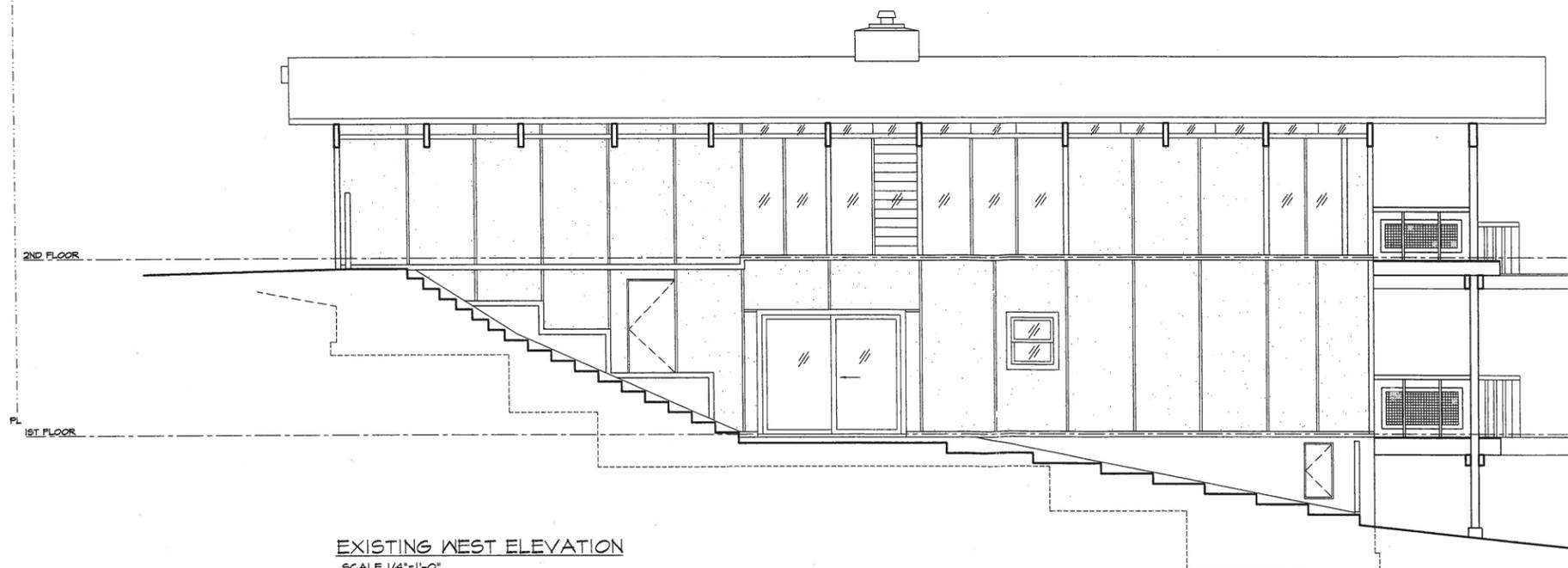
JOB #:	21606
DATE:	10/11/17
DRAWN BY:	DB
SCALE:	AS NOTED

A3.1

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 joram@jsaarchitect.com



EXISTING EAST ELEVATION  
 SCALE 1/4"=1'-0"



EXISTING WEST ELEVATION  
 SCALE 1/4"=1'-0"

RESIDENCE REMODEL  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-0177016

ISSUED FOR:	
02/15/17	Client Meeting
04/11/17	Client Meeting Revisions
06/08/17	Issue to Frameworks
07/19/17	Client Meeting
08/25/17	Design Review
10/12/17	Bld
10/25/17	Development Plan

SHEET TITLE

Existing Elevations

JOB #: 21606  
 DATE: 10/11/17  
 DRAWN BY: DB  
 SCALE: AS NOTED

A3.2



**RESIDENCE REMODEL**  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-017016

ISSUED FOR:

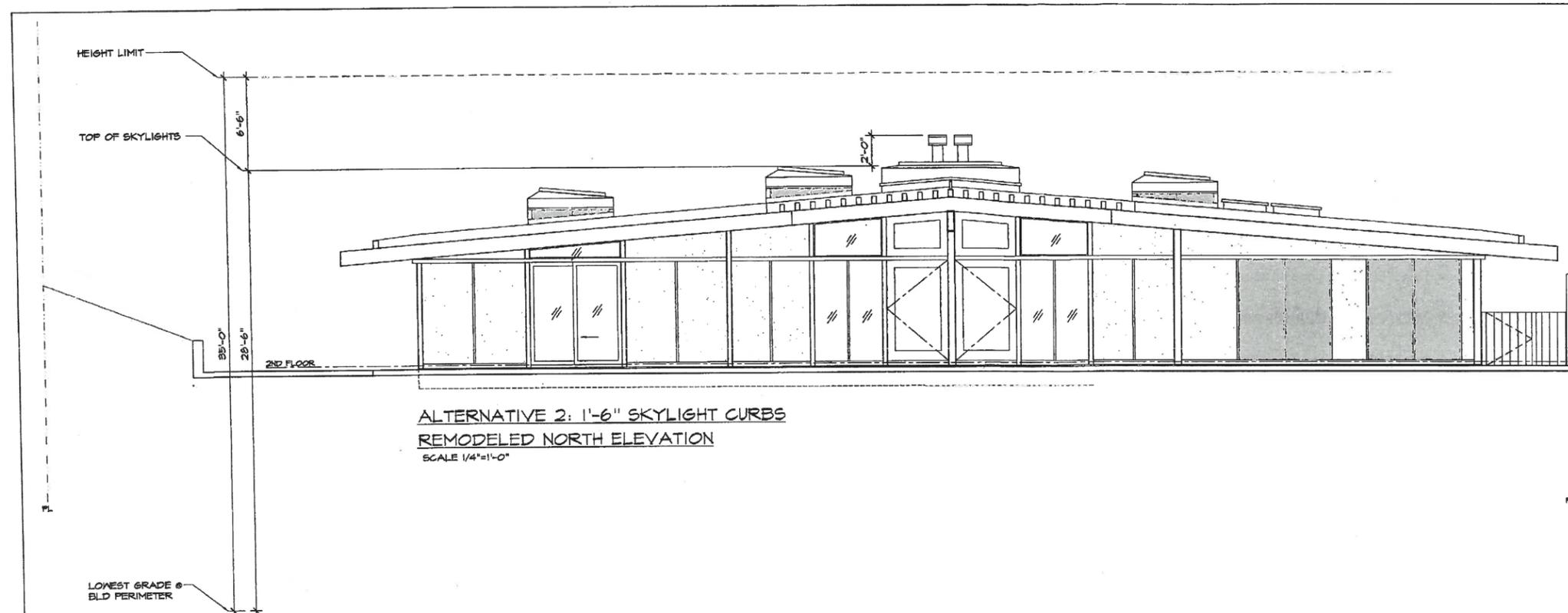
02/15/17	Client Meeting
04/11/17	Client Meeting Revisions
05/08/17	Issue to Frameworks
07/19/17	Client Meeting
09/25/17	Design Review
10/12/17	Bid
10/25/17	Development Plan
11/28/17	Hearing

SHEET TITLE

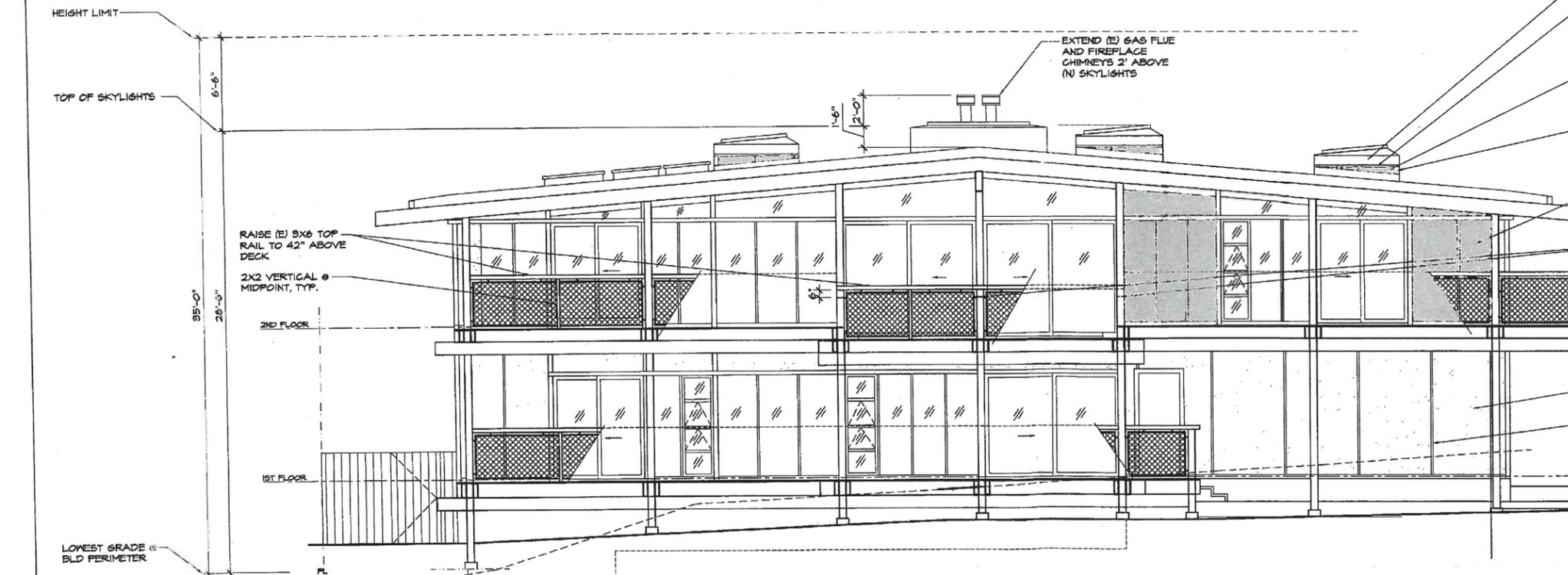
Remodeled  
 Elevations

JOB #:	21806
DATE:	10/11/17
DRAWN BY:	DB
SCALE:	AS NOTED

A3.3



ALTERNATIVE 2: 1'-6" SKYLIGHT CURBS  
 REMODELED NORTH ELEVATION  
 SCALE 1/4"=1'-0"



ALTERNATIVE 2: 1'-6" SKYLIGHT CURBS  
 REMODELED SOUTH ELEVATION  
 SCALE 1/4"=1'-0"

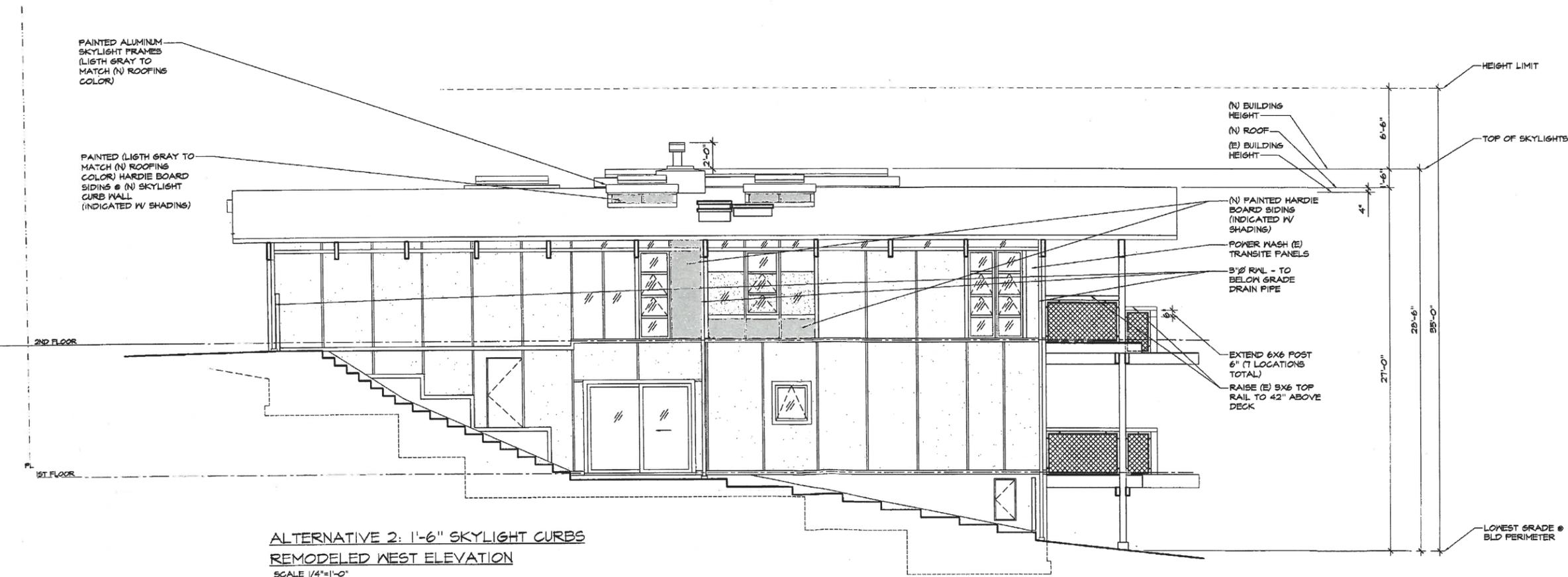
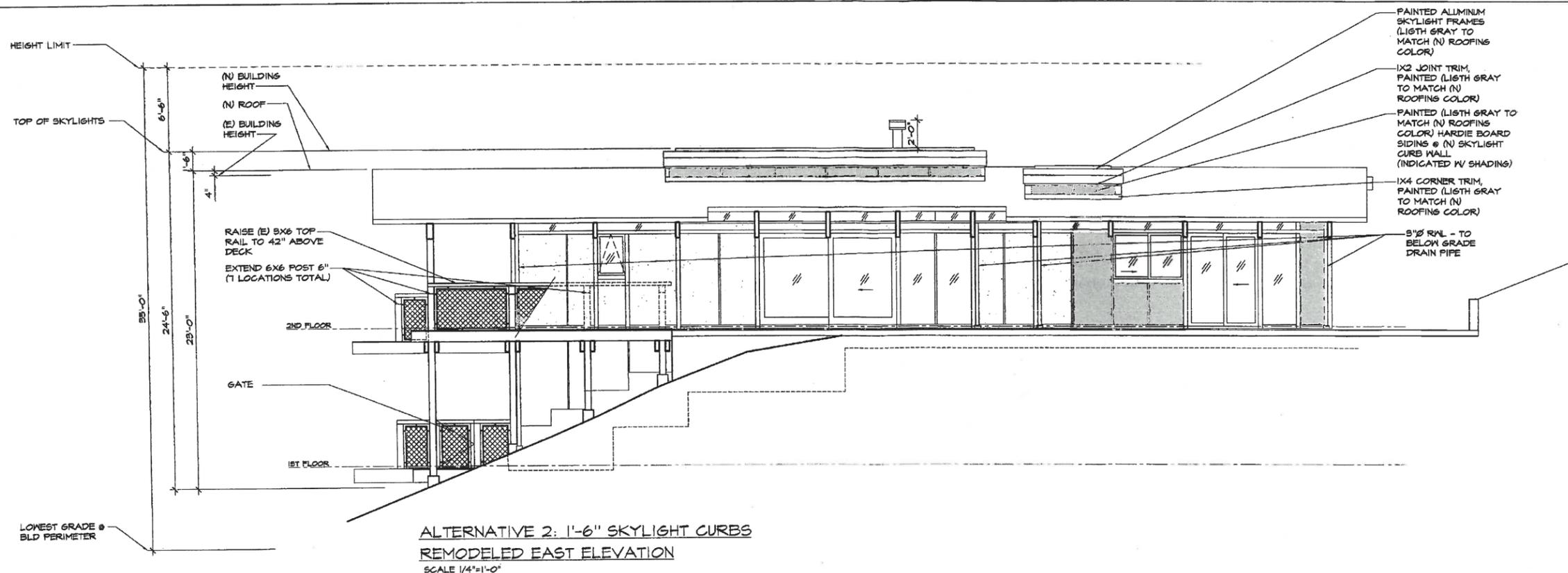
- PAINTED ALUMINUM SKYLIGHT FRAMES (LIGHT GRAY TO MATCH (N) ROOFING COLOR)
- 1X2 JOINT TRIM, PAINTED (LIGHT GRAY TO MATCH (N) ROOFING COLOR)
- PAINTED (LIGHT GRAY TO MATCH (N) ROOFING COLOR) HARDIE BOARD SIDING @ (N) SKYLIGHT CURB WALL (INDICATED W/ SHADING)
- 1X4 CORNER TRIM, PAINTED (LIGHT GRAY TO MATCH (N) ROOFING COLOR)
- (N) WALL PANELS, PAINTED HARDIE PANELS
- RAISE (E) 6X6 TOP RAIL TO 42" ABOVE DECK
- EXTEND 6X6 POST 6" (1 LOCATIONS TOTAL)
- (N) STAINLESS STEEL/NOVEN WIRE MESH FRAME PANELS, TYP.
- (E) TRANSITE PANELS - POWER WASH, TYP.
- (E) TRIM - REFINISH, TYP.

- EXTEND (E) GAS FLUE AND FIREPLACE CHIMNEYS 2' ABOVE (N) SKYLIGHTS
- RAISE (E) 6X6 TOP RAIL TO 42" ABOVE DECK
- 2X2 VERTICAL @ MIDPOINT, TYP.

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RESIDENCE REMODEL  
 7 HIGHGATE COURT - KESINGTON, CA  
 APN: 572-18-0171016



ISSUED FOR:

02/15/17	Client Meeting
04/11/17	Client Meeting Rentals
05/08/17	Issue to Frameworks
07/19/17	Client Meeting
08/25/17	Design Review
10/12/17	Bid
10/25/17	Development Plan
11/28/17	Hearing

SHEET TITLE

Remodeled Elevations

JOB #: 21606  
 DATE: 10/11/17  
 DRAWN BY: DB  
 SCALE: AS NOTED

A3.4

Revised

RECEIVED  
CONTRA COSTA COUNTY

JUL 27 2018  
DP17-3046

Dept of Conservation & Development

BLDG HEIGHT LIMIT

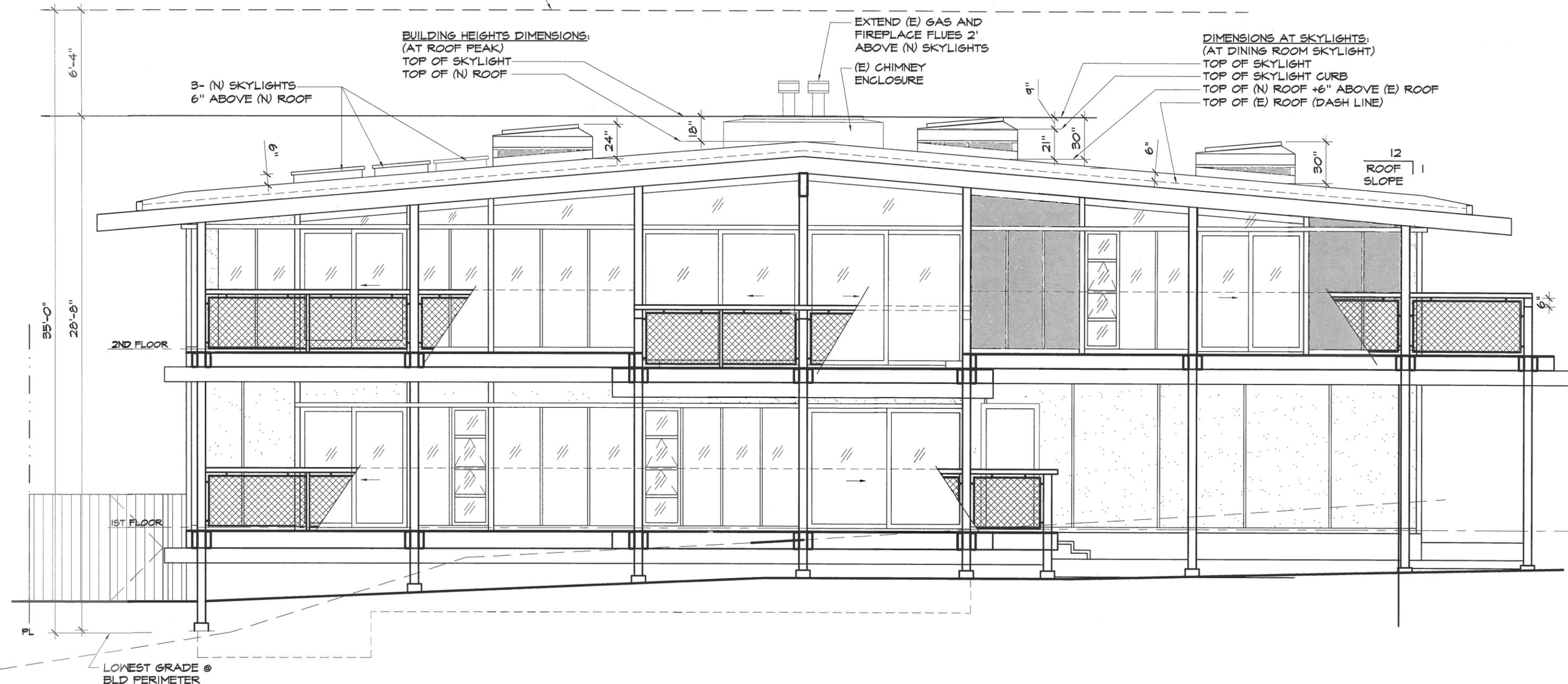
BUILDING HEIGHTS DIMENSIONS:  
(AT ROOF PEAK)  
TOP OF SKYLIGHT  
TOP OF (N) ROOF

EXTEND (E) GAS AND  
FIREPLACE FLUES 2'  
ABOVE (N) SKYLIGHTS  
(E) CHIMNEY  
ENCLOSURE

DIMENSIONS AT SKYLIGHTS:  
(AT DINING ROOM SKYLIGHT)  
TOP OF SKYLIGHT  
TOP OF SKYLIGHT CURB  
TOP OF (N) ROOF +6" ABOVE (E) ROOF  
TOP OF (E) ROOF (DASH LINE)

3- (N) SKYLIGHTS  
6" ABOVE (N) ROOF

12  
ROOF  
SLOPE 1



REMODELED SOUTH ELEVATION

Re: DP17-3046

Appeal letter

7 Highgate Ct  
Kensington Removal

JULY 5th, 2018

From: Allen TRIGUEIRO  
65 Highgate Rd  
Kensington, MA 04707  
(510) 816-4026  
TRIGUEIRO@gmail.com

CONTRA COSTA  
2018 JUL -5 PM12:55  
OFFICE OF PERMIT CENTER

Appeal:  
The south facing 23' long skylight obstructs about  $\frac{1}{3}$  of my Bay View. In  
objecting to the height of these skylights. Normal skylights, which will function perfectly  
in this application, are 6" above the roof (curb HT). These skylights are drawn to  
have an approximate curb of 30", sticking up considerably above the ridge of the  
house.

I will submit photos in the near future from my living room to explain my  
view loss, as well as other pertinent evidence.

Please email me when the next appeal hearing will be held. I never received  
the initial know notice and don't want to miss this.

Thank you,  
Allen Trigueiro

LAW OFFICES  
**FERGUSON & BERLAND**

A PROFESSIONAL CORPORATION

1816 FIFTH STREET • BERKELEY, CALIFORNIA 94710

MICHAEL C. FERGUSON  
WILLIAM S. BERLAND

TELEPHONE (510) 548-9005  
FAX (510) 548-3143

August 27, 2018

Via Hand Delivery

Board of Supervisors  
c/o Community Development Division  
Application and Permit Center  
30 Muir Road  
Martinez, CA 94553



RE: Appeal of Approval of Development Plan for 7 Highgate Court,  
Kensington, CA  
County File DP17-3046

Dear Board of Supervisors:

I represent Respondent, Jeremy Stone, who has applied for a remodel of a single-family residence located at 7 Highgate Court, Kensington. This is a response to the appeal filed by Allen Trigueiro of the County Planning Commission's decision to deny his appeal of the County Zoning Administrator's approval for the Development Plan for her Kensington family-home. Mr. Trigueiro sets out a single ground as the basis of his appeal, which is that a proposed skylight will "obstruct about 1/3 of his Bay View." This appeal is without merit and should be denied.

Background

Mr. Trigueiro has expansive and panoramic views of the San Francisco Bay and Marin headlands. The proposed skylight will have a minimal impact on these views. It will not cut out 1/3 of his views, as he claims.

Mr. Trigueiro initially raised his objection as to the impact of the skylight on his views to Susan Johnson, the City Planner for this proposed project. In response, after visiting the site and personally observing the views, Ms. Johnson, in her Staff Report to the Zoning Administrator, pointed out that the new skylight would cut off only a "sliver" of the first story view, most of which is foreground view of the flatlands of El Cerrito. The second story view from the bedroom would not be affected. The view from the green roof, just outside of the second story bedroom, would be minimally affected.<sup>1</sup> Ms. Johnson also noted in her Report that prior to the hearing, Ms. Stone had already reduced

---

<sup>1</sup> Staff Report to Zoning Administrator for hearing March 19, 2018, page 5.

the height of the proposed skylight from 32 inches to 18 inches, in an effort to alleviate Mr. Trigueiro's concern about his views.<sup>2</sup>

The Zoning Administrator who presided at the public hearing (that had been requested by Mr. Trigueiro), Thelma Moreira, agreed with the Staff Report concerning the alleged obstruction of the views.<sup>3</sup> Ms. Moreira cited the Kensington Combining District Ordinance, Section 84-74.40 (r) and Section 84.74.404 (m), and concluded that there must be a *substantial* blockage of the view, that the key word here is "substantial."<sup>4</sup> She even underlined that word in her written opinion.<sup>5</sup> She concluded that "there is no substantial blockage of view on skyline, bridges, distance, cities, geologic features, terrains, or bodies of water."<sup>6</sup>

Mr. Trigueiro, waiting until the last possible day, filed with the Planning Commission his appeal of the Zoning Administrator's decision. Staff again noted that the proposed height of the skylight would not substantially affect the views of scenic natural features from Mr. Trigueiro's residence.<sup>7</sup> The Report noted:

"There are multiple vantage points from both levels of the appellant's home, many of which will be unaffected or minimally affected by the proposed construction. The 6 inch raised roof and new skylights would cut off a sliver of the view from Mr. Trigueiro's residence (first level living area), which sits at a higher elevation, just above the current roof ridge of the subject residence, and most of which is foreground view of the East Bay flatland. Mr. Trigueiro's second story view from the bedroom would not be affected. The view from the green roof, just outside of the appellant's second story bedroom would be minimally affected. In addition, the elevated skylights would not affect the appellant's views of the Bay Bridge, city skyline, or Golden Gate Bridge."<sup>8</sup>

The Planning Commission agreed, and on June 27, 2018, it denied Mr. Trigueiro's appeal and upheld the decision of the Zoning Administrator to approve the Development Plan for the remodel at 7 Highgate Court.

---

<sup>2</sup> *Id.* at page 3.

<sup>3</sup> Certified copy of Zoning Administrator's hearing April 2, 2018, a copy of which is attached.

<sup>4</sup> *Id.* at pages 4-5.

<sup>5</sup> *Id.*

<sup>6</sup> *Id.*

<sup>7</sup> Staff Report for Planning Commission hearing June 27, 2018, page 5.

<sup>8</sup> *Id.* at pages 5-6.

Mr. Trigueiro, once again waiting until the last possible day, filed his appeal of the Planning Commission decision to the Board of Supervisors.

### Argument in Opposition to Appeal to Board of Supervisors

The sole issue on appeal is whether the skylight substantially obstructs Mr. Trigueiro's Bay View. Mr. Trigueiro claims that the skylight blocks 1/3 of his Bay View. Mr. Trigueiro is incorrect. The skylight has a *minimal* impact on his views.

Kensington has a view ordinance, Kensington Combining District Ordinance No. 84-74.202, *et seq.*, that defines when a building or structure obstructs or interferes with one's view.<sup>9</sup> The purpose and intent of this Ordinance is, among other things, to promote the community's values of preservation of views.<sup>10</sup> The Ordinance defines what is meant by a "view" and an "obstruction":

"View" means a scene from a window in habitable space of a neighboring residence. The term "view" includes both up-slope and down-slope scenes, but is distant or panoramic range in nature, as opposed to short range. Views include but are not limited to scenes of skylines, bridges, distant cities, distinctive geologic features, hillside terrain, wooded canyons, ridges and bodies of water.<sup>11</sup>

"Obstruction" means any *substantial* blockage or diminution by the proposed development on surrounding neighbor's light, solar access, view, or preexisting solar energy systems. (Italics added.)<sup>12</sup>

The term "substantial" is not defined in the Ordinance, but its common meaning in Webster's New World College Dictionary is that "substantial" means *considerable* or *large*. If you Google "substantial" it is defined as "of *considerable size*."

Application of the Kensington General Ordinance to this case demonstrates that Mr. Trigueiro's claim does not rise to the level of "substantial" blockage of Mr. Trigueiro's Bay View. The City Planner Susan Johnson, the Zoning Administrator Thelma Moreira, and the Planning Commission all concluded that there was no substantial blockage to Mr. Trigueiro's views. They all correctly observed that from the first level of Mr. Trigueiro's home a *sliver* of the view was affected, and that was only as

---

<sup>9</sup> A copy of General Ordinance No. 84-74.202, *et seq.* is attached.

<sup>10</sup> Kensington Combining District Ordinance No. 84-74-204(b).

<sup>11</sup> Kensington Combining District Ordinance No. 84.74.404(r).

<sup>12</sup> Kensington Combining District Ordinance No. 84.74.404(m).

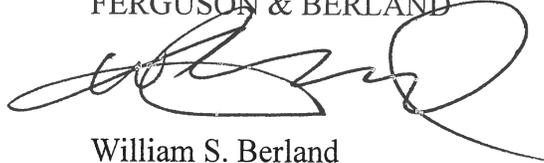
to the land in the foreground. The view from the second story bedroom was not affected at all. And the view from the green roof, just outside of the second story bedroom would be only *minimally* affected. Since none of these views would be *substantially* affected, all of the aforementioned correctly decided that Mr. Trigueiro's objection as to view was without merit.

**Conclusion**

For the reasons stated above, Mr. Trigueiro's "objection" is without merit. It should be noted that Mr. Trigueiro waited until the very last day to file each of his appeals. Given his meritless objection, and the timing of his filing his appeals, it is apparent that the only motivation for this appeal was the desire of Mr. Trigueiro to delay Ms. Stone's project for as long as possible, and to make her jump through as many administrative hoops and Contra Costa County hearing expenses as possible in order to raise the economic stakes for her to continue forward. His tactics should not be rewarded. His appeal should be denied.

Sincerely,

FERGUSON & BERLAND

A handwritten signature in black ink, appearing to read 'W. S. Berland', written over the printed name below.

William S. Berland

WSB/tr  
Encl.

cc: Jeremy Stone

**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #DP17-3046; JORAM ALTMAN (APPLICANT) AND JEREMY PATRICIA STONE (OWNER)**

**I. FINDINGS**

**A. Growth Management Performance Standards**

1. Traffic: The project involves the remodel of a single-family residence, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen. No expansion of the gross floor area is proposed. Policy 4-c under the Growth Management Program (GMP) requires a traffic impact analysis be conducted for any project that is estimated to generate 100 or more AM or PM peak-hour trips. The proposed improvements are residential in nature and will not change the density of residential development for the site. Therefore, the project will not generate any additional traffic trips to and from the project site and a traffic impact analysis is not required.
2. Water: The GMP requires new development to demonstrate that adequate water quantity and quality can be provided. In a returned Agency Comment Request form, East Bay Municipal Utility District (EBMUD) has indicated that the proposed development may be served from existing main(s).
3. Sanitary Sewer: The GMP requires that new development demonstrate that adequate sanitary sewer quantity and quality can be provided. The subject property currently receives sanitary sewer service from the Stege Sanitary District, and is not anticipated to significantly increase the demand for sanitary sewer service in the area.
4. Fire Protection: The fire protection standards under the GMP require that a fire station be within one and one-half miles of development in urban, suburban and central business district areas, or requires that automatic fire sprinkler systems be installed to satisfy this standard. The project site is within the El Cerrito/Kensington Fire Department jurisdiction. The Fire Department's review and approval is required prior to building permits being issued to ensure compliance with all fire codes and regulations.
5. Public Protection: Public protection standards under the GMP require that a Sheriff Facility standard of 155 square feet of station area and support facilities per 1,000 in population shall be maintained within the unincorporated area of the County. Proposed construction will increase the height of the existing single-family residence, but will not increase the demand for police service facilities because the project will not increase the population.
6. Parks & Recreation: Parks and recreation standards under the GMP require three acres of neighborhood park area per 1,000 in population. The project will not increase the demand for parks or recreation facilities because the project will not increase the housing stock in the County.

7. Flood Control & Drainage: No portion of the subject property is located within a 100-year flood area as determined by the Federal Emergency Management Agency. In addition, the project does not involve the removal, construction, or alteration of any dams or levees within the County. Therefore, further analysis in relation to increased flood risks as a result of the project is not required.

**B. KENSINGTON COMBINING DISTRICT FINDINGS**

Kensington Combining District (-K) requires that the additions and alterations to the single-family residence satisfy seven criteria before a project is approved:

1. Recognizing the rights of property owners to improve the value and enjoyment of their property;

Staff Finding: The project involves an interior and exterior remodel of the existing single-family residence, which includes replacing the roof and adding elevated skylights. The new roof will increase the overall height of the house by 4 inches and the tallest skylight (23-foot long skylight located above the dining room) will extend 18 inches above than the new roof ridge, changing the overall height of the residence from 26 feet and 8 inches to 28 feet and 6 inches. The existing gas flue and fireplace chimney will be modified to extend 2 feet above the skylights above the dining room. New solar panels and a new kitchen exhaust fan will be added to the roof. In addition, this project includes the removal of 8 square feet of floor area from the kitchen on the eastern side of the residence, the replacement of existing glazing and sliding doors, the addition of new windows, decking repair, and the replacement of two trellises. No expansion of the gross floor area is proposed. The proposed development enhances the livability of the residence, and thereby improves the value and enjoyment of the residence.

2. Recognizing the rights of property owners of vacant lots to establish a residence that is compatible with the neighborhood in terms of bulk, scale and design;

Staff Finding: The subject property is not vacant, so this criterion does not apply.

3. Minimizing impacts upon surrounding neighbors;

Staff Finding: The subject property is located within an established, single-family, hillside residential neighborhood in Kensington. Most homes within the immediate vicinity of the subject site were built between the early 1940s and early 1960s. Due to the location, homes within this area are generally two-stories and designed to maximize views of the San Francisco Bay.

The new roof and insulation will expand the building envelope and increase the overall height of the subject house by 4 inches and the tallest skylight (located above the dining room) will extend 18 inches above the new roof ridge, changing the overall height of the

residence from 26 feet and 8 inches to 28 feet and 6 inches. The existing gas flue and fireplace chimney will be modified to extend 2 feet above the skylights above the dining room. New solar panels and a new kitchen exhaust fan will be added to the roof. Originally, the proposed 23-foot long skylight located above the dining room extended 36 inches above the new roof ridge (x-ref: County File #KR17-0022). In an attempt to alleviate the concerns expressed by a neighboring property owner, the applicant submitted revised plans on October 25, 2017 reducing the height of the skylight curbs. The revised plans show that the skylight above the dining room will extend no more than 18 inches above the new roof ridge. As shown in the attached skylight rendering from the applicant, the proposed development would minimally affect surrounding views as defined in Chapter 84-74–Kensington Combining District (-K), Section 84-74.404(r). The raised roof and new skylights would only cut off a sliver of the neighbor's view (who requested a public hearing and whose residence sits at a higher elevation), just above the current roof ridge of the subject residence, and most of which is foreground view of the land. The neighbor's second story view from the bedroom would not be affected. The view from the green roof, just outside of the second story bedroom would be minimally affected. The elevated skylights would not affect the appellant's views of the Bay Bridge, city skyline, or Golden Gate Bridge.

Additionally, the applicant and owner agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. Furthermore, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from neighboring property located at 65 Highgate Road in Kensington.

As part of the remodel, the applicant and owner are also proposing to remove a fixed glass panel and replace it with an operable metal sash within existing openings in all of the bedrooms. In the kitchen, a window will be added where the refrigerator bump out is removed and the window facing the dining room patio will be enlarged. These modifications are not expected to affect the privacy of any of the neighboring property owners. Additionally, the proposed improvements do not substantially alter the appearance or volume of the existing residence. Although the overall height of the residence is increasing, the applicant is removing 8 square feet of living area from the kitchen, which helps reduce the bulk of the existing residence. Removing 8 square feet of living area also reduces the gross floor area from 5,576 square feet to 5,568 square feet. Since no addition to the gross floor area of the residence is proposed as part of this project, the existing residence shall remain substantially compatible with neighboring homes with regard to size. There is a 433 square foot carport attached to the existing residence, which satisfies the off-street parking requirement. Pursuant to County Code Section 84-4.1202, only one off-street parking space is required where the lot was legally created before September 9, 1971. According to the Contra Costa County Assessor's records, the existing residence was built in 1960. Since new construction would only increase the overall height of the residence by 1 foot and 10 inches, this would negligibly affect access to sunlight for

any of the neighboring property owners. No new trees, nor removal, nor alteration of existing trees are proposed as part of this project.

4. Protecting the value and enjoyment of the neighbors' property;

Staff Finding: As previously mentioned, the overall project will minimally affect the views, light and solar access, privacy, and parking for neighboring property owners. Residential noise levels should not be affected since the proposed improvements are residential in nature and will not change the density of residential development for the site. Therefore, the project preserves the value and enjoyment of neighboring properties.

5. Maintaining the community's property values;

Staff Finding: The community's property values will be maintained because the proposed development would minimally affect surrounding neighbors. Although the overall height of the residence will increase, the project minimally affects surrounding views as defined in Chapter 84-74–Kensington Combining District (-K), Section 84-74.404(r). To the knowledge of Staff, the raised roof and new skylights would only cut off a sliver of one neighbor's view, just above the current roof ridge of the subject residence (from the first level living area), and most of which is foreground view of the land. There are multiple vantage points from both levels of this neighbor's home, many of which will be unaffected or minimally affected by the proposed construction. The neighbor's second story view from the bedroom would not be affected. The view from the green roof, just outside of the second story bedroom would be minimally affected. The elevated skylights would not affect the appellant's views of the Bay Bridge, city skyline, or Golden Gate Bridge. Additionally, remodeling a home will usually increase its value, which in turn adds value to the neighborhood.

6. Maximizing the use of existing interior space;

Staff Finding: No expansion of the gross floor area is proposed as part of this project, so this criterion does not apply.

7. Promoting the general welfare, public health, and safety.

Staff Finding: One single-family residence is located at the subject site. The proposed modifications will increase the height of the existing house and improve the overall appearance, which will not change the land use or residential nature of the property. All new construction will need to meet applicable building code and fire code before a building permit is issued and before an approved final inspection is received. Therefore, the proposed construction will substantially benefit the immediate neighborhood and promote the general welfare, public health and safety of the Kensington community.

## **II. CONDITIONS OF APPROVAL FOR COUNTY FILE #DP17-3046**

### **Project Approval**

1. Development for a remodel of a single-family residence, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen in the Kensington area is approved based on the plans received by the Department of Conservation and Development, Community Development Division (CDD) on December 11, 2017, revised site plan on March 1, 2018, and revised south elevation on June 14, 2018. No work on the elevated wooden deck (located along the eastern portion of the house) is approved as part of this application. Any proposed work (repair or reconstruction) may be subject to the Kensington Combining District Ordinance and must comply with all of the required development standards.

### **Payment of Fees**

2. This application is subject to an initial application deposit of \$1000.00, which was paid with the application submittal, plus time and material costs if the application review expenses exceed 100% of the initial deposit. Any additional costs due must be paid within 60 days of the permit effective date or prior to use of the permit, whichever occurs first. The applicant may obtain current costs by contacting the project planner. If the applicant owes additional fees, a bill will be sent to the applicant shortly after permit issuance.

### **Paint Color**

3. The skylight curbs and metal frames shall be painted to match the roof and be of low reflectivity. The applicant may consult with and provide the property owner of 65 Highgate Road with an opportunity to comment on the chosen color

### **Lot Line Adjustment**

4. Two tax assessor parcel numbers have been assigned to the subject site: the existing residence resides on the portion of the property assigned (APN: 572-181-017) and the pool and 816 square-foot accessory building (a single story carport/garage with a bathroom and pool equipment storage room) is located on the portion of the property assigned (APN: 572-181-016). Prior to issuance of building permits for the proposed construction, the applicant shall submit a lot line adjustment application to CDD Staff to merge the two parcel numbers. The lot line adjustment shall be recorded prior to issuance of building permits.

### **Construction Period Restrictions and Requirements**

5. The applicant shall comply with the following restrictions and requirements:

- A. Construction activities shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on state and federal holidays on the calendar dates that these holidays are observed by the state or federal government as listed below:

New Year's Day (state and federal)  
Birthday of Martin Luther King, Jr. (state and federal)  
Washington's Birthday (federal)  
Lincoln's Birthday (state)  
President's Day (state and federal)  
Cesar Chavez Day (state)  
Memorial Day (state and federal)  
Independence Day (state and federal)  
Labor Day (state and federal)  
Columbus Day (state and federal)  
Veterans Day (state and federal)  
Thanksgiving Day (state and federal)  
Day after Thanksgiving (state)  
Christmas Day (state and federal)

For information on the calendar dates that these holidays occur, please visit the following websites:

Federal: [http://www.opm.gov/Operating\\_Status\\_Schedules/fedhol/2018.asp](http://www.opm.gov/Operating_Status_Schedules/fedhol/2018.asp)

California: <https://www.ftb.ca.gov/aboutftb/holidays.shtml>

- B. Transportation of large trucks and heavy equipment is subject to the same restrictions that are imposed on construction activities, except that the hours are limited to 9:00 AM to 4:00 PM.
- C. A good faith effort shall be made to avoid interference with existing neighborhood traffic flows.
- D. All internal combustion engines shall be fitted with mufflers that are in good condition and stationary noise-generating equipment such as air compressors shall be located as far away from existing residences as possible.
- E. Construction equipment and materials shall be stored onsite.
- F. The construction site shall be maintained in an orderly fashion. Litter and debris shall be contained in appropriate receptacles and shall be disposed of as necessary.
- G. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.

### **ADVISORY NOTES**

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

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

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

- B. Prior to applying for a building permit, the applicant is strongly encouraged to contact the following agencies to determine if additional requirements and/or additional permits are required as part of the proposed project:

- Contra Costa County Building Inspection Division
- Contra Costa County Environmental Health Division
- East Bay Municipal Utility District
- Stege Sanitary District
- El Cerrito/Kensington Fire Department



# Department of Conservation and Development

## County Planning Commission

Wednesday, June 27, 2018 – 7:00 P.M.

### STAFF REPORT

Agenda Item # \_\_\_\_\_

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<b>Project Title:</b>	Appeal of Development Plan Approval for the Remodel at 7 Highgate Court, Kensington
<b>County File(s):</b>	#DP17-3046
<b>Appellant:</b>	Allen Trigueiro
<b>Applicant:</b>	Joram Altman
<b>Owner:</b>	Jeremy Patricia Stone
<b>Zoning/General Plan:</b>	Single-Family Residential District (R-6), Kensington Combining District (-K ), and Tree Obstruction of Views Combining District (-TOV) / Single-Family Residential – High Density (SH)
<b>Site Address/Location:</b>	7 Highgate Court, Kensington; (APN: 572-181-017, -016)
<b>California Environmental Quality Act (CEQA) Status:</b>	Exempt under CEQA Guidelines, Section 15301(e)(1)
<b>Project Planner:</b>	Susan Johnson, Planner I (925) 674-7868

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### I. PROJECT SUMMARY

This is an appeal of the Zoning Administrator's decision to approve a Development Plan for a Kensington Design Review for the remodel of a single-family residence, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen. No expansion of the gross floor area is proposed.

### II. RECOMMENDATION

Staff recommends that the County Planning Commission DENY the appeal and UPHOLD the Zoning Administrator's decision for County File #DP17-3046, based on the attached findings and subject to the attached conditions of approval.

### **III. BACKGROUND**

On August 28, 2017 a Kensington Design Review application (County File #KR17-0022) was submitted for the remodel of a single-family residence, which included replacing the roof, adding new skylights, replacing two trellises, and removing 8 square feet of floor area from the kitchen on the eastern side of the home. During the public notification period, one request for a public hearing was received, becoming the impetus for submittal of this development plan application. A public hearing before the Zoning Administrator was scheduled for Monday, March 19, 2018.

At the March 19, 2018 Zoning Administrator (ZA) hearing, testimony was provided from Joram Altman (applicant), Jeremy Patricia Stone (property owner), and William Berland (attorney representing Ms. Stone). Nine (9) letters of support for the project from neighboring property owners were also submitted to Staff. Allen Trigueiro (65 Highgate Road) and Daniel Muller (attorney representing Mr. Trigueiro) attended to speak in opposition of the project.

The concerns raised by Mr. Trigueiro and Mr. Muller included the following: new construction will impact the view from Mr. Trigueiro's home, the project should not be exempt from CEQA because the visual impacts of the proposed construction should be considered an unusual circumstance, and the repair/replacement of an existing non-conforming deck should not be allowed unless it is modified to meet the required setbacks. A letter detailing these concerns was submitted to the Zoning Administrator. Pursuant to an email from the applicant received on March 20, 2018, the deck will not be included as part of the proposed project and will be left as is. The Zoning Administrator continued the project as a closed hearing until Monday, April 2, 2018 to consider the testimony received from both sides.

At the continued hearing, the Zoning Administrator responded to the concerns raised in the March 19, 2018 letter from Daniel Muller, Attorney representing Allen Trigueiro. A summary of the Zoning Administrator's responses are attached to this report. The Zoning Administrator approved the Development Plan at the public hearing held on April 2, 2018 with modified findings and conditions of approval (COA). Modifications to the conditions of approval include adding the following language to COA #1, "No work on the elevated wooden deck (located along the eastern portion of the house) is approved as part of this application. Any proposed work (repair or reconstruction) may be subject to the Kensington Combining District Ordinance and must comply with all of the required development standards." In addition, COA #3 shall be modified to state, "The skylight curbs and metal frames shall be painted to match the roof and be of low reflectivity. The applicant may consult with and provide the property owner of 65 Highgate Road with an opportunity to comment on the chosen color."

### **IV. GENERAL INFORMATION**

- A. General Plan: The subject property is located within the Single-Family Residential – High Density (SH) General Plan land use designation.

- B. Zoning: The subject property is located within the Single-Family Residential Zoning District (R-6), Kensington Combining District (-K), and Tree Obstruction of Views Combining District (-TOV).
- C. Environmental Review: The proposed project is exempt under CEQA Guidelines, Section 15301(e)(1), regarding “Existing Facilities”, which exempts additions to existing structures, provided that the addition will not result in an increase of more than 50 percent of the floor area of the structure before the addition or 2,500 square feet, whichever is less. No addition to the Gross Floor Area is proposed.
- D. Previous Applications:
  - 1) KR17-0022: A Kensington Design Review application submitted for the remodel of the existing single-family residence, which included replacing the roof, adding 36-inch high skylights, replacing two trellises, and removing an 8 square foot bump out on the eastern side of the home. One request for a public hearing was received for this application, becoming the impetus for submittal of this development plan application.

## V. SITE/AREA DESCRIPTION

The subject property is located within an established single-family, hillside residential neighborhood in Kensington. Most homes within the immediate vicinity of the subject site were built between the early 1940s and early 1960s. Due to the location, homes within this architecturally diverse area are generally two-stories and designed to maximize views of the San Francisco Bay.

The subject residence was built in 1960 and is mid-century modern in design with panoramic views of San Francisco, the Golden Gate Bridge, and the San Francisco Bay. The 5,576 square-foot two-story residence includes 4,063 square-feet of conditioned living area, a 433 square-foot carport, a 237 square-foot covered entry court, and 843 square feet of covered decks. Two tax assessor parcel numbers have been assigned to the subject site: the existing residence resides on the portion of the property assigned (APN: 572-181-017) and the pool and 816 square-foot accessory building (a single story carport/garage with a bathroom and pool equipment storage room) is located on the portion of the property assigned (APN: 572-181-016). Although Highgate Road runs along the southern property line of the project site, access to the residence is obtained through a driveway that fronts Highgate Court.

## VI. PROJECT DESCRIPTION

The applicant requests approval of a Development Plan for a Kensington Design Review for an interior and exterior remodel of the existing single-family residence, which includes replacing the roof and adding skylights. The new roof and insulation will increase the overall height of the house by 4 inches and the tallest skylight (the 23-foot long skylight above the dining room) will extend 18 inches higher than the new roof ridge, changing the overall height

of the residence from 26 feet and 8 inches to 28 feet and 6 inches. The existing gas flue and fireplace chimney will be modified to extend 2 feet above the skylights above the dining room. New solar panels and a new kitchen exhaust fan will also be added to the roof. In addition, this project includes removing 8 square feet of floor area from the kitchen (on the eastern side of the residence), the replacement of existing glazing and sliding doors, the addition of new windows, decking repair, and the replacement of two trellises. No expansion of the gross floor area is proposed.

Pursuant to a statement from the applicant, the existing roof is minimally insulated with about 1.5 inches of rigid insulation applied over the roof decking, which provides approximately R5 thermal value. To meet Title 24 compliance, R30 thermal value roof assembly is required, which, using the thinnest available insulation system, is 5.5 inches thick, and 4 inches taller than the current roof assembly. Since the wood ceiling is part of the historic fabric of this structure, the applicant and owner do not wish to cover it up by installing the new insulation on the interior, but rather keep the original concept of roof top mounted insulation. Therefore, the applicant is proposing to remove the existing roofing and insulation, install new 2x6 roof framing over the existing wood decking and apply the 5.5 inch deep insulation between the 2x6 framing. The 2x6 framing will be covered with new plywood decking to provide a structural diaphragm for the roof. New roofing will be applied over the plywood. The 2x6 cavity will also be used to run new electrical conduits for the new ceiling light fixtures, and will house the new recessed ceiling lights.

Originally, the proposed 23-foot long skylight located above the dining room extended 36 inches above the new roof ridge (x-ref: County File #KR17-0022). In an attempt to alleviate the concerns expressed by a neighboring property owner, the applicant submitted revised plans on October 25, 2017 reducing the height of the skylight curbs. The revised plans show that the skylight above the dining room will extend no more than 18 inches above the new roof ridge. Pursuant to a statement from the applicant, the main interior spaces in the house are dark, due in part to the dark wood ceilings and floors. Adding skylights at the dark interior areas will help mitigate this issue. However, skylights bring direct sunlight into the space, which presents an issue for the property owner, who wants to display artwork. Direct sunlight can deteriorate art, even with UV glass, so avoiding direct sun penetration is important. Raising the new skylights on curbs will reduce the amount of direct light penetrating the space. Therefore, the applicant and owner are proposing to construct new skylight curbs over the living/dining room, main hall and kitchen. The top of the highest skylight (the 23-foot long skylight above the dining room) will extend 18 inches above the new roof ridge, which changes the overall height of the residence from 26 feet and 8 inches to 28 feet and 6 inches. The raised curbs will provide sun angle cut-off during most times of the year. Skylight shades were added when the applicant reduced the skylight curb height to provide direct sun cut off during the summer when the sun is higher in the sky.

In response to the request for a public hearing, the applicant and owner also agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. In

addition, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from neighboring property located at 65 Highgate Road in Kensington.

#### **VII. KENSINGTON MUNICIPAL ADVISORY COUNCIL (KMAC)**

The project was heard at the November 28, 2017 KMAC meeting. KMAC voted unanimously to approve the project.

#### **VIII. APPEAL OF THE ZONING ADMINISTRATOR'S DECISION**

On April 12, 2018, Mr. Allen Trigueiro filed an appeal with the Department of Conservation and Development against the decision of the Zoning Administrator to approve the proposed project. The appeal points have been summarized and addressed below.

- A. Summary of Appeal Point #1: The proposed 23-foot long skylight along the south side of the subject residence obstructs the view from Mr. Trigueiro's residence. There is also ambiguity regarding the total height of the skylight curbs as measured from the roof surface versus the ridge of the roof.

Staff Response: Efforts were made by the applicant to preserve the views from Mr. Trigueiro's residence, which included reducing the overall height of the skylights. The tallest point of the proposed skylights will measure 18 inches above the new roof ridge instead of 36 inches as originally proposed. The applicant and property owner also agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. Additionally, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from Mr. Trigueiro's home.

Mr. Trigueiro is also asking for clarification regarding the height of the skylight as measured from the roof surface as opposed to the ridge of the roof. The new roof will increase the overall height of the house by 4 inches. The 23-foot long skylight located above the dining room will extend 18 inches above the new roof ridge. However, the tallest portion of that skylight will measure 30 inches high from the proposed roof surface. Please see the attached revised south elevation, submitted on June 14, 2018, which provides dimensions and illustrates this design.

The proposed construction conforms with all applicable development standards for the R-6 Zoning District and will not substantially affect the views of scenic natural features from Mr. Trigueiro's residence. There are multiple vantage points from both levels of the appellant's home, many of which will be unaffected or minimally affected by the proposed construction. The raised roof and new skylights would cut off a sliver of the view from Mr. Trigueiro's residence (first level living area), which sits at a higher elevation, just above the

current roof ridge of the subject residence, and most of which is foreground view of the land. Mr. Trigueiro's second story view from the bedroom would not be affected. The view from the green roof, just outside of the appellant's second story bedroom would be minimally affected. In addition, the elevated skylights would not affect the appellant's views of the Bay Bridge, city skyline, or Golden Gate Bridge.

- B. Summary of Appeal Point #2: The roof of the subject residence is visible from the appellant's residence. Mr. Trigueiro requests the opportunity to comment on the shade of gray chosen for the new roof and skylights.

Staff Response: The Zoning Administrator modified COA #3 to state, "The skylight curbs and metal frames shall be painted to match the roof and be of low reflectivity. The applicant may consult with and provide the property owner of 65 Highgate Road with an opportunity to comment on the chosen color." Therefore, it will be up to the property owner to work with the appellant regarding color selection.

- C. Summary of Appeal Point #3: Mr. Trigueiro does not believe that the new roof and insulation will increase the overall height of the house by 4 inches.

Staff Response: Projects that go to hearing are approved pursuant to the plans submitted with the application. If the construction set of plans show that the overall height of the house increases by more than 4 inches, the project will have to be re-noticed and go back to public hearing. In addition, Building Inspectors will verify that new construction matches the approved plans at the project site during the building inspection process.

#### **D. STAFF ANALYSIS**

The existing residence meets all of the required building setbacks and the proposed construction will not increase the gross floor area of the subject site. Instead, the applicant and owner propose to replace the existing roof and insulation and add raised skylights. The new roof and insulation will increase the overall height of the house by 4 inches and the skylights will extend 18 inches above the ridge of the new roof. The residence will not exceed 2 ½ stories or the 35 feet maximum height restriction and will therefore meet all applicable development standards within the (R-6) Zoning District.

The Kensington Combining District (-K) includes seven criteria for approval of residential projects. As detailed in the attached Kensington Combining District Findings, staff finds that the project satisfies all seven criteria. The development enhances the livability of the residence, which improves the value and enjoyment of the residence for the subject property owner. Remodeling a home will usually increase its value, which in turns adds value to the neighborhood. Impacts on neighboring property owners will be minimal since no expansion of the gross floor area is proposed and the tallest skylight (the 23-foot long skylight above the dining room) will extend 18 inches above the ridge of the new roof instead of 36 inches above the ridge of the new roof, as originally proposed. Since no expansion of the gross floor

area of the residence is proposed as part of this project, the existing residence shall remain substantially compatible with neighboring homes with regard to size. Additionally, the proposed development is not anticipated to affect residential noise levels or parking within the neighborhood. Therefore, as detailed in the attached Kensington Combining District Findings, staff finds that the community's values, including the preservation of views, light and solar access, privacy, parking, residential noise levels, and compatibility with the neighborhood with regard to bulk and scale, will be maintained.

The Tree Obstruction of Views Combining District (-TOV) regulations do not apply to the proposed project, because no new trees, nor removal, nor alteration of existing trees are proposed which would alter views in the neighborhood.

## **E. CONCLUSION**

Staff finds that the proposed development is consistent with the Single-Family Residential High-Density (SH) General Plan land use designation and complies with the intent and purpose of the Single-Family Residential District (R-6), Kensington Combining District (-K), and Tree Obstruction of Views Combining District (-TOV). A condition of approval has been added to the attached Findings and Conditions of Approval that will require the owner of the subject site to merge the two tax assessor parcel numbers through a lot line adjustment. The Zoning Administrator also modified COA's #1 and #3 to address the concerns brought up by the appellant. No compelling evidence has been provided by the appellant to overturn the decision of the Zoning Administrator to approve the project. Therefore, staff recommends that the County Planning Commission deny the appeal and approve County File #DP17-3046, based on the attached findings and subject to the attached conditions of approval.

### Attachments:

- Findings and Conditions of Approval
- Maps & Photos: Parcel Map, General Plan, Zoning, Aerial View, Site Photos, Skylight Rendering
- Revised South Elevation
- Reduced Plans
- Appeal Letter
- Public Comments: 9 Letters of Support
- Public Comments: Letter of Opposition dated March 19, 2018
- Summary of the Zoning Administrator's Response to the Letter of Opposition dated March 19, 2018
- ZA Staff Report
- Letter to Planning Commission from William S. Berland dated June 1, 2018
- PowerPoint Presentation

Re: 7 Highgate Court, Kensington Remodel

April 12th, 2018

From: Allen TRIGUEIRO

65 Highgate Rd

Kensington, CA. 94707

(510) 816-4026

TRIGUEIRO@gmail.com

CONTRA COSTA  
2018 APR 12 PM 4:56  
APPLICATION & PERMIT CENTER

Appeal:

- 1) The 23' sky lit along the South side obstructs my view as drawn. There is also ambiguity regarding the measure point of curb height.  $\pm$  18" curb height (as discussed in the hearing) vs. 18" above ridge (new 4" insulation) height.
- 2) Due to the highly visible nature of the roof, the color of the gray roof <sup>and skylights</sup> are very important. I'd like to be part of that decision.
- 3) Stipulate a 4" net add to the existing roof height.  $\pm$  Don't believe it will only add 4".

Please email me when the next <sup>APPEAR</sup> hearing will be held. I did not receive the KMAC notice and thus couldn't present my case at that time.

Thank you,

Allen Triguero

PS: I'm Reserving the right to submit relevant supporting evidence and/or Argument @ et on Before the appeal hearing

LAW OFFICES  
**FERGUSON & BERLAND**  
A PROFESSIONAL CORPORATION  
1816 FIFTH STREET • BERKELEY, CALIFORNIA 94710

MICHAEL C. FERGUSON  
WILLIAM S. BERLAND

DP17-3046  
CONTRA COSTA  
2018 JUN 1 PM 4:18  
TELEPHONE (510) 548-9605  
FAX (510) 548-3143  
PLANNING PERMIT CENTER

June 1, 2018

Via Hand Delivery

Planning Commission  
c/o Community Development Division  
Application and Permit Center  
30 Muir Road  
Martinez, CA 94553

RE: Appeal of Approval of Development Plan for 7 Highgate Court,  
Kensington, CA  
County File DP17-3046

Dear Planning Commission:

I represent Respondent, Jeremy Stone. This is a response to the appeal filed by Allen Trigueiro of the issuance of an approval for Ms. Stone's Development Plan for 7 Highgate Court, Kensington. Mr. Trigueiro sets out three grounds as the basis of his appeal. Each ground is without merit, as discussed below.

1. **The 23' long Skylight.** Mr. Trigueiro claims that the 23' skylight along the south side of the roof will obstruct his view. This objection was raised by Mr. Trigueiro at the Zoning hearing that took place on March 19, 2018, before Thelma Moreira, Zoning Administrator.<sup>1</sup> The Zoning Staff Report prepared by Susan Johnson for that hearing noted that Ms. Stone had already reduced the height of the skylight from 36" high to 18" high. Ms. Johnson stated "the raised roof and new skylight would cut off a *sliver*" of Mr. Trigueiro's view. [Emphasis added.]

In her written decision, Ms. Moreira confirmed Ms. Johnson's opinion in the Staff report that the skylight did not impede Mr. Trigueiro's view.<sup>2</sup> Ms. Moreira wrote that "there is no substantial blockage of view on skyline, bridges, distance, cities, geologic features, terrains, or bodies of water." [Cross Transcript, 4:21-5:15; Underlining in Moreira's original written decision.]

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<sup>1</sup> Ms. Moreira presided at the Zoning hearing that took place on March 19, 2018. She took the matter under submission, and was not available for the next hearing, which took place on April 2, 2018. Ms. Moreira issued a written decision that was read on April 2, 2018, by Zoning Administrator I. Cross.

<sup>2</sup> Respondent had prepared a certified written transcript of the April 2<sup>nd</sup> and March 19<sup>th</sup> Zoning Hearings. A copy of the April 2<sup>nd</sup> Hearing is attached as Exhibit 1, and a copy of the March 19<sup>th</sup> Hearing is Exhibit 2.

Mr. Trigueiro also claims in his appeal that there is an ambiguity regarding the measuring point of the curb height. There is no ambiguity. The 23' long skylight that is over the dining room will rise 18" above the new roof ridge. The new roof ridge is being raised 4" for new insulation, for a total of 22" above the current roof ridge. This is how the drawing depicts the height change. (The fact that the skylight's south facing curb is more than 22" is immaterial, as the relative elevation difference of the building height with this new skylight remains at 22".) The roof height at 4" higher than the current roof and the skylight at 18" high (after having been reduced from 36" to accommodate Mr. Trigueiro's concerns expressed prior to the Zoning hearing) does not change the fact that only a *sliver* of Mr. Trigueiro's view will be affected.

- 2. The color of the roof and skylights.** Mr. Trigueiro states that due to the highly visible nature of Ms. Stone's roof, the color of the gray roof and skylights are important and that Mr. Trigueiro would like to be part of that decision.

It is difficult to understand this appeal point, as the Zoning decision includes a provision that requires that the color be of low reflectivity and that gives Mr. Trigueiro an opportunity to comment to Ms. Stone as to the brightness of the color. Condition 3 of the approval provides that "the skylight curbs and metal frames shall be painted to match the roof and be of low reflectivity. The project owner may consult and provide the property owner of 65 Highgate Road an opportunity to comment on the type, texture of the skylight color material." [Cross Transcript, 8:2-9.]

While Ms. Stone has no objection to choosing a color for the roof and skylight that is of low reflectivity and to provide Mr. Trigueiro an opportunity to comment of the type and texture of the roof and skylight color material, she does object to Mr. Trigueiro's "being part of the decision" if that means his approval is needed. It is clear from the history of this project, and the concessions already made by Ms. Stone in an effort to appease Mr. Trigueiro, that it would be virtually impossible to obtain Mr. Trigueiro's approval of anything.

- 3. The roof height will be more than 4" above the existing roof.** There is nothing to suggest that the roof height will be more than 4" above the existing roof. The current roof and insulation assembly is approximately 2" thick. It is being removed and replaced with 2x6 sleeper joists, 1/2" plywood and roof membrane, for a total thickness of approximately 6". Thus the net difference is 4" higher than the current roof height.

Moreover, after careful consideration of the comments made at the March 19, 2018, hearing regarding the height of the roof and the skylights, Ms. Moreira concluded that there was no meaningful impact from the roof height on Mr. Trigueiro's view as it would only cut off a *sliver* of his view.

### Conclusion

For the reasons stated above, Mr. Trigueiro's "objections" are without merit. It should be noted that Mr. Trigueiro waited until the very last day to file his appeal. Given his meritless objections, and the timing of his filing this appeal, it is apparent that the only motivation for this appeal was the desire of Mr. Trigueiro to delay Ms. Stone's project for as long as possible, and to make her jump through as many administrative hoops as possible in order to raise the economic stakes for her to continue forward. His tactics should not be rewarded. His appeal should be denied.

Sincerely,

FERGUSON & BERLAND

A handwritten signature in blue ink, appearing to read "William S. Berland", with a long horizontal line extending to the right.

William S. Berland

WSB/rr  
Encl.

cc: Jeremy Stone

**Summary of the Zoning Administrator's response to the concerns raised in the March 19, 2018 letter from Daniel Muller, Attorney representing Allen Trigueiro:**

- A. Concern regarding obstruction of views: Mr. Muller asserts that Mr. Trigueiro's panoramic views of the San Francisco Bay, its inlands and bridges, and the Marin County skyline would be significantly obstructed by the proposed construction.

Response: Pursuant to Section 84-74.404(r) of the Kensington Combining District Ordinance, "views include but are not limited to scenes of skylines, bridges, distant cities, distinctive geologic features, hillside terrain, wooded canyons, ridges, and bodies of water." In addition, pursuant to Section 84-74.404(m) of the Kensington Combining District Ordinance, "Obstruction means any **substantial** blockage or diminution by the proposed development on surrounding neighbors' light, solar access, view, or preexisting solar energy systems." Based upon the project plans and photos submitted with the Staff Report prepared for the March 19, 2018 hearing date, the Zoning Administrator concluded that the proposed construction will not substantially block the light, solar access, or view of skylines, bridges, distant cities, geologic features, terrain, or bodies of water for any of the neighboring properties.

- B. Concern regarding the obstruction of views caused by the trees on the subject property: Mr. Muller's letter asserts that the subject parcel contains at least three (3) substantial trees that block Mr. Trigueiro's view and should be trimmed by the property owner.

Response: The purpose of the of the Tree Obstruction Of Views Combining District Ordinance is to provide a method for private property owns to gain restoration of views and sunlight lost due to tree growth by another private property owner. This Ordinance provides guidance on how to submit a claim. However, as stated under Section 816-2.1004, "enforcement of this chapter shall be by the involved private parties." Therefore, it is not under the purview of the Zoning Administrator to require the applicant to cut or trim the existing trees on the subject property. This is a civil matter between private property owners.

- C. Concern regarding CEQA exemption status: Mr. Muller claims that the project should not be exempt from CEQA because the visual impacts of the proposed construction should be considered an unusual circumstance.

Response: The letter implies that visual impacts constitute unusual circumstances, which will have a significant effect (aesthetically) on the environment. Based upon the project plans and photos submitted with the Staff Report prepared for the March 19, 2018 hearing date, the Zoning Administrator concluded that the proposed construction will not substantially block the light, solar access, or view of skylines, bridges, distant cities, geologic features, terrain, or bodies of water for any of the neighboring properties. In addition, no substantial evidence has been provided to indicate that the CEQA exemption was improperly used. Under CEQA Section 15384, substantial evidence means "enough relevant information and reasonable inferences from this information that a fair argument

can be made to support a conclusion, even though other conclusions might also be reached." Therefore, the Zoning Administrator agrees with Staff and the proposed project is exempt under CEQA Guidelines, Section 15301(e)(1), regarding "Existing Facilities", which exempts additions to existing structures, provided that the addition will not result in an increase of more than 50 percent of the floor area of the structure before the addition or 2,500 square feet, whichever is less. No addition to the Gross Floor Area is proposed as part of this project.

- D. Concern regarding the chimney: Mr. Muller suggests that details regarding the raised chimney are unclear.

Response: Both the staff report and elevations indicate that the existing fireplace chimney and gas flue will extend 2 feet above the proposed skylights (which will extend 18 inches higher than the new raised roof ridge). Projects are approved pursuant to the plans submitted with the application and the elevations show what the chimney and gas flue will look like. Additional concerns were raised about whether the existing fireplace meets current code requirements. This a building code matter that will be reviewed by Building Inspection upon submittal for building permits. The property owner will not be exempt from any building code requirements.

- E. Concern regarding the deck: Mr. Muller asserts that the existing wooden deck is not at grade and if replaced, would not conform to the required setbacks.

Response: The applicant is aware that if replaced, the wooden deck must conform to the required setbacks. Pursuant to an email from the applicant received on March 20, 2018, the deck will not be included as part of the proposed project and will be left as is.

- F. Concern regarding taking a project to hearing without obtaining all relevant input from affected neighbors:

Response: As discussed in the staff report and provided testimony, it should be acknowledged that the applicant and property owner reduced the overall height of the skylights. The proposed skylights will measure 18 inches higher than the new raised roof instead of 36 inches higher than the new raised roof ridge. In addition, the applicant and property owner agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. The applicant and owner also agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from Mr. Trigueiro's home. Furthermore, nine (9) neighbors provided letters of support for the proposed construction.

## Susan Johnson

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**From:** Susan Modavi <susan.modavi@gmail.com>  
**Sent:** Saturday, March 17, 2018 10:57 PM  
**To:** Susan Johnson  
**Cc:** Jeremy Stone  
**Subject:** Ref: Case CDDDP 17-03046

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

March 18  
Susan Johnson  
Ref: case CDDDP 17-03046

Dear Ms. Johnson,

This letter is in response to the proposed improvements at 7 Highgate Ct by Jeremy Stone; Our home, 5 Highgate Ct, is located slightly below and next door of 7 Highgate Ct.

None of the proposed changes desired by Ms. Stone for her home negatively impact our property. In fact, it is our opinion the proposed modifications are improvements to the house at 7 Highgate -- additions that also enhance the overall state of our cul-de-sac. For these reasons, **we provide our complete support for the project at 7 Highgate Ct.**

As a separate issue from changes at Ms. Stone's house, we would also like to inquire about the steps required for putting the wires underground (similar to requests made by our other neighbors). The number of telecommunication wires being hung to the telephone-poles on Highgate Rd are becoming thicker and heavier, posing a storm and earthquake safety hazard .

Sincerely,  
Susan Modavi

## Susan Johnson

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**From:** Robert Harrison <kensingtonpoet@yahoo.com>  
**Sent:** Saturday, March 17, 2018 4:30 AM  
**To:** Susan Johnson  
**Subject:** Support Letter for Jeremy Stone at 7 Highgate Court, Kensington

March 17, 2018 Dear Ms. Johnson,

We are writing to inform you that Ms. Jeremy Stone's proposed construction and repair project at her new home at 7 Highgate Court has our complete backing and support. In our opinion, it is both laudable and exemplary that she takes it on in such an appropriate and timely manner. Clearly, any upgrade to any home in our unique neighborhood can only be a benefit to us all, and we heartily approve of the project and look forward to its successful completion.

Sincerely,  
Robert and Stephanie Harrison  
16 Highgate Court  
Kensington

Sent from my iPad

March 15, 2018

Via Email: Susan.johnson@dcd.cccounty.us

Susan Johnson  
Planner 1  
Contra Costa County Department of Conservation and Development

**Re: 7 Highgate Court, Kensington  
County File Case #CDDP17-03046**

Dear Ms. Johnson:

I am writing to express my support for the application by Ms. Jeremy Stone for remodeling and upgrading of her property at 7 Highgate Court. My house is at 23 Highgate Court. Based on my familiarity with this property and a careful review of the proposed plans, I have concluded that this building improvement is necessary; its scale and scope is consistent with the neighborhood character; and it does not adversely impact the vistas that all neighbors value and cherish. Furthermore, I appreciated Ms. Stone's great efforts to contact the neighbors, explaining her project and modifying her plans to accommodate their views.

During the past 22 years of my residence at Highgate Court, I have known many of its current and past residents, including the previous owners of 7 Highgate Court, the late Dr. Peter Stryker and his family. For years, it was a neighborhood tradition to gather at the Strykers' house for the 4<sup>th</sup> of July celebration. During our visits, Dr. Stryker occasionally talked about his house and, since he knew that I was a structural engineer, he consulted me about its structural issues; particularly, the prominent clerestory windows that were incorporated in almost all exterior walls. They made the house appear very bright and open. However, they effectively severed the roof connection to the seismic-resisting walls making it vulnerable to earthquake damage. In my opinion, Ms. Stone's proposed modifications, including voluntary seismic strengthening and energy upgrades are necessary for protecting life-safety and making the building comply with the current standards.

In closing I believe that the proposed improvements are necessary and would benefit the neighborhood. I request that you give a favorable consideration to this application.

Best regards,



Vahid Sattary, SE  
23 Highgate Court  
Kensington, CA 94707  
Cell: (415) 342-2389

## Susan Johnson

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**From:** Pamela Drake <pmdrake19@gmail.com>  
**Sent:** Monday, March 12, 2018 4:42 PM  
**To:** Susan Johnson  
**Cc:** Jeremy Stone  
**Subject:** RE: COUNTY FILE@ DP17-3046

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dear Ms. Johnson,

I am very familiar with Jeremy Stone's home at 17 Highgate Court; and well aware of the needed upgrades and improvements.

I am in favor of any neighbor who wants to improve their home on this court because it benefit us all, and in her case, is necessary.

I wanted to buy the house but the needed upgrades were too overwhelming. There were no improvements nor upgrades after it was built in the 50/60s. I support Ms. Stone's efforts to make it livable.

The proposed plans will not impact my view, nor anyone past #9 ~ trees took over long ago ~ and I am happy to hear she wants to maintain the mid-century style. I grew up in a mid-century in Los Angeles and am very partial to that style. Most new owners tear it down and start over with a 2 level Mac-Mansion. Thank goodness she is not doing that.

Additionally, and apart from my approval for improvements at #17, I would like to ask you what we can do to underground our wires on this court. I have heard the payments can be spread over many years so that it is not a lump sum. The wires are unsightly, ugly and negatively affect the value of our homes! I appreciate your referring this inquiry to the appropriate department.

Sincerely,

Pamela Drake  
19 Highgate Court

## Susan Johnson

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**From:** Christine Ford <frccford@gmail.com>  
**Sent:** Monday, March 12, 2018 3:03 PM  
**To:** Susan Johnson  
**Subject:** Jeremy Stone re-model at 7 Highgate Ct., Kensington

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

On a recent afternoon, Jeremy walked a group of neighbors through her house & her plans for a re-model. She was very well-informed about the technical aspects of the work that needed to be done & knowledgeable about how to do it. She was very thorough about going through all the aesthetic, architectural, & practical details involved in the work. She had obviously given a great deal of thought to the whole process.

We were all reassured that she was not going to change the look & style of this handsome house; & that only, in the very most minimal way, would there be any impact of the roof plan on the views of a neighboring house.

I give this project my whole-hearted approval. I think the neighborhood will be enhanced by it.

Christine C. Ford  
28 Highgate Ct.  
Kensington

Contra Costa County Planning Department  
Martinez California

March 8, 2018

Attention: Ms. Susan Johnson  
Ref.: Case# CDDP17-030

Subject: Support of Mrs. Jeremy Stone's request to make improvements of her property located at 7 Highgate Court, Kensington, California.

For 47 years we have been living at Highgate Court 12 across from 7 Highgate Court. During this time we enjoyed a close friendship with Strykers family the previous occupants of the house. We frequently visited them and therefore we are very familiar with the property.

The house at 7 Highgate Court was built over 60 years ago. It had a single owner Dr. Peter Strykers until the summer of 2016. He made no significant improvements on the house since it was built. Obviously building codes significantly changed since the house was built in the 1960s. So it seems very timely that Mrs. Stone wishes to upgrade the house to comply with current building codes such as improving the roof insulation, energy efficiency, seismic reinforcement and the electric system. She has both safety and aesthetic reasons for doing it. In my opinion these upgrades to current codes should be encouraged rather than prevented.

Part of the opposition to upgrading is against placing an 18" high skylight over the roof, because it would restrict the view of Mr. Triguero's house. To comply with the objection Mrs. Stone already conceded to reduce the originally planned 36 inch high skyline to 18 inch heights.

Controversy about obstructing views is a frequent issue in our neighborhood. Usually objections related to keeping unobstructed views toward San Francisco Bay and the Golden Gate Bridge. The issue is usually the growing large trees and in my memory we could resolve such issues amicably in Highgate Court. But I never heard any complaints regarding a small 4 inch additional roof insulation and rooftop skylight would significantly obstruct anybody's view. Moreover, the proposed skylight would be located to N-NW from Mr. Triguero's house; therefore it would not obstruct his view toward the San Francisco Bay and Golden Gate Bridge.

We are familiar with the proposed roof plan and skylight of Mrs. Stone's house and it will not have any adverse impact on our view; therefore we have no objection to this construction.

**In brief, we recommend approval of Mrs. Jeremy Stone's roof improvement proposal.**

Respectfully Submitted

  
Laszlo and Marika Somogyi



## Susan Johnson

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**From:** Jim Haber <jhaber39@yahoo.com>  
**Sent:** Wednesday, March 07, 2018 8:13 AM  
**To:** Susan Johnson  
**Subject:** #CDDP17-03046

Ms. Johnson:

I am sending this email to inform you that I have no objection to Jeremy Stone's application to make modifications to her home on 7 Highgate Court in Kensington. Our family has owned the home at 86 Norwood Ave for 64 years. From the back of our house, facing west, we have a clear view of 7 Highgate Court, and are in view of exterior modifications. Ms. Stone has taken care to make sensible and thoughtful plans that do not negatively impact our view or disturb us. Thanks.

Jim Haber

Sent from my iPad

**MIM CARLSON & ROBERT TREPPA  
9 HIGHGATE COURT  
KENSINGTON, CA 94707**

March 6, 2018

Susan Johnson  
Planner 1  
Contra Costa County Planning Department

REF: Case #CDDP17-03046

Dear Ms. Johnson:

We are writing to support Jeremy Stone's proposed improvements to her home at 7 Highgate Court. Our home is directly north and slightly uphill from Jeremy's and our view includes the roof area where she proposes new skylights. We are fortunate to have a panoramic bay view that includes San Francisco and 3 bridges.

We have carefully reviewed the revised roof plans for 7 Highgate Court, and it is our opinion that her improvements will have a very minimal impact on our view and will not detract from it at all. The plans do not appear to increase the size, volume, footprint or height of the home and will only enhance the beauty of it and our neighborhood.

Jeremy's efforts to make improvements to her home without changing the look or style of it are to be applauded. We greatly appreciate her interest in maintaining the beauty of 7 Highgate Court, and also her desire to make very necessary improvements.

We encourage you to approve Jeremy's revised roof plans. Thank you.

Best regards,

A handwritten signature in blue ink that reads "Mim Carlson". The signature is fluid and cursive, with the first name "Mim" and last name "Carlson" clearly legible.

Mim Carlson  
Robert Treppa  
9 Highgate Court  
510-409-8446  
[mimcarlson@comcast.net](mailto:mimcarlson@comcast.net)

Andreas Kuehlmann  
Angela Hasty-Kuehlmann  
25 Highgate Court  
Kensington, CA 94707  
Phone: 510-526-5567

November 26, 2017

**To the Kensington Design Review Board:**

This letter is in support of the application of Ms. Jeremy Stone to approve the construction project to repair and upgrade her property at 7 Highgate Court which she purchased recently.

We moved to 25 Highgate Court in 2009, attracted by the beautiful views and quiet environment. We especially cherish the peaceful and supportive neighborhood and the strong support we provide to each other. We knew the previous owners of 7 Highgate Court, Gondica and Peter Strykers, individually and through multiple neighborhood gatherings. They owned a beautiful house, but it had visibly deteriorated over the past years. It requires a significant amount of work for repair and upgrade, not only to preserve the value of the property, but also the value of the entire neighborhood. Jeremy Stone purchased the house with the full understanding of the needed repairs and upgrades and is strongly committed to make the necessary investments.

Many of us in the Kensington hills are fortunate to enjoy a magnificent view and in most cases, have actually purchased our houses for that reason. Therefore, obstruction of views is a highly sensitive topic that requires all of us to work together and find the right compromises. It is our understanding that Jeremy Stone made multiple modifications to her plan to accommodate the wishes of her neighbors and we hope that it settles all disputes to approve the project.

Sincerely,

Handwritten signatures of Andreas Kuehlmann and Angela Hasty-Kuehlmann. The signature of Andreas Kuehlmann is on the left, and the signature of Angela Hasty-Kuehlmann is on the right, followed by a horizontal line.

Andreas Kuehlmann and Angela Hasty-Kuehlmann



# Department of Conservation and Development

## County Zoning Administrator

Monday, March 19, 2018 – 1:30 P.M.

### STAFF REPORT

Agenda Item # \_\_\_\_\_

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<b>Project Title:</b>	7 Highgate Court Kensington Design Review
<b>County File(s):</b>	#DP17-3046
<b>Applicant:</b>	Joram Altman
<b>Owner:</b>	Jeremy Patricia Stone
<b>Zoning/General Plan:</b>	Single-Family Residential District (R-6), Kensington Combining District (-K ), and Tree Obstruction of Views Combining District (-TOV) / Single-Family Residential – High Density (SH)
<b>Site Address/Location:</b>	7 Highgate Court, Kensington; (APN: 572-181-017, -016)
<b>California Environmental Quality Act (CEQA) Status:</b>	Exempt under CEQA Guidelines, Section 15301(e)(1)
<b>Project Planner:</b>	Susan Johnson, Planner I (925) 674-7868
<b>Staff Recommendation:</b>	Approve (See section II for full recommendation)

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#### **I. PROJECT SUMMARY**

The applicant requests approval of a Development Plan for a Kensington Design Review to remodel the existing single-family residence, which includes replacing the roof, adding 18-inch high skylights, adding solar panels, replacing two trellises, and removing an 8 square foot bump out on the eastern side of the home. No addition to the gross floor area is proposed.

#### **II. RECOMMENDATION**

Staff recommends the Zoning Administrator APPROVE County File #DP17-3046, based on the attached findings and subject to the attached conditions of approval.

#### **III. GENERAL INFORMATION**

A. General Plan: The subject property is located within the Single-Family Residential – High

Density (SH) General Plan land use designation.

- B. Zoning: The subject property is located within the Single-Family Residential Zoning District (R-6), Kensington Combining District (-K), and Tree Obstruction of Views Combining District (-TOV).
- C. Environmental Review: The proposed project is exempt under CEQA Guidelines, Section 15301(e)(1), regarding "Existing Facilities", which exempts additions to existing structures, provided that the addition will not result in an increase of more than 50 percent of the floor area of the structure before the addition or 2,500 square feet, whichever is less. No addition to the Gross Floor Area is proposed.
- D. Previous Applications:
  - 1) KR17-0022: A Kensington Design Review application submitted for the remodel of the existing single-family residence, which included replacing the roof, adding 36-inch high skylights, replacing two trellises, and removing an 8 square foot bump out on the eastern side of the home. One request for a public hearing was received for this application, becoming the impetus for submittal of this development plan application.

#### **IV. SITE/AREA DESCRIPTION**

The subject property is located within an established single-family, hillside residential neighborhood in Kensington. Most homes within the immediate vicinity of the subject site were built between the early 1940s and early 1960s. Due to the location, homes within this architecturally diverse area are generally two-stories and designed to maximize views of the San Francisco Bay.

The subject residence was built in 1960 and is mid-century modern in design with panoramic views of San Francisco, the Golden Gate Bridge, and the San Francisco Bay. The 5,576 square-foot two-story residence includes 4,063 square-feet of conditioned living area, a 433 square-foot carport, a 237 square-foot covered entry court, and 843 square feet of covered decks. Two tax assessor parcel numbers have been assigned to the subject site: the existing residence resides on the portion of the property assigned (APN: 572-181-017) and the pool and 816 square-foot accessory building (a single story carport/garage with a bathroom and pool equipment storage room) is located on the portion of the property assigned (APN: 572-181-016). Although Highgate Road runs along the southern property line of the project site, access to the residence is obtained through a driveway that fronts Highgate Court.

#### **V. PROJECT DESCRIPTION**

The applicant requests approval of a Development Plan for a Kensington Design Review for an interior and exterior remodel of the existing single-family residence, which includes replacing the roof and adding 18-inch high skylights. The new roof and insulation will increase

the overall height of the house by 4 inches and the skylights will be 18 inches higher than the new raised roof ridge, changing the overall height of the residence from 26 feet and 8 inches to 28 feet and 6 inches. The existing gas flue and fireplace chimney will be extended 2 feet above the new skylights and new solar panels and a new kitchen exhaust fan will be added to the roof. In addition, this project includes the removal of an 8 square foot bump out on the eastern side of the residence, the replacement of existing glazing and sliding doors, the addition of new windows, decking repair, and the replacement of two trellises. No addition to the gross floor area is proposed.

Pursuant to a statement from the applicant, the existing roof is minimally insulated with about 1.5 inches of rigid insulation applied over the roof decking, which provides approximately R5 thermal value. To meet Title 24 compliance, R30 thermal value roof assembly is required, which, using the thinnest available insulation system, is 5.5 inches thick, and 4 inches taller than the current roof assembly. Since the wood ceiling is part of the historic fabric of this structure, the applicant and owner do not wish to cover it up by installing the new insulation on the interior, but rather keep the original concept of roof top mounted insulation. Therefore, the applicant is proposing to remove the existing roofing and insulation, install new 2x6 roof framing over the existing wood decking and apply the 5.5 inch deep insulation between the 2x6 framing. The 2x6 framing will be covered with new plywood decking to provide a structural diaphragm for the roof. New roofing will be applied over the plywood. The 2x6 cavity will also be used to run new electrical conduits for the new ceiling light fixtures, and will house the new recessed ceiling lights.

Originally, the applicant submitted plans for 36 inch high skylights (x-ref: County File #KR17-0022). In an attempt to alleviate the concerns expressed by a neighboring property owner, the applicant submitted revised plans on October 25, 2017 reducing the height of the skylight curbs from 36 inches to 18 inches. Pursuant to a statement from the applicant, the main interior spaces in the house are dark, due in part to the dark wood ceilings and floors. Adding skylights at the dark interior areas will help mitigate this issue. However, skylights bring direct sunlight into the space, which presents an issue for the property owner, who wants to display artwork. Direct sunlight can deteriorate art, even with UV glass, so avoiding direct sun penetration is important. Raising the new skylights on curbs will reduce the amount of direct light penetrating the space. Therefore, the applicant and owner are proposing to construct new skylight curbs over the living/dining room, main hall and kitchen. The top of the highest skylight (the long skylight over the living/dining) will be 18 inches higher than the new raised roof ridge, which changes the overall height of the residence from 26 feet and 8 inches to 28 feet and 6 inches. The raised curbs will provide sun angle cut-off during most times of the year. However, skylight shades were added when the applicant reduced the curbs from 36 inches to 18 inches to provide direct sun cut off during the summer when the sun is higher in the sky.

In response to the request for a public hearing, the applicant and owner also agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. In

addition, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from neighboring property located at 65 Highgate Road in Kensington.

## **VI. AGENCY COMMENTS**

- A. Kensington Municipal Advisory Council (KMAC): The project was heard at the November 28, 2017 KMAC meeting. KMAC voted unanimously to approve the project. Please see the attached correspondence for details.
- B. Building Inspection Division: In a returned Agency Comment Request form dated November 17, 2017, the Building Inspection Division stated that compliance with current building codes is required.
- C. Contra Costa Environmental Health Division (CCEHD): In a letter dated November 28, 2017, the Environmental Health Division stated that standard procedures be observed regarding wells and septic tanks. In addition, debris from construction and demolition activity must go to a solid waste or recycling facility that complies with the applicable requirements and can lawfully accept the materials. Please see the attached correspondence for details.
- D. Stege Sanitary District: In a returned Agency Comment Request form dated November 15, 2017, Stege Sanitary District indicated that the plans are approved as is.
- E. East Bay Municipal Utility District (EBMUD): In a letter dated November 14, 2017, EBMUD advised that the standard procedures for requesting additional water service be observed. Please see the attached correspondence for details.
- F. Contra Costa Mosquito & Vector Control District: In an email received on October 27, 2017, Contra Costa Mosquito & Vector Control District indicated that they had no comments on this project.

No comments were received from the El Cerrito/Kensington Fire Department or the City of El Cerrito prior to the preparation of this report.

## **VII. REQUEST FOR PUBLIC HEARING AND STAFF RESPONSE**

During the noticing period for the Kensington Design Review application, one request for a public hearing was received, becoming the impetus for submittal of this development plan application.

- A. Allen Trigueiro, resident of 65 Highgate Road, Kensington: In an email dated October 8, 2017, Allen Trigueiro requested a public hearing for the proposed project. Mr. Trigueiro's property is an approximately 37,896 square foot parcel adjacent to the eastern property

line of the subject site. The concerns raised in his email are summarized as follows:

1. Comment: The project as proposed would affect the view from Mr. Trigueiro's home because it overlooks the roof of 7 Highgate Court to see the Golden Gate Bridge and Mt. Tamalpais. The skylights will extend approximately 4 feet above the new roof, which appears to be 6 inches higher, increasing the overall elevation of the roof by 4 feet and 6 inches. The proposed solar panels will also sit on the roof facing Mr. Trigueiro's residence, which will cause a glare and is aesthetically unappealing.

Staff Response: Originally, the applicant submitted plans for 36 inch high skylights (x-ref: County File #KR17-0022). In an attempt to alleviate the concerns expressed by Mr. Trigueiro, the applicant submitted revised plans on October 25, 2017 reducing the height of the skylight curbs from 36 inches to 18 inches. Pursuant to a statement from the applicant, the existing roof is minimally insulated with about 1.5 inches of rigid insulation applied over the roof decking, which provides approximately R5 thermal value. To meet Title 24 compliance, R30 thermal value roof assembly is required, which, using the thinnest available insulation system, is 5.5 inches thick, and 4 inches taller than the current roof assembly. Since the wood ceiling is part of the historic fabric of this structure, the applicant and owner do not wish to cover it up by installing the new insulation on the interior, but rather keep the original concept of roof top mounted insulation. As shown in the attached rendering from the applicant, the raised roof and new skylights would cut off a sliver of the neighbor's view, just above the current roof ridge of the subject residence, and most of which is foreground view of the land. The neighbor's second story view from the bedroom would not be affected. The view from the green roof, just outside of the second story bedroom would be minimally affected. Photos from the site visit on December 7, 2017 are attached with this report.

The applicant and owner also agreed to re-orient the skylights over the bedroom hall so they align and create a more harmonious roof pattern and to paint the skylight curbs and metal frames gray to match the new roof color. In addition, the applicant and owner agreed to relocate the solar panels to the other side of the roof, over the subject property's master bedroom and away from Mr. Trigueiro's home.

## **VIII. STAFF ANALYSIS**

- A. Appropriateness of Use: A detached, single-family home is a use that is consistent with the Single-Family Residential District (R-6), Kensington (-K) Combining District, and Tree Obstruction of Views (-TOV) Combining District in which the project site is located. The intent of the (R-6) Zoning District, the underlying zoning district for this property, is to provide for the orderly development of single-family residential uses and those uses normally auxiliary to residential development. The proposed improvements are residential in nature and do not substantially alter the existing residence that was built in 1960. Since the proposed modifications will not change the residential character of the existing home,

it remains an appropriate use for the site.

- B. General Plan Consistency: The subject property is located within the Single-Family Residential, High-Density (SH) General Plan land use designation. This designation allows between 5.0 and 7.2 single-family units per net acre. The project site includes one single-family residence, which is a permitted land use in this designation. In addition, the proposed improvements are residential in nature and will not change the density of residential development for the site.

Located in Kensington, the project is also subject to specific policies in the Contra Costa County General Plan (2005-2020). This allows for the review of new residential development that provides reasonable protection for existing residences in the Kensington community with regard to: views of scenic natural features, design compatibility (including bulk, size, and height), adequate parking, privacy, and access to sunlight.

The proposed improvements do not substantially affect the views of scenic natural features from neighboring properties. The new roof and insulation will increase the overall height of the subject house by 4 inches and the skylights will be 18 inches higher than the new raised roof ridge. The raised roof and new skylights would cut off a sliver of one neighbor's view (whose residence sits at a higher elevation), just above the current roof ridge of the subject residence, and most of which is foreground view of the land. The neighbor's second story view from the bedroom would not be affected. The view from the green roof, just outside of the second story bedroom would be minimally affected.

- C. Zoning Compliance: The subject property is located within the Single-Family Residential District (R-6), the Kensington Combining District (-K), and the Tree Obstruction of Views Combining District (-TOV).

The existing residence meets all of the required building setbacks and the proposed construction will not increase the gross floor area of the subject site. Instead, the applicant and owner propose to replace the existing roof and insulation and add new, raised skylights. The new roof and insulation will increase the overall height of the house by 4 inches and the skylights will be 18 inches higher than the new raised roof ridge, changing the overall height of the residence from 26 feet and 8 inches to 28 feet and 6 inches. The residence will not exceed 2 ½ stories or the 35 feet maximum height restriction and will therefore meet all applicable development standards within the (R-6) Zoning District.

Section 84-74.802 of the County Code establishes gross floor area threshold standards for properties within the Kensington Combining District (-K). No addition to the gross floor area is proposed. The applicant is proposing to remove an 8 square foot bump out on the eastern side of the home, which reduces the gross floor area from 5,576 square feet to 5,568 square feet.

The Kensington Combining District (-K) includes seven criteria for approval of the Development Plan project. As detailed in the attached Kensington Combining District Findings, staff finds that the project satisfies all seven criteria. The development enhances the livability of the residence, which improves the value and enjoyment of the residence for the subject property owner. Remodeling a home will usually increase its value, which in turns adds value to the neighborhood. Impacts on neighboring property owners will be minimal since no addition to the gross floor area is proposed and the skylights have been reduced from 36 inches to 18 inches in height. Since no addition to the gross floor area of the residence is proposed as part of this project, the existing residence shall remain substantially compatible with neighboring homes with regard to size. Additionally, the proposed development is not anticipated to affect residential noise levels or parking within the neighborhood. Therefore, as detailed in the attached Kensington Combining District Findings, staff finds that the community's values, including the preservation of views, light and solar access, privacy, parking, residential noise levels, and compatibility with the neighborhood with regard to bulk and scale, will be maintained.

The Tree Obstruction of Views Combining District (-TOV) regulations do not apply to the proposed project, because no new trees, nor removal, nor alteration of existing trees are proposed which would alter views in the neighborhood.

## **IX. CONCLUSION**

Staff finds that the proposed development is consistent with the Single-Family Residential High-Density (SH) General Plan land use designation and complies with the intent and purpose of the Single-Family Residential District (R-6), Kensington Combining District (-K), and Tree Obstruction of Views Combining District (-TOV). A condition of approval has been added to the attached Findings and Conditions of Approval that will require the owner of the subject site to merge the two tax assessor parcel numbers through a lot line adjustment. Therefore, staff recommends the Zoning Administrator approve County File #DP17-3046, based on the attached findings and subject to the attached conditions of approval.

### Attachments:

- Findings and Conditions of Approval
- Maps & Photos: Parcel Map, General Plan, Zoning, and Aerial View
- Site Photos
- Skylight Rendering
- Public Comments
- Agency Comments
- Reduced Plans

LAW OFFICES  
**FERGUSON & BERLAND**  
A PROFESSIONAL CORPORATION  
1816 FIFTH STREET • BERKELEY, CALIFORNIA 94710

MICHAEL C. FERGUSON  
WILLIAM S. BERLAND

DP17-3046  
CONTRA COSTA  
2018 JUN 1 PM 4:18  
TELEPHONE (510) 548-9605  
FAX (510) 548-3143  
PLANNING PERMIT CENTER

June 1, 2018

Via Hand Delivery

Planning Commission  
c/o Community Development Division  
Application and Permit Center  
30 Muir Road  
Martinez, CA 94553

RE: Appeal of Approval of Development Plan for 7 Highgate Court,  
Kensington, CA  
County File DP17-3046

Dear Planning Commission:

I represent Respondent, Jeremy Stone. This is a response to the appeal filed by Allen Trigueiro of the issuance of an approval for Ms. Stone's Development Plan for 7 Highgate Court, Kensington. Mr. Trigueiro sets out three grounds as the basis of his appeal. Each ground is without merit, as discussed below.

1. **The 23' long Skylight.** Mr. Trigueiro claims that the 23' skylight along the south side of the roof will obstruct his view. This objection was raised by Mr. Trigueiro at the Zoning hearing that took place on March 19, 2018, before Thelma Moreira, Zoning Administrator.<sup>1</sup> The Zoning Staff Report prepared by Susan Johnson for that hearing noted that Ms. Stone had already reduced the height of the skylight from 36" high to 18" high. Ms. Johnson stated "the raised roof and new skylight would cut off a *sliver*" of Mr. Trigueiro's view. [Emphasis added.]

In her written decision, Ms. Moreira confirmed Ms. Johnson's opinion in the Staff report that the skylight did not impede Mr. Trigueiro's view.<sup>2</sup> Ms. Moreira wrote that "there is no substantial blockage of view on skyline, bridges, distance, cities, geologic features, terrains, or bodies of water." [Cross Transcript, 4:21-5:15; Underlining in Moreira's original written decision.]

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<sup>1</sup> Ms. Moreira presided at the Zoning hearing that took place on March 19, 2018. She took the matter under submission, and was not available for the next hearing, which took place on April 2, 2018. Ms. Moreira issued a written decision that was read on April 2, 2018, by Zoning Administrator I. Cross.

<sup>2</sup> Respondent had prepared a certified written transcript of the April 2<sup>nd</sup> and March 19<sup>th</sup> Zoning Hearings. A copy of the April 2<sup>nd</sup> Hearing is attached as Exhibit 1, and a copy of the March 19<sup>th</sup> Hearing is Exhibit 2.

Mr. Trigueiro also claims in his appeal that there is an ambiguity regarding the measuring point of the curb height. There is no ambiguity. The 23' long skylight that is over the dining room will rise 18" above the new roof ridge. The new roof ridge is being raised 4" for new insulation, for a total of 22" above the current roof ridge. This is how the drawing depicts the height change. (The fact that the skylight's south facing curb is more than 22" is immaterial, as the relative elevation difference of the building height with this new skylight remains at 22".) The roof height at 4" higher than the current roof and the skylight at 18" high (after having been reduced from 36" to accommodate Mr. Trigueiro's concerns expressed prior to the Zoning hearing) does not change the fact that only a *sliver* of Mr. Trigueiro's view will be affected.

- 2. The color of the roof and skylights.** Mr. Trigueiro states that due to the highly visible nature of Ms. Stone's roof, the color of the gray roof and skylights are important and that Mr. Trigueiro would like to be part of that decision.

It is difficult to understand this appeal point, as the Zoning decision includes a provision that requires that the color be of low reflectivity and that gives Mr. Trigueiro an opportunity to comment to Ms. Stone as to the brightness of the color. Condition 3 of the approval provides that "the skylight curbs and metal frames shall be painted to match the roof and be of low reflectivity. The project owner may consult and provide the property owner of 65 Highgate Road an opportunity to comment on the type, texture of the skylight color material." [Cross Transcript, 8:2-9.]

While Ms. Stone has no objection to choosing a color for the roof and skylight that is of low reflectivity and to provide Mr. Trigueiro an opportunity to comment of the type and texture of the roof and skylight color material, she does object to Mr. Trigueiro's "being part of the decision" if that means his approval is needed. It is clear from the history of this project, and the concessions already made by Ms. Stone in an effort to appease Mr. Trigueiro, that it would be virtually impossible to obtain Mr. Trigueiro's approval of anything.

- 3. The roof height will be more than 4" above the existing roof.** There is nothing to suggest that the roof height will be more than 4" above the existing roof. The current roof and insulation assembly is approximately 2" thick. It is being removed and replaced with 2x6 sleeper joists, 1/2" plywood and roof membrane, for a total thickness of approximately 6". Thus the net difference is 4" higher than the current roof height.

Moreover, after careful consideration of the comments made at the March 19, 2018, hearing regarding the height of the roof and the skylights, Ms. Moreira concluded that there was no meaningful impact from the roof height on Mr. Trigueiro's view as it would only cut off a *sliver* of his view.

### Conclusion

For the reasons stated above, Mr. Trigueiro's "objections" are without merit. It should be noted that Mr. Trigueiro waited until the very last day to file his appeal. Given his meritless objections, and the timing of his filing this appeal, it is apparent that the only motivation for this appeal was the desire of Mr. Trigueiro to delay Ms. Stone's project for as long as possible, and to make her jump through as many administrative hoops as possible in order to raise the economic stakes for her to continue forward. His tactics should not be rewarded. His appeal should be denied.

Sincerely,

FERGUSON & BERLAND

A handwritten signature in blue ink, appearing to read "William S. Berland", with a long horizontal line extending to the right.

William S. Berland

WSB/rr  
Encl.

cc: Jeremy Stone

**County File #DP17-3046, Site Photos taken on December 7, 2017**

View of subject site (APN: 572-181-017) from the first floor at 65 Highgate Road, Kensington:



View of subject site (APN: 572-181-017) from the first floor at 65 Highgate Road, Kensington:



View of subject site (APN: 572-181-017) from the second floor bedroom at 65 Highgate Road, Kensington:



View of subject site (APN: 572-181-017) from the green roof, just outside of the second floor bedroom at 65 Highgate Road, Kensington:



Additional views from the Apellant's residence of the San Francisco Bay from the first level of the residence:





7 Highgate Court, Kensington  
Development Plan Appeal

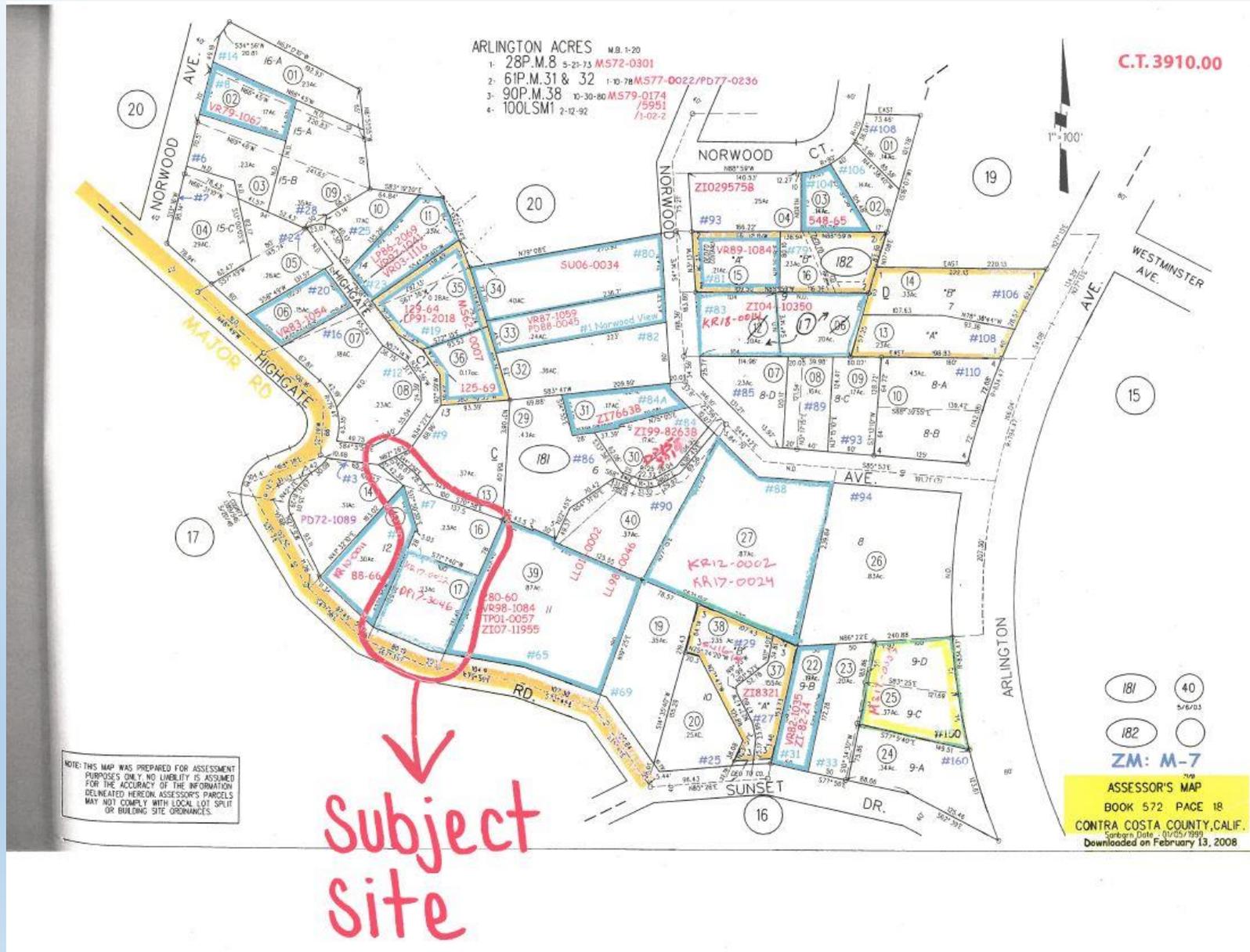
County File #DP17-3046

Contra Costa County Board of Supervisors  
Tuesday, September 18, 2018

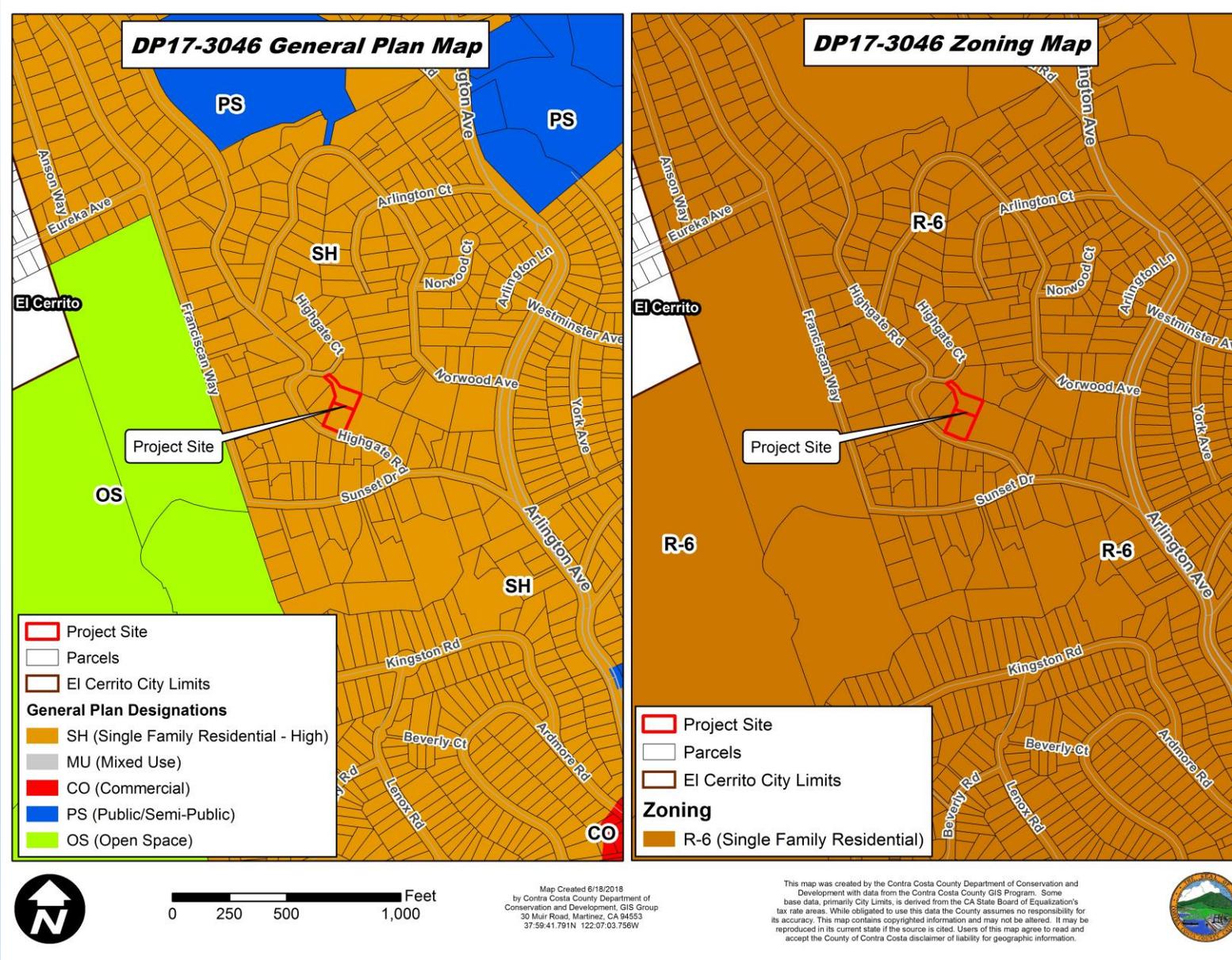
# Project Description

This hearing is for an appeal of the County Planning Commission's decision to approve a remodel of a single-family residence, located at 7 Highgate Court in Kensington, which includes replacing the roof, adding skylights and solar panels, replacing two trellises, and removing 8 square feet of floor area from the kitchen.

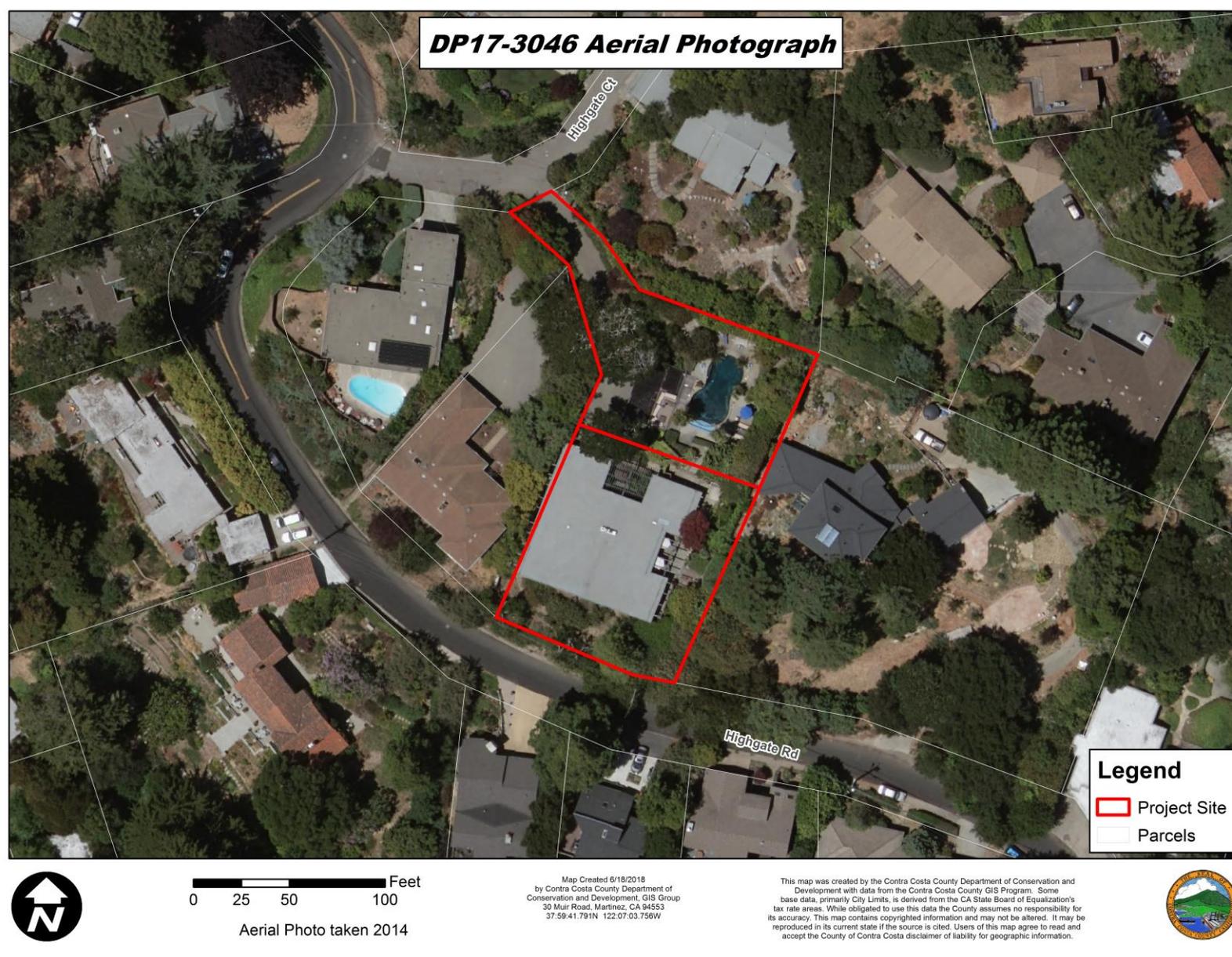
# Assessor's Parcel Page



# General Plan and Zoning Maps



# Aerial Photo



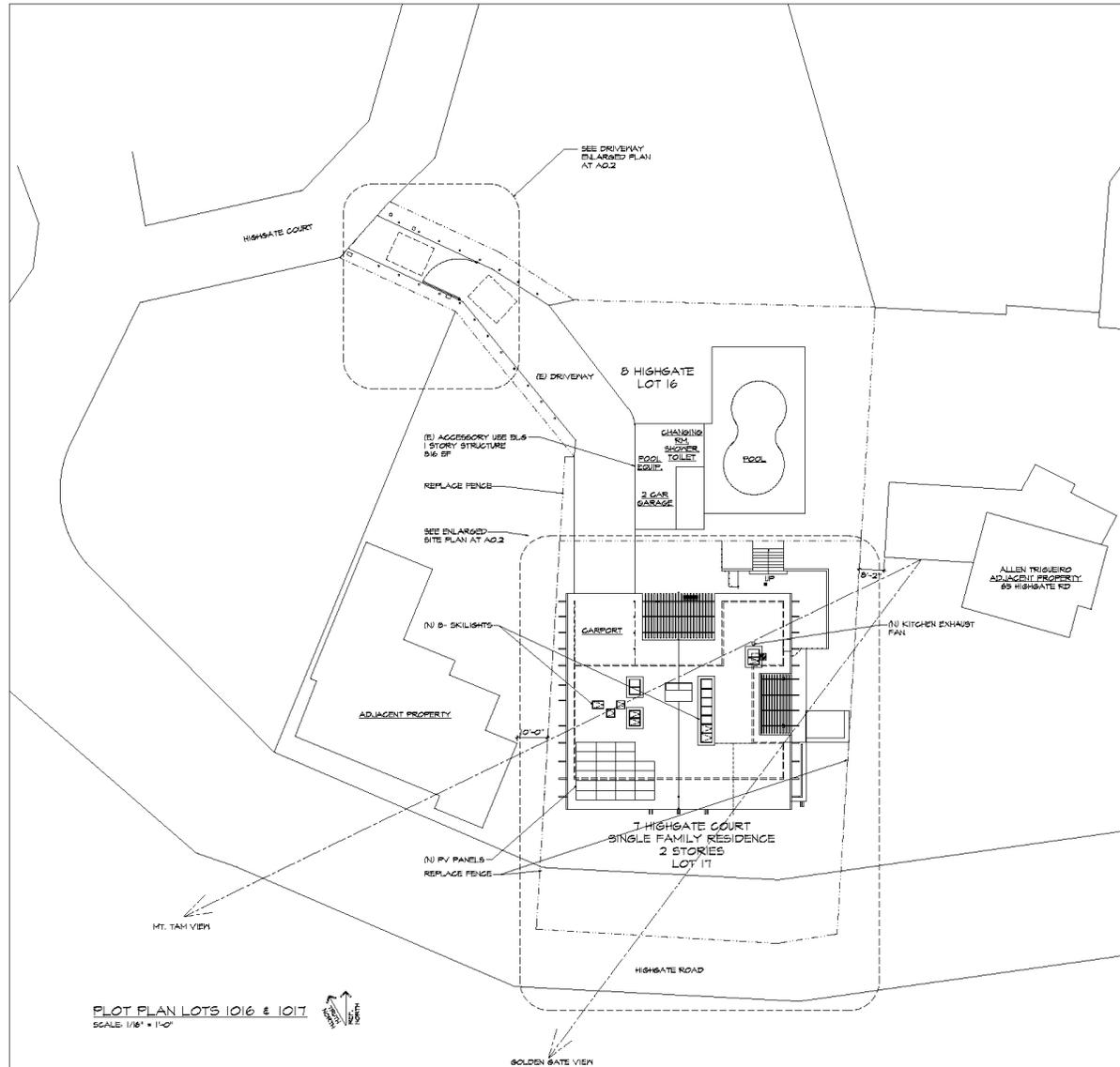
# Background

- On August 28, 2017, a Kensington Design Review application (County File #KR17-0022) was submitted for the remodel of a single-family residence. One request for a public hearing was received, becoming the impetus for submittal of this development plan application.
- A public hearing before the Zoning Administrator (ZA) was scheduled for Monday, March 19, 2018. The ZA continued the project as a closed hearing until April 2, 2018 to consider the testimony received.
- The Zoning Administrator approved the Development Plan at the public hearing held on April 2, 2018 with modified findings and conditions of approval.
- On April 12, 2018, Allen Trigueiro (65 Highgate Road) appealed the Zoning Administrator's decision to approve County File #DP17-3046.
- A public hearing before the County Planning Commission (CPC) was scheduled for Wednesday, June 27, 2018. A motion was made to approve the project and deny the appeal. The motion was passed by the CPC with a 4-2 vote. This approval includes accepting the revised south elevation (submitted at the County Planning Commission), which shows that the new roof will be 6 inches taller than the existing roof.
- On July 5, 2018, Allen Trigueiro (65 Highgate Road) appealed the County Planning Commission's decision to approve County File #DP17-3046.

# Summary of Appeal

Allen Trigueiro is objecting to the project based on the height of the skylights. According to Mr. Trigueiro the south-facing 23-foot long skylight would obstruct approximately 1/3 of his view of the San Francisco Bay. Mr. Trigueiro claims that normal skylights usually measure 6 inches (curb height) above the roof, not 30 inches above the roof surface as shown on the plans.

# Site Plan



PLOT PLAN LOTS 1016 & 1017  
SCALE: 1/8" = 1'-0"

## LOCATION MAP



## SHEET INDEX

- ARCHITECTURAL**
- A0.1 PLOT PLAN & PROJECT DATA
  - A0.2 SITE AND DRIVEWAY ENLARGED PLAN
  - A1.1 EXISTING / DEMO PLAN
  - A1.2 EXISTING / DEMO PLAN
  - A2.1 REMODELED FLOOR PLAN
  - A2.2 REMODELED FLOOR PLAN
  - A2.3 REMODELED ROOF PLAN
  - A3.1 EXISTING ELEVATIONS
  - A3.2 EXISTING ELEVATIONS
  - A3.3 REMODELED ELEVATIONS
  - A3.4 REMODELED ELEVATIONS

## PROJECT SCOPE OF WORK

**1ST FLOOR:** MINOR BATHROOM UPDATES AND FINISHES, NEW CLOSETS IN BEDROOMS, UPGRADE HYDROVIC HEATER, REPLACE DECKING AND GUARDRAIL, NEW LIGHTING, SMOKE DETECTORS AND RECEPTACLE CODE UPGRADE.

**2ND FLOOR:** REMODEL KITCHEN AND MASTER BATHROOM, NEW LAUNDRY ROOM, MINOR WALL REMOVAL, REMOVE (E) POPOUT AT KITCHEN, REPAIR DECKING AND GUARDRAIL, NEW LIGHTING, SMOKE DETECTORS AND RECEPTACLE CODE UPGRADE.

**ROOF:** NEW ROOF AND INSULATION, NEW SKYLIGHTS AND KITCHEN EXHAUST FAN.

**EXTERIOR:** REPLACE EXISTING GLAZING AND SLIDING DOORS AND ADD NEW OPERABLE WINDOWS, NEW WALL INSULATION, REPAIR AND REBUILT DECK ON GRADE AT HOT TUB AREA.

VOLUNTARY STRUCTURAL SEISMIC UPGRADE

## PROJECT INFORMATION

APPLICABLE CODES: 2016 CALIFORNIA RESIDENTIAL CODE

OCCUPANCY GROUP: (E) AND (N) R3

CONSTRUCTION TYPE: (E) AND (N) V-B

STORIES: (E) AND (N) 2 STORIES

## AREA TABLE (SF)

PARCEL AREA: 10,215 (LOT 16) + 11,203 (LOT 17) = 21,418 SF

	EXISTING	NEW	PROPOSED
<b>LOT 16</b>			
ACCESSORY USE	816	---	816
<b>LOT 17</b>			
<b>SINGLE FAMILY RESIDENCE</b>			
FIRST FLOOR	1212	---	1212
SECOND FLOOR	2851	-8	2843
TOTAL	4063	-8	4055
COVERED CARPORT	433	---	433
COVERED DECKS	843	---	843
COVERED ENTRY COURT	237	---	237
GROSS FLOOR AREA	5576	-8	5568
UNCOVERED DECKS ON GRADE	152	---	152
UNCOVERED PATIOS	491	---	491*
LANDSCAPE AREA	438	---	438
UNCOVERED POOL AREA	1800	---	1800

\* CONVERT IMPERMEABLE PATIO AREA INTO PERMEABLE

JORAM S. ALTMAN  
ARCHITECT  
819 Alameda Street  
San Francisco, CA 94114  
415.282.2823 tel  
joram@joramhvac.com



**RESIDENCE REMODEL**  
7 HIGHGATE COURT - KESINGTON, CA  
APN: 572-18-017016

- ISSUED FOR: \_\_\_\_\_
- 02/01/17 Client Meeting
- 04/11/17 Client Meeting
- 05/01/17 Issue to Permitting
- 07/11/17 Client Meeting
- 08/01/17 Design Review
- 09/01/17 B1
- 09/01/17 Development Plan
- 10/01/17 Meeting
- 10/01/18 Interior Remodel Permit
- 02/01/18 New Gas Fire Hood for B1

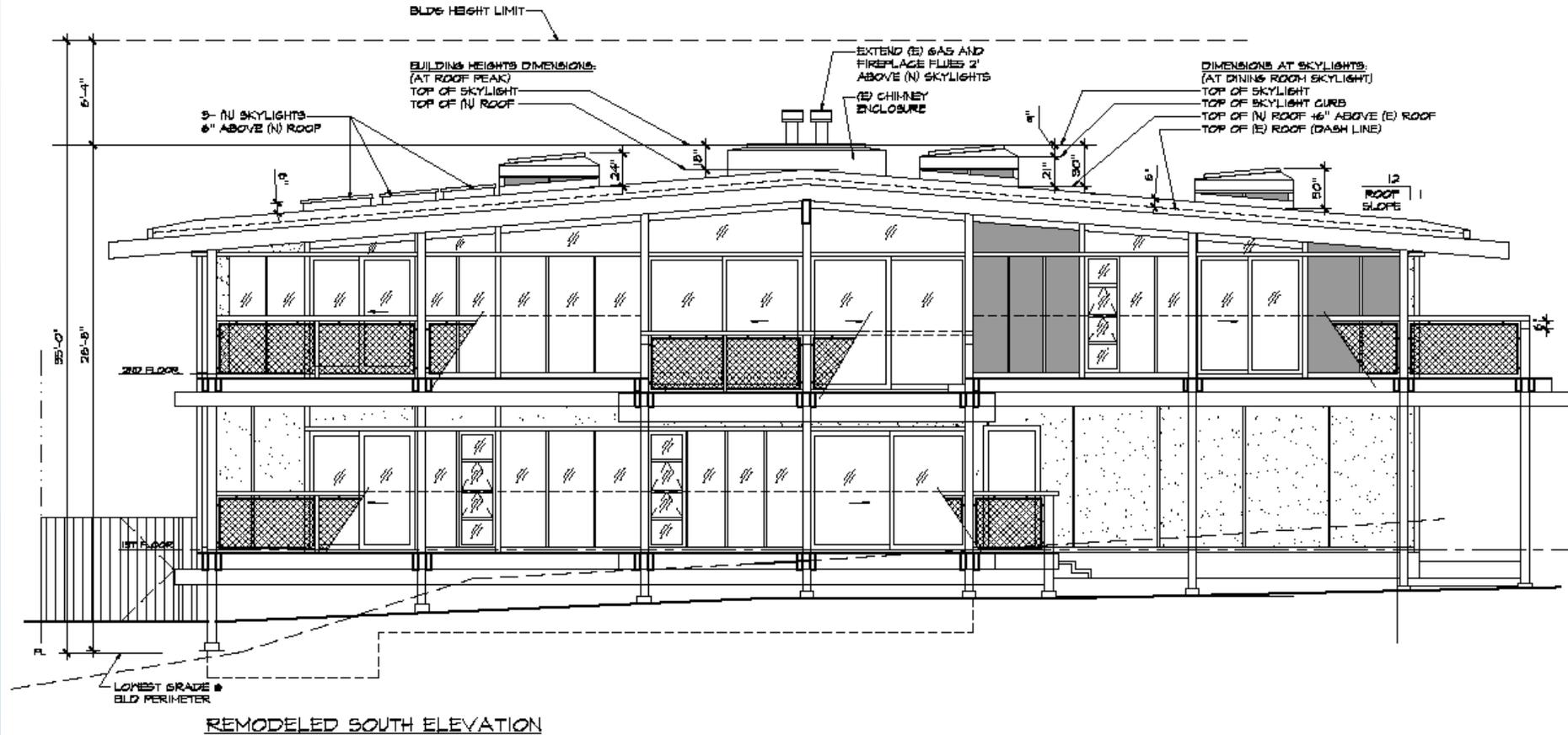
SHEET TITLE

Project Data and Plot Plan

JOSR: 2/08  
DATE: 04/17  
DRAWN BY: JB  
SCALE: AS NOTED

A0.1

# Revised South Elevation



# View of subject residence from Mr. Trigueiro's Residence (first floor living room)



# View of subject residence from Mr. Trigueiro's Residence (second floor bedroom)



# Additional views from Mr. Trigueiro's Residence (first floor)



# Staff Recommendation

Staff recommends that the Board of Supervisors DENY the appeal and UPHOLD the County Planning Commission's decision for County File #DP17-3046.

**QUESTIONS?**

w/ D.6

posard broek + associates

October 22, 2018

Allen Triguiero  
65 Highgate Road  
Kensington, CA 94707

RE: 7 Highgate Court, Kensington, CA 94707  
PB+A Review of "Appeal of Development Plan Approval for the Remodel at 7 Highgate Court, Kensington" & related documents.

Dear Allen,

POSARD BROEK + ASSOCIATES (PB+A) was contacted by you on October 16, 2018 in connection with the above referenced project. We were subsequently asked to review the design review set of plans titled "Residence Remodel – 7 Highgate Court, Kensington, CA" prepared by Joram S. Altman, dated March 1, 2018 ("Rev Dev Plan"); as well as the revised South Elevation (undated; received by Contra Costa County June 14, 2018). We also visited the site, met with you, and reviewed the view impact of the proposed remodel at 7 Highgate Court, on October 18, 2018.

PB+A is an interdisciplinary firm of architects, engineers, and construction managers specializing in the design, investigation, analysis, testing, and remediation of building systems in historic and contemporary structures. Over the last twenty years, PB+A and its principals have successfully completed thousands of investigative, testing, and repair projects throughout the United States involving virtually every type of building system and construction material, structural system, and architectural component.

PB+A understands that you, as the Owner of 65 Highgate Road (which adjoins 7 Highgate Court), are concerned about having established views of the Bay, in particular that of Brooks Island, which holds historical, personal significance for you, obstructed by the proposed building height increase at 7 Highgate Court.

As part of our review, PB+A in addition to the above noted documents also reviewed the Contra Costa County General Plan and the Kensington View Ordinance, particularly with respect to safeguarding the views of existing properties.

Below is a summary of PB+A's review of the plan set, the Zoning Administrator Staff Report dated March 19, 2018 (Design Review), the Zoning Administrator Staff Report dated June 27, 2018 (Appeal of Development Plan Approval), Contra Costa County and Kensington design guidelines, and our proposed considerations to allow you to retain your current bay view.

MARCH 1, 2018 "REV DEV PLAN" (MOST PAGES STILL DATED 10/25/17 "DEVELOPMENT PLAN")

1. The roof ridgeline height increase of the subject property is called out at 4" on the current plan set. Per your information, this was verbally changed to 6" at the last design review meeting by the 7 Highgate Court design team. The 4" ridgeline height increase should be confirmed.
2. The new skylight height is called out as 1'-6" above the NEW ridgeline.
3. Taken together, this represents a total 22" – 24" increase to the building height.
4. The chimney height will need to be increased accordingly for code compliance. The plans show an increase in the flue height only, with the masonry chimney left in place. Confirmation should be provided that only the metal flues will increase in height.
5. The property, and in particular the building height, have not been surveyed by a licensed surveyor to our knowledge, and all measurements that pertain to the increase in building height have been taken from the existing ridgeline. During construction, this ridgeline benchmark will be destroyed as the roofing and existing insulation are removed, at which point there will be no way to document compliance with the approved height increase.
6. The plans do not contain any information (section drawings or product cut sheets) regarding the proposed roof build-up/ skylight design.

7. The plans do not include even a rudimentary shading study to document the applicant's claim that a deeper skylight is required to mitigate direct sunlight. A 6" skylight curb, taken together with the increase in the building height, would provide at least 12" of depth (on the shallow side), measured from the interior.
8. The 23' long skylight, which is roughly oriented in a North-South direction, will allow direct sunlight to penetrate the building for a significant portion of the day during every season, simply due to its length and orientation. Therefore, shades would be necessary to mitigate direct sunlight, regardless of the skylight depth.
9. The two operable sections of the 23' long skylight are placed on the project South end of the skylight, such that when open they will further block the view from 65 Highgate Road. Placement at the opposite end would be less intrusive.
10. The size and orientation of the 23' long skylight in particular will undoubtedly create glare/ light pollution, significantly impacting the nighttime view from 65 Highgate Road.

#### KENSINGTON PLANNING ORDINANCE

The following guidelines were found on the Contra Costa County website.

- a. 84-74.204 - Purpose and intent. "The purpose of this chapter is to provide specific regulation...while minimizing impacts upon surrounding neighbors and *not substantially impairing the value and enjoyment of their neighbors' property...*" [emphasis added]. The proposed design would impact the enjoyment of the 65 Highgate Road property, both from the standpoint of the daytime view, and even more so from the standpoint of the nighttime view.
- b. 84-74.404 – Definitions. (m) "Obstruction" means any substantial blockage or diminution by the proposed development on surrounding neighbors' light, solar access, view..." The proposed design represents a substantial view blockage.
- c. 84-74.404 – Definitions. "Views include but are not limited to scenes of skylines, bridges, distant cities, *distinctive geologic features*, hillside terrain, wooded canyons, ridges and bodies of water." [emphasis added] The loss of the view of Brooks island is a significant aspect of the view blockage.

#### JUNE 27, 2018 APPEAL OF DEVELOPMENT PLAN APPROVAL FOR THE REMODEL AT 7 HIGHGATE COURT, KENSINGTON

The staff recommendation was for denial of the appeal, however, PB+A disagrees with several of their findings.

1. The staff report makes no mention of light pollution—the glare from the new skylights that threatens to ruin the nighttime view from 65 Highgate Court.
2. Section VI, paragraph 1. "The existing gas flue and fireplace chimney will be modified to extend 2 feet above the skylights..." Verification should be provided that only the metal flues will be extended, and that the original masonry chimney will not be increased in height. If the masonry chimney is going to be increased in height, this represents an additional view blockage.
3. Section VI, paragraph 3. "The raised curbs will provide a sun angle cut-off during most times of the year." In fact, due to the length and orientation of the 23' long skylight, direct sunlight will penetrate the building for a portion of each day during all seasons.
4. Section VI, paragraph 3. "Skylight shades were added when the applicant reduced the skylight curb height to provide direct sun cut off during the summer..." The skylight shades eliminate the need for the increased depth.
5. Section VIII, part C. The Staff Response claims that the building inspector will verify the building height. Building inspectors rarely, if ever, are aware of or tasked with verifying a specific building height. Survey verifications would be done through an independent third-party licensed surveyor.

PRELIMINARY CONCLUSIONS

Based on our site visit and review of the documents produced by the 7 Highgate Court designer, as well as the design review findings, it is PB+A's opinion that the height increase at the 7 Highgate Court property does not conform to the Kensington Planning Ordinance, nor to the Contra Costa County General Plan. Further, by implementing a few minor adjustments, the Applicant could achieve the design goals of indirect natural light via new skylights, while preserving the historical view from 65 Highgate Road.

PROPOSED CONSIDERATIONS

The following proposed considerations would protect 65 Highgate Road's existing views of the bay without compromising the applicant's proposed project.

1. The proposed design will impact the view from a primary living space (the living room) at 65 Highgate Court, and thus should be given special consideration. *The impact on the nighttime view will be significant.* The Zoning Administrator's staff has been negligent in failing to highlight or consider this particular view impact.
2. The proposed design will impact both the quantity and the quality of the seated view from 65 Highgate Court. It will not only take away a significant portion of the view of the bay, but it will also obscure most of Brooks Island, a scenic natural feature that also holds historical personal significance for the Owner.
3. Moving the operable sections of the 23' long skylight to the project North end of the skylight would mitigate the view impact of the operable sections when open.
4. Instead of increasing the curb height from what is standard, the applicant could limit direct sunlight by decreasing the plan dimensions of the skylights. The 23' long skylight, for instance, which is roughly oriented in a North-South direction, will allow direct sunlight to penetrate the building for a significant portion of the day during every season, simply due to its length and orientation, and regardless of its depth.
5. Additionally, the applicant can achieve more than sufficient skylight depth by constructing the short side of the curb at a standard 6", which, taken together with the increased roof package depth of 6", would provide 12" or more of depth on the shallow side.
6. The applicant plans to add shades to the skylights, and has stated that this is a concession that was made due to decreasing the depth of the skylights. However, it is the case that the 23' long skylight would have required shades regardless of its depth. Since shades must be included for the 23' long skylight, there is no reason why the skylight cannot be of standard height.
7. Choosing an opaque skylight, or an opaque lay-light below the skylight, would cut down on direct sunlight issues while maintaining the view from 65 Highgate Road.
8. The County Planning Commission should require that the applicant hire a licensed surveyor, to be approved by the Owner at 65 Highgate Road, to determine the height of the existing roof, and then to certify compliance with the approved building height, both during construction, and once construction has been completed.

Please contact us if you have any questions.

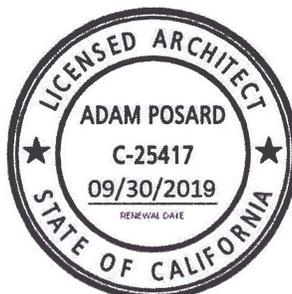
Sincerely,



Approved Electronic Signature

Adam Posard, A.I.A. LEED® AP  
Principal

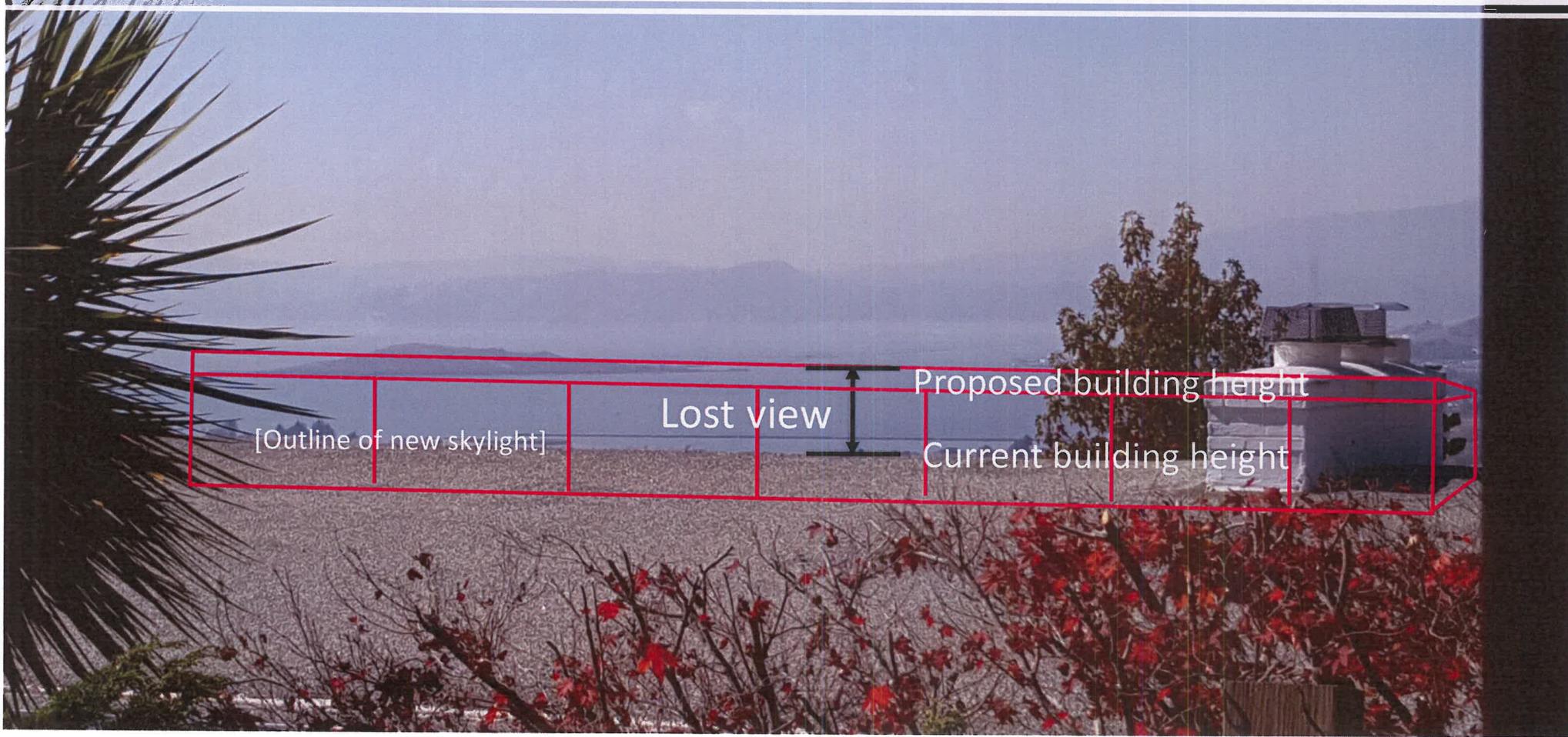
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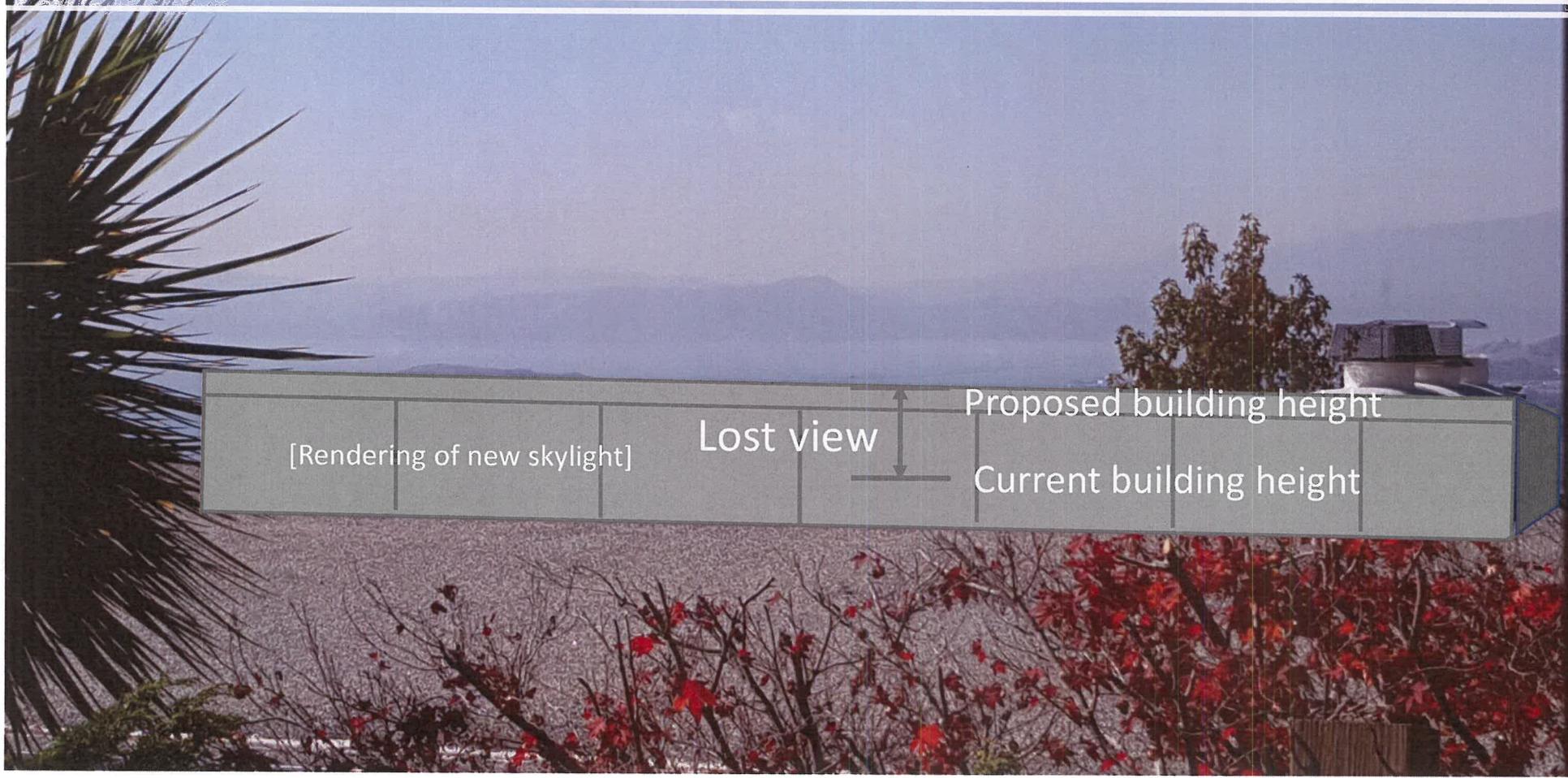
65 Highgate Road: current seated view



# View loss due to height increase at 7 Highgate Court



# View loss due to height increase at 7 Highgate Court



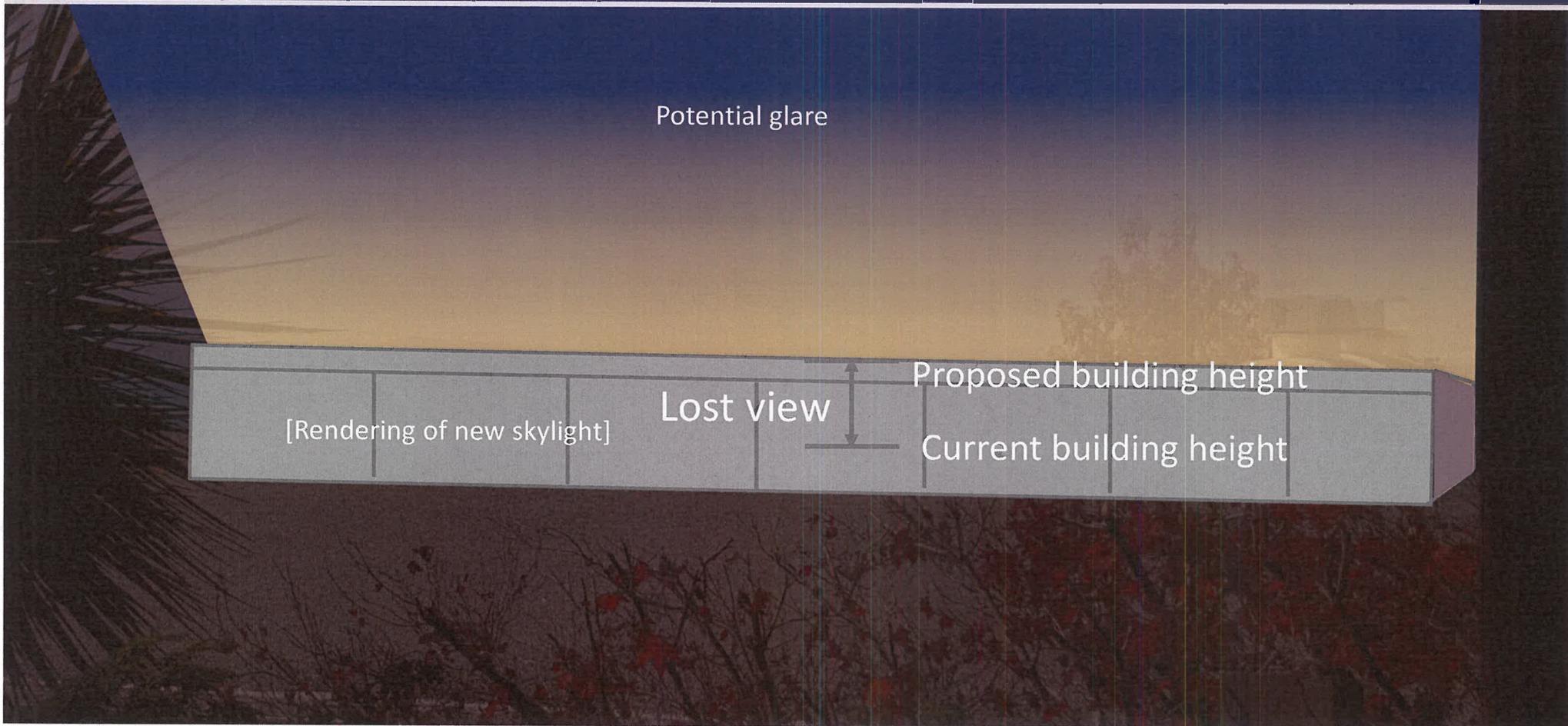
[Rendering of new skylight]

Lost view

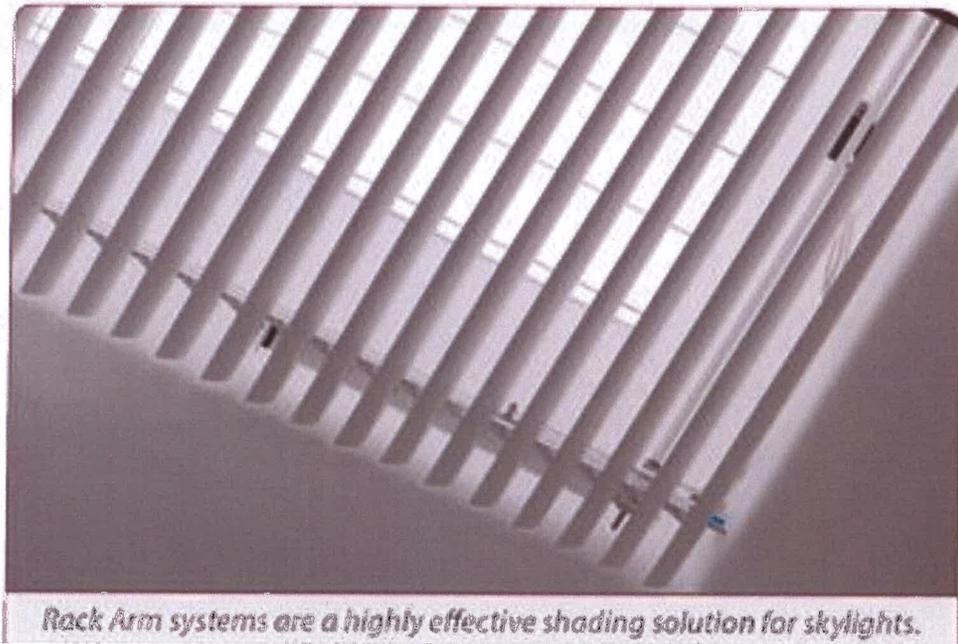
Proposed building height

Current building height

# Rendering of light pollution from new skylights



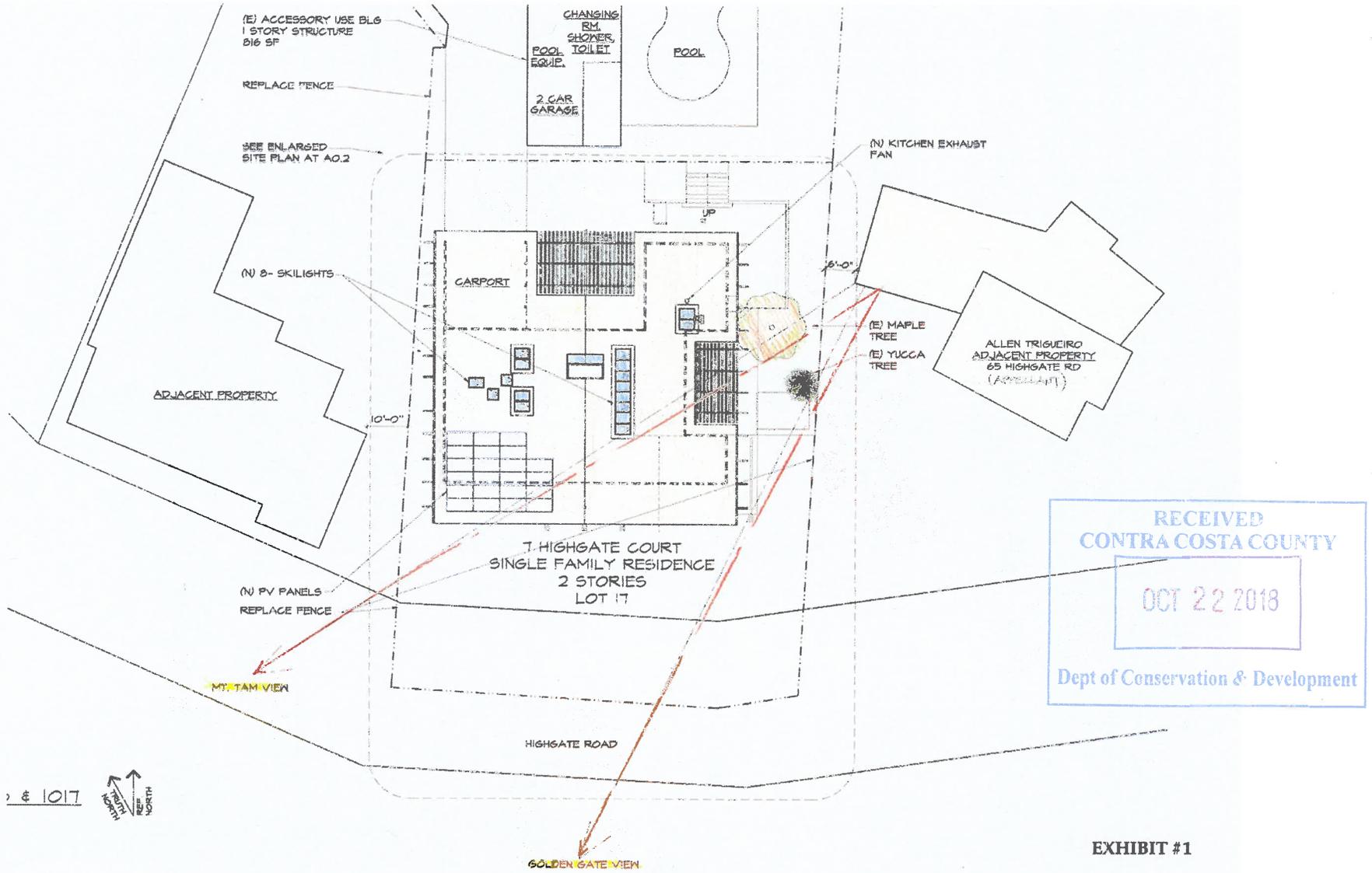
## Skylight Shading Options



## Skylight Opaque Glazing Options



# Exhibit #1: Site Plan Showing relationship of Trigueiro's house to 7 Highgate



# Exhibit #2

## Sun angle study at dining room skylight with 18" high curbs

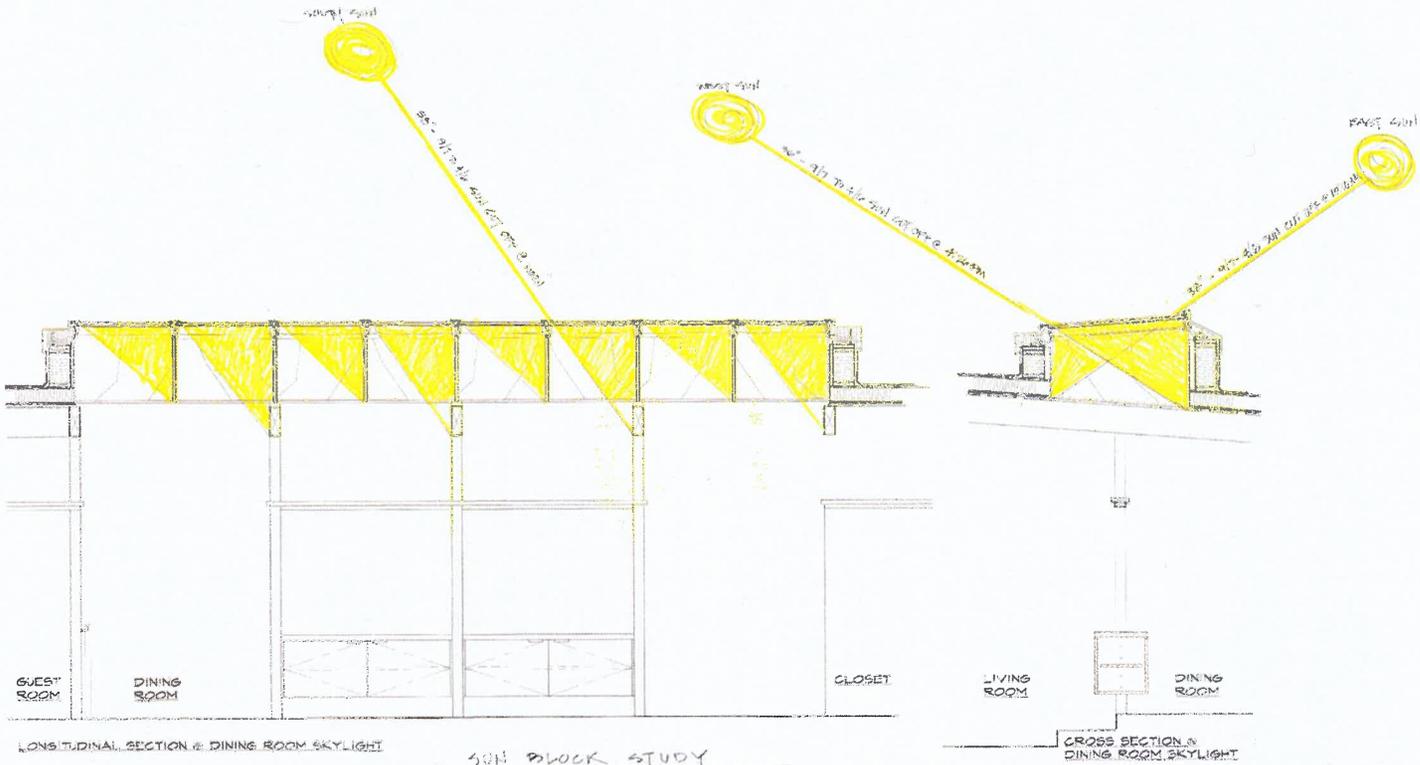


EXHIBIT #2

# Exhibit #3: Site Section with view lines from Trigueiro's house over 7 Highgate roof

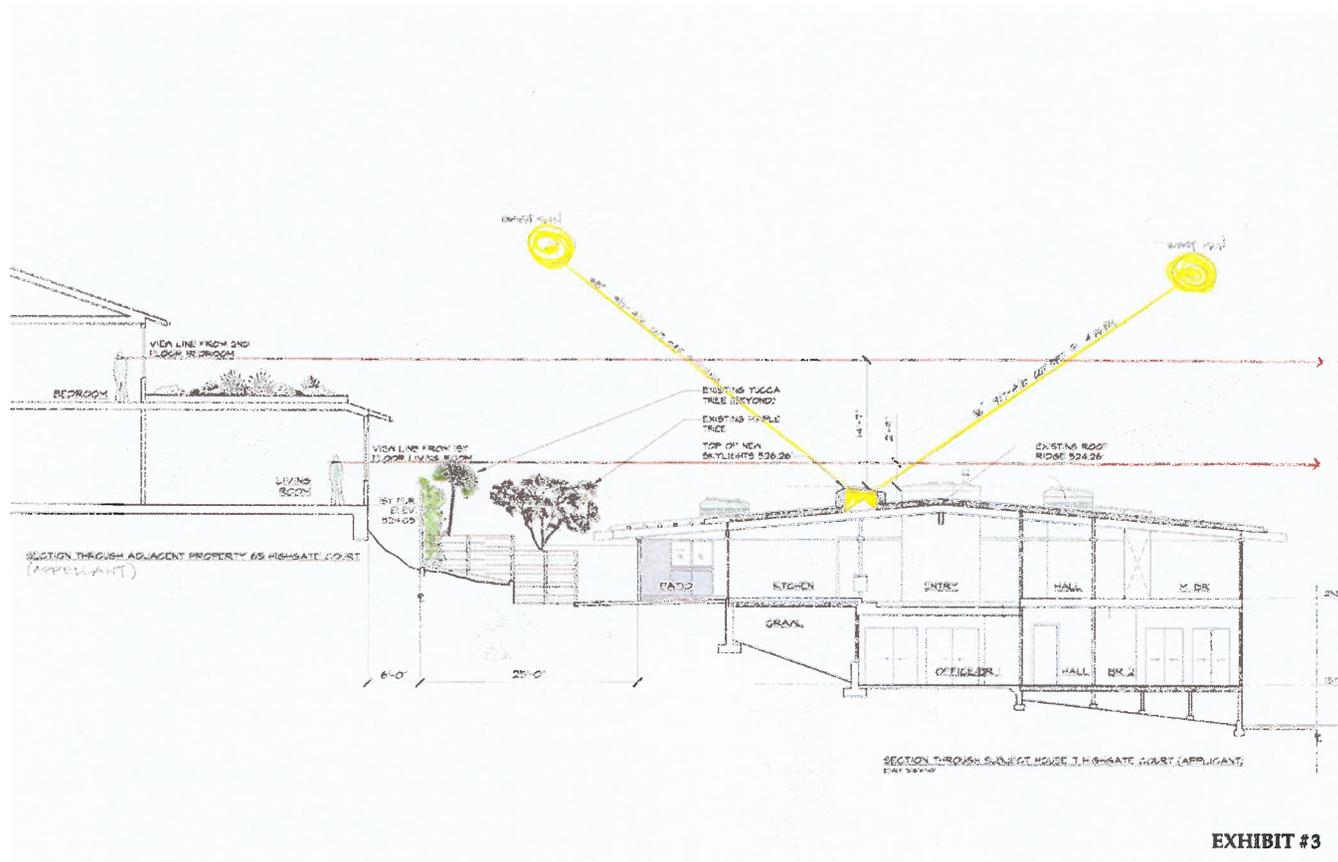


Exhibit #4: View from Trigueiro's living room  
with proposed skylight at 7 Highgate roof



# Exhibit #5: Trigueiro's view lines over 7 Highgate Court roof with proposed skylights

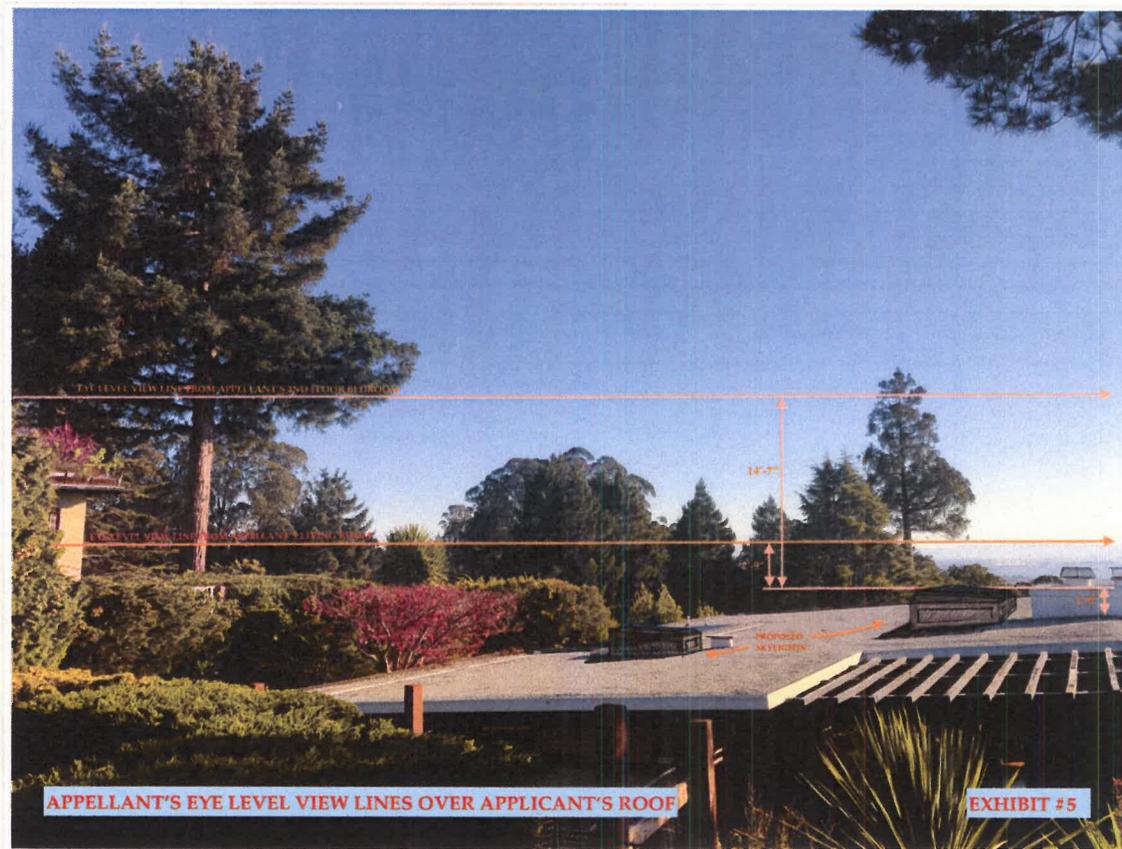


Exhibit #6: Stand up view from Trigueiro's living room with  
7 Highgate roof and proposed skylight



Exhibit #7: Sit down view from Trigueiro's living room with  
7 Highgate roof and proposed skylight



VIEW FROM APPELLANT'S LIVIGN ROOM, SITTING POSITION

EXHIBIT #7

Exhibit #8: No impact of San Francisco view from Trigueiro's deck

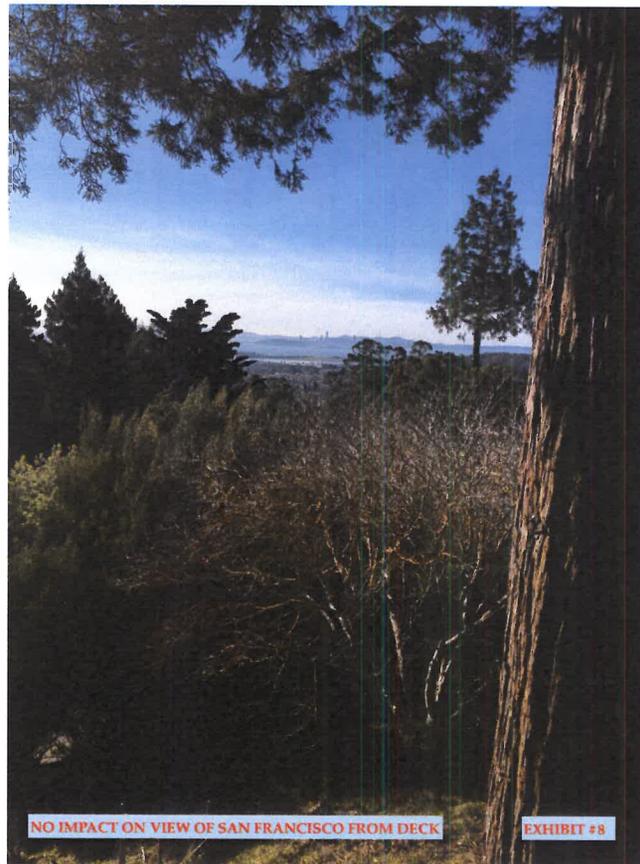


Exhibit #9: Westerly corner view from Triguero's deck over  
7 Highgate roof with proposed skylight

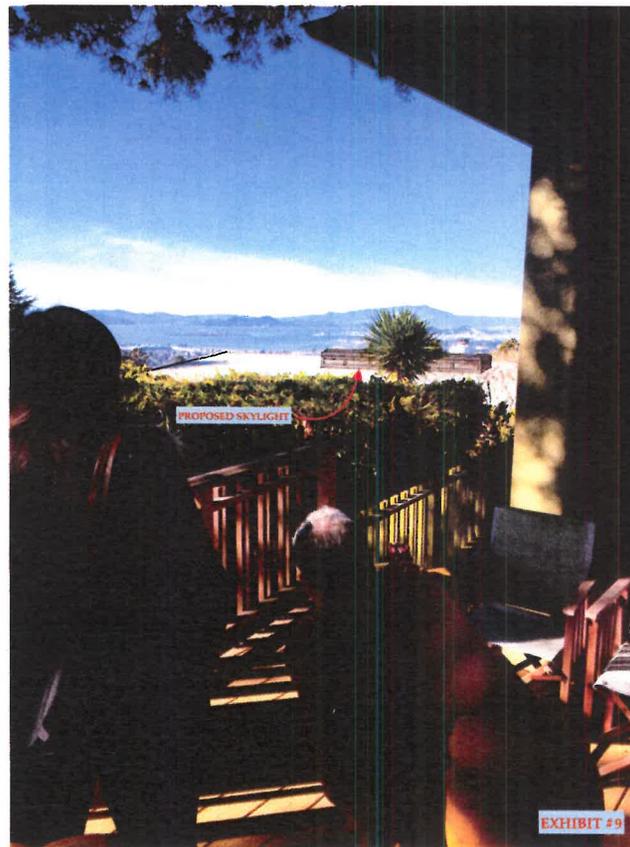


Exhibit #10: No impact from Trigueiro's study of San Francisco view



Exhibit #11: No impact of Trigueiro's panoramic deck view with portion of 7 Highgate roof showing





**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Preliminary recommendations from interdepartmental team regarding illegal dumping in Contra Costa County

---

**RECOMMENDATION(S):**

1. RECEIVE presentation on the Illegal Dumping Problem in Contra Costa County from interdepartmental team.
2. REVIEW preliminary recommendations from interdepartmental team on potential strategies to better address illegal dumping and PROVIDE initial feedback.
3. REQUEST that the interdepartmental team reach out to neighboring jurisdictions, other affected agencies, franchised haulers and other stakeholders to solicit additional input, refine the preliminary presentation and recommendations, and return to the Board of Supervisors in 2019 for Board consideration of recommendations.

**FISCAL IMPACT:**

Staff costs to prepare the preliminary recommendations have been accommodated using existing, budgeted staff resources. Some of the potential actions discussed in the preliminary recommendations would involve additional costs that cannot be accommodated within existing budgets. Estimated costs of existing and new/expanded actions are included in Table 1. The total estimated costs of existing efforts is approximately \$1,827,000 and of potential new/expanded actions is \$944,000.

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

Action of Board On: **10/23/2018**  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: October 23, 2018

Contact: John Kopchik,  
925-674-7819

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

By: , Deputy

cc:

## BACKGROUND:

The above noted recommendations and associated attachments pertaining to illegal dumping in Contra Costa County were prepared by an interdepartmental team of experienced professionals from five different County departments. The five participating Departments are the Sheriff's Office, the District Attorney's Office, the Department of Public Works, the Environmental Health Division of the Health Services Department and the Department of Conservation of Development. Further background information is included in the Memorandum report dated October 23, 2018 which is attached as Exhibit A. The slide presentation and a table listing all of the preliminary recommended strategies are attached as Exhibit B & C.

## CONSEQUENCE OF NEGATIVE ACTION:

The Board would not receive the presentation regarding illegal dumping in the County and provide feedback regarding preliminary recommended options and request follow-up report be presented in 2019.

## CLERK'S ADDENDUM

*Speakers: Jill Mercurio, Public Works Director for City of San Pablo; Erin Armstrong, office of Alameda County Supervisor Nate Miley. The Board would like the interdepartmental team to look into increased camera surveillance, strengthening the waste haulers ordinance to elevate illegal dumping from an infraction status, and work with waste services companies to provide additional and more frequent options for collection of debris from the public. ACCEPTED the report; REQUESTED that the interdepartmental team reach out to neighboring jurisdictions, other affected agencies, franchised haulers and other stakeholders to solicit additional input, refine the preliminary presentation and recommendations, and return to the Board of Supervisors in March 2019 for Board consideration of recommendations.*

## ATTACHMENTS

Exhibit A-Cover Memo to BOS re-Illegal Dumping

Exhibit B -Illegal Dumping Think Tank Slides

Exhibit C- Table 1- Preliminary Strategies



## MEMORANDUM

Date: October 23, 2018

To: Contra Costa County Board of Supervisors

From: Captain Brian Vanderlind - Sheriff's Office  
Diana Becton, District Attorney  
Brian Balbas, Director of Public Works  
Marilyn Underwood, PhD, Director of Environmental Health - Health Services Department  
John Kopchik, Director of Conservation and Development

Re: Preliminary recommendations from interdepartmental team regarding illegal dumping

---

### **RECOMMENDATIONS:**

1. RECEIVE presentation on the Illegal Dumping Problem in Contra Costa County from interdepartmental team.
2. REVIEW preliminary recommendations from interdepartmental team on potential strategies to better address illegal dumping (Table 1) and PROVIDE initial feedback.
3. REQUEST that the interdepartmental team reach out to neighboring jurisdictions, other affected agencies, franchised haulers and other stakeholders to solicit additional input, refine the preliminary presentation and recommendations, and return to the Board of Supervisors in 2019 for Board consideration of recommendations.

### **BACKGROUND:**

Illegal dumping has been a serious problem in Contra Costa County for many years. Illegal dumping contributes to blight in neighborhoods throughout the County, fouls our waterways, tarnishes our parks, wildlands and open spaces, threatens public health and harms the safety and scenic quality of our rural roads. Illegal dumping places a huge burden on County services, costing over \$1.2 million last year in direct Public Works and Clean Water Program costs alone to remove litter and illegally dumped waste from roads and creeks, straining the resources of law enforcement who have in some instances resorted to removing dumping themselves in order to help communities reclaim and take pride in their area.

While this problem has festered for many years, the severity has spiked. The number of right of way locations within the County's jurisdiction where illegal dumping was reported went up by 14% from 2016 to 2017, and assuming the current trend continues for the remainder of this year the amount is projected to go up at least another 5% in 2018.

At the request of the Board, representatives from five departments came together over the late spring and summer of 2018 to discuss the issue and begin to develop recommendations on what could be done to mitigate it. The five participating Departments are Sheriff's Office, the District Attorney's Office, the Department of Public Works, the Environmental Health Division of the Health Services Department and the Department of Conservation of Development.

The interdepartmental team met a number of times over this period, including once with representatives from the District Attorney's Office of Alameda County to hear about their work to combat illegal dumping. The team examined data on the problem, shared their experiences on what has been working and what hasn't, reviewed strategies employed in other communities and worked to debate and develop ideas on possible methods for tackling this seemingly intractable problem. Participants learned a great deal about the different facets of the problem, about the challenges faced by sister Departments and about opportunities to work in a coordinated fashion to maximize effectiveness.

The interdepartmental team has collaborated to assemble the following two attached documents:

**Slide Presentation:** The slide presentation presents a preliminary and high level overview of nature and extent of the problem, discusses impacts and causes, relays case studies from other areas, describes key lessons learned and summarized the team's preliminary recommendations.

**Preliminary Recommendations on Strategies:** The teams' preliminary recommendations are summarized in detail in the attached Table 1. Strategies are grouped into four categories: **Educate**, **Prevent**, **Clean-up**, and **Enforce**. Within each of these categories, the strategies are classified as to whether they ongoing, ongoing but expandable, new but easy to implement or new and requiring significant effort/investment. Responsible departments are indicated as are estimated costs for potential new strategies.

Both the slide presentation and the strategies are viewed as "preliminary". The interdepartmental team believes it would be appropriate to hear Board input at this stage as the recommendations are still being developed. Likewise the team has been working internally and would recommend soliciting input on this subject from partners and stakeholders before recommendations are finalized. After soliciting and incorporating additional input, the team

proposes to report back to the Board in 2019 with final recommendations for Board consideration.

**Attachments:**

- Table 1 - Existing & Preliminary Recommended Strategies to Combat Illegal Dumping—  
Presentation Draft 10-23-18
- Slide presentation summarizing preliminary recommendations

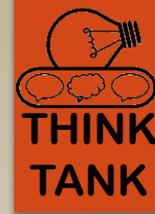


# Illegal Dumping in Contra Costa County<sup>1</sup>

EDUCATE ~ PREVENT ~ CLEAN-UP ~ ENFORCE

Background and Preliminary Recommendations

September 2018



# Illegal Dumping “Think Tank” County Interdepartmental Team

## TEAM MEMBERS

### **Environmental Health**

Kristian Lucas, Marilyn Underwood

### **District Attorney’s Office**

Stacey Grassini, Mike McLaughlin

### **Sheriff’s Office**

Brian Vanderlind, Paul O'Mary,  
Joseph Buford, John Lowden, Steve  
Borbely

### **Conservation & Development**

John Kopchik, Deidra Dingman,  
Joe Losado, David Brockbank,  
Jo-Anmarie Ricasata

### **Public Works**

Mike Carlson, Joe Yee, Chris Lau,  
Tim Jensen, Michelle Cordis

Interdepartmental team was formed to discuss the problem, share experiences, examine lessons learned from here and elsewhere and development preliminary recommendations on how to improve efforts to reduce illegal dumping.

# What is Illegal Dumping?

Illegal dumping is the act of disposing solid waste at a location that is not a permitted solid waste disposal facility. Illegal dumping poses significant social, environmental, and economic impacts to our county and community.



# Impacts of Illegal Dumping (1 of 4)

## 1. Community Blight – A Downward Spiral



# Impacts of Illegal Dumping (2 of 4)

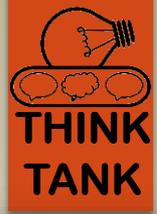
## 2. Health Risks and Safety Hazards

- ▶ **Hazardous Materials**
- ▶ **Pests**
- ▶ **Physical Hazards**
- ▶ **Contamination**

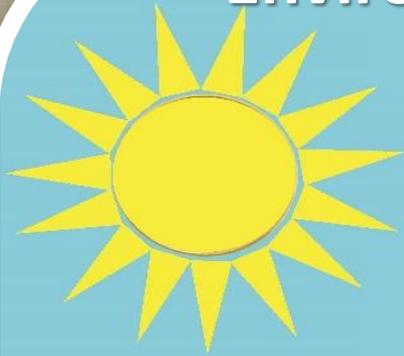


<http://infohouse.p2ric.org/ref/01/text/0076910.htm> (Illegal Dumping Prevention Guidebook US EPA Region 5)

# Impacts of Illegal Dumping (3 of 4)



## Environmental Impacts of Illegal Dumping



Parks and open space fouled by illegal dumping



Illegal dumping causes harm to wildlife and their habitat



Pollutants carried by smoke from dump fires

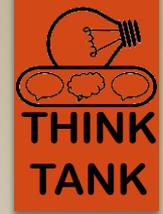


Waste ends up in streams and in the Bay

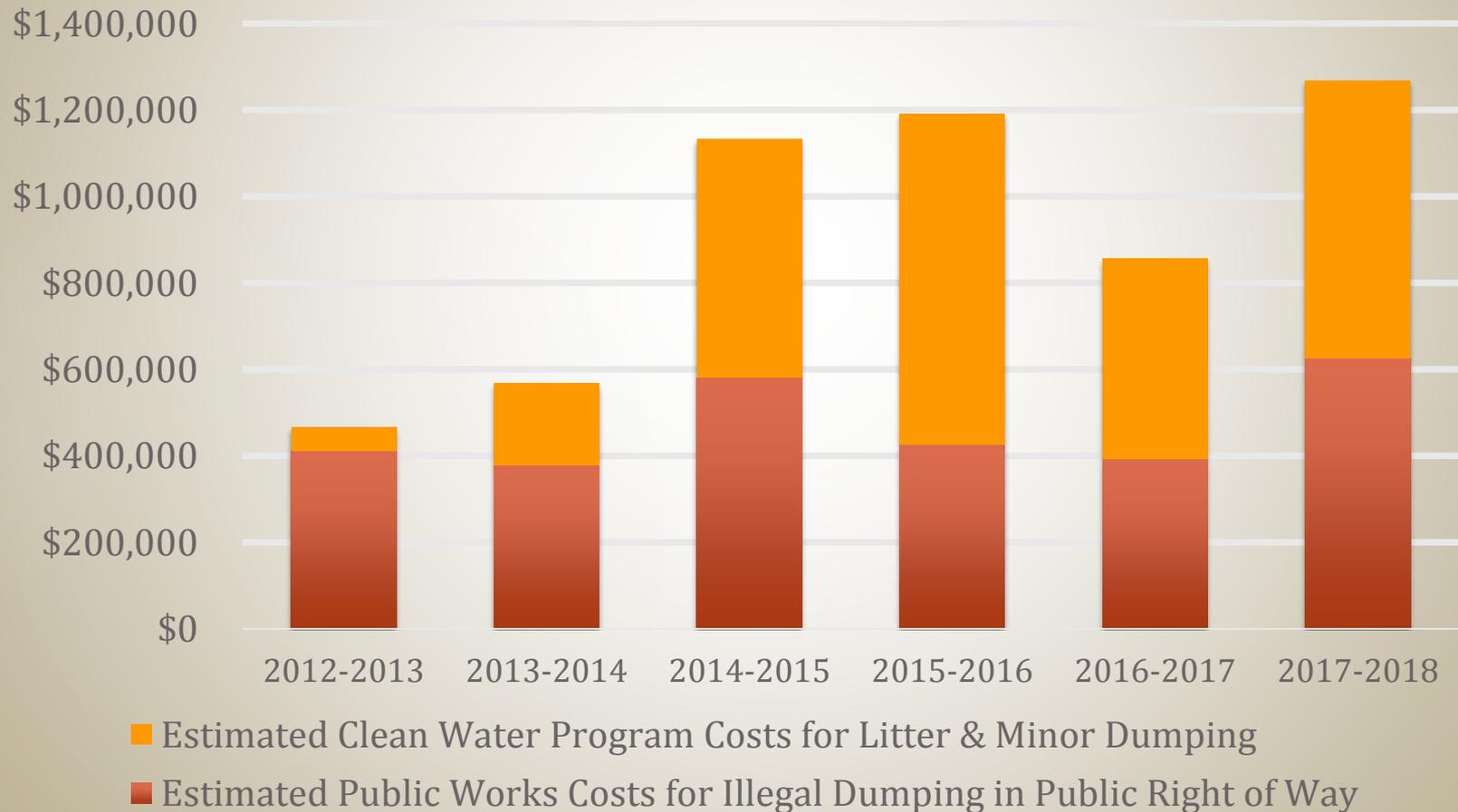


Flooding caused by debris/wastes that clog storm water management systems

# Impacts of Illegal Dumping (4 of 4)



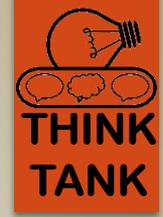
## Clean-up Costs for Dumping in the Right-of-Way\*



\* Does not include funding spent for creek clean-ups or franchise hauler efforts



# Who's the culprit?



## RESIDENTS

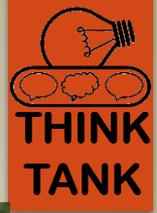
- ▶ Unpermitted Haulers
- ▶ Local residents, rental move outs and DIY home improvements, (notice to abate), mattress and appliance upgrades

## Top 5 Most Commonly Dumped Items:

1. Household Garbage
2. Furniture
3. Mattresses
4. Appliances
5. E-waste, Vehicles/Boats and Hazardous Wastes



# Who's the culprit?



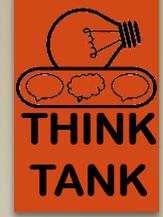
## BUSINESSES

- ▶ Unpermitted Haulers
- ▶ Illegal Transfer Stations & Scrap Yards
- ▶ Some Automobile and Tire Repair Shops
- ▶ Some Landscapers and Contractors

## Items most commonly dumped

- ▶ Yard Waste
- ▶ Construction Debris
- ▶ Tires



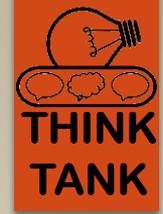


# People Behaving Badly – Video Example

- ▶ CCC Watersheds (Alhambra Creek) – March 2018  
<http://www.kron4.com/features/people-behaving-badly/people-behaving-badly-the-trashing-of-bay-area-watersheds-in-contra-costa-county/1035744704>



# Why is this happening?



**“I didn’t know about free and easy alternatives.”**

Lack of public awareness of proper disposal options available

**Save Money**

Cost Avoidance

**Convenience**

Few or no local alternatives

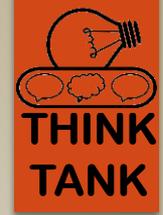
**“I Hired The Wrong People.”**

Use of Unpermitted haulers (lack of public awareness of the issue,  
Lack of awareness of risk and consequences (impacts caused))

**“I Won’t Get Caught”**

- Low risk of getting penalized.
- If you do get caught then Low fines, minimal penalties
- Still better off paying a few fines, then paying to dispose properly every time.

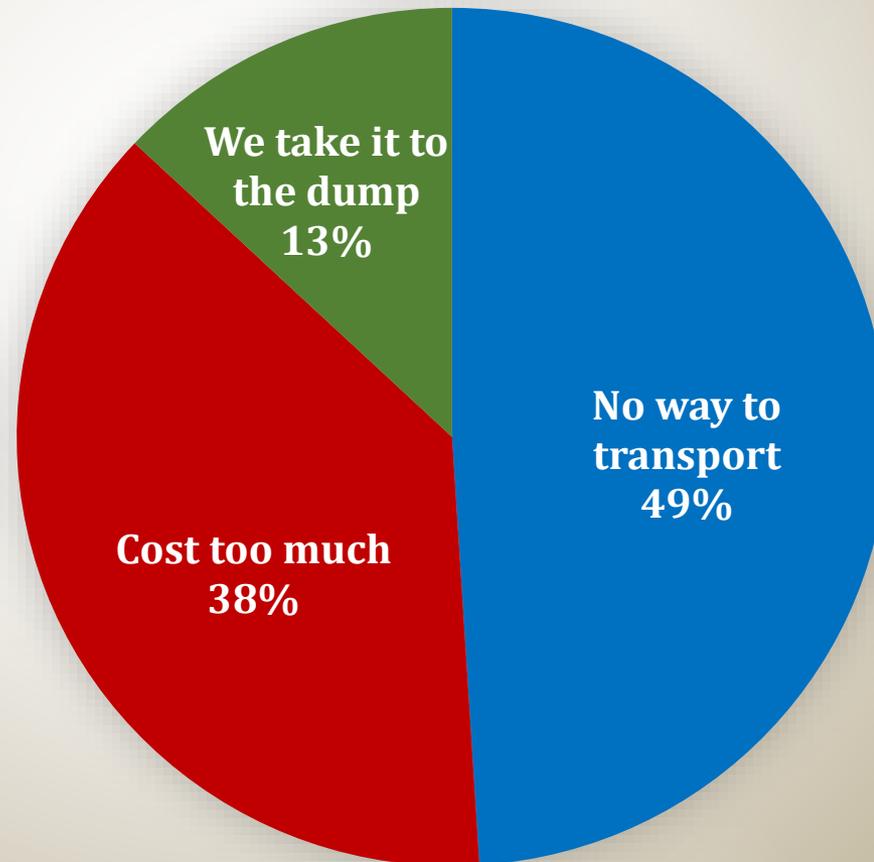
# Why is this happening?



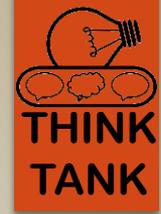
Marin County conducted a public, in-person survey to gather public perception to help tailor outreach for its Illegal Dumping problem.

## Survey Question:

What would most likely prevent you from taking large items like mattresses and furniture to the dump?



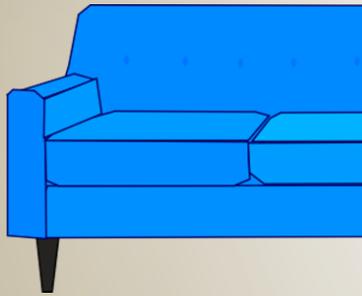
# Cost to Properly Dispose of 1 Cubic Yard



2 Twin Mattresses  
Cost of Disposal:  
\$50-\$68.50



Construction Debris  
Cost of Disposal:  
\$31.10



½ Large Sofa  
Cost of Disposal:  
\$25-\$34.25



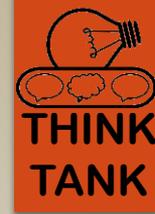
Yard Waste  
Cost of Disposal:  
\$29.03



Pickup Truck  
Loaded  
1 ft. Deep.  
Cost of Disposal:  
\$25-\$34.25

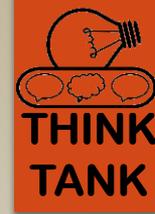


7 Large Trash Bags  
Cost of Disposal: \$31.77



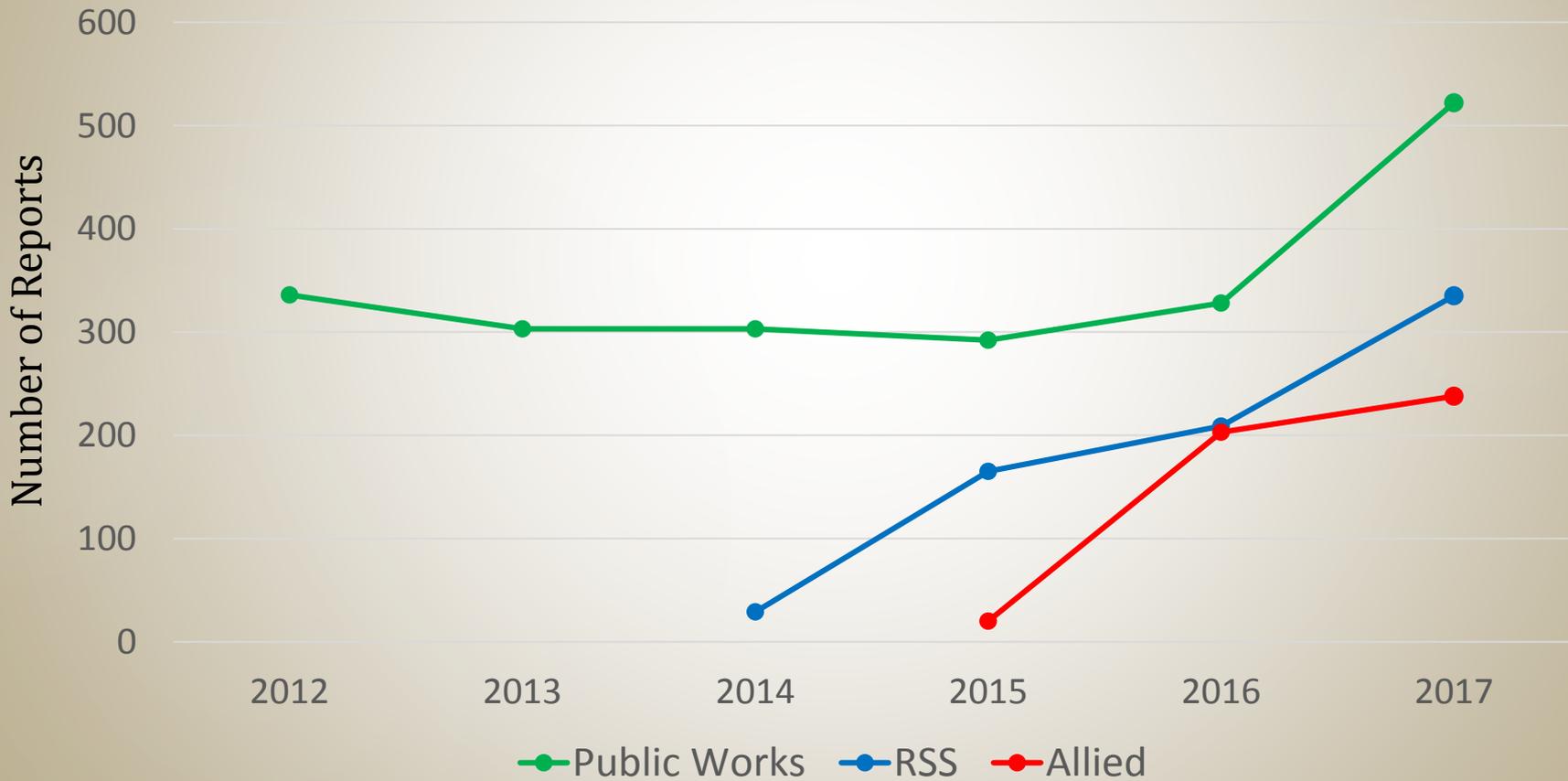
# Cost of Disposal vs. Fines

Item (yd <sup>3</sup> =Cubic Yards)	Average Cost of Proper Disposal	Fine Amount (and subsequent penalties)	Average Public Works Disposal Cost
Less than 1 yd <sup>3</sup> Non-Hazardous	\$31.77 (free pick-up maybe available)	\$250 – 1,000 (1 <sup>st</sup> offense) \$500 – 1,500 (2 <sup>nd</sup> offense) \$750 – 3,000 (3 <sup>rd</sup> offense) (double fines if tires)	Average disposal cost for 1 yd <sup>3</sup> of illegally dumped waste is \$258
1 Mattress	\$25-\$34.25 (free pick-up maybe available)		
<1 yd <sup>3</sup> Yard Waste	\$29.03 (free pick-up maybe available)		
More than 1 yd <sup>3</sup> Trash	\$63.54 (free pick-up maybe available)	\$1,000 – 3,000 (1 <sup>st</sup> offense) \$3,000 – 6,000 (2 <sup>nd</sup> offense) \$6,000 – 10,000 (3 <sup>rd</sup> offense)	
2 yd <sup>3</sup> Construction Debris	\$62.20	Plus Jail Time and/or Community Service if dumping Hazardous Material, or dumping near Waterways	

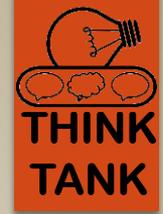


# Steadily Increasing...

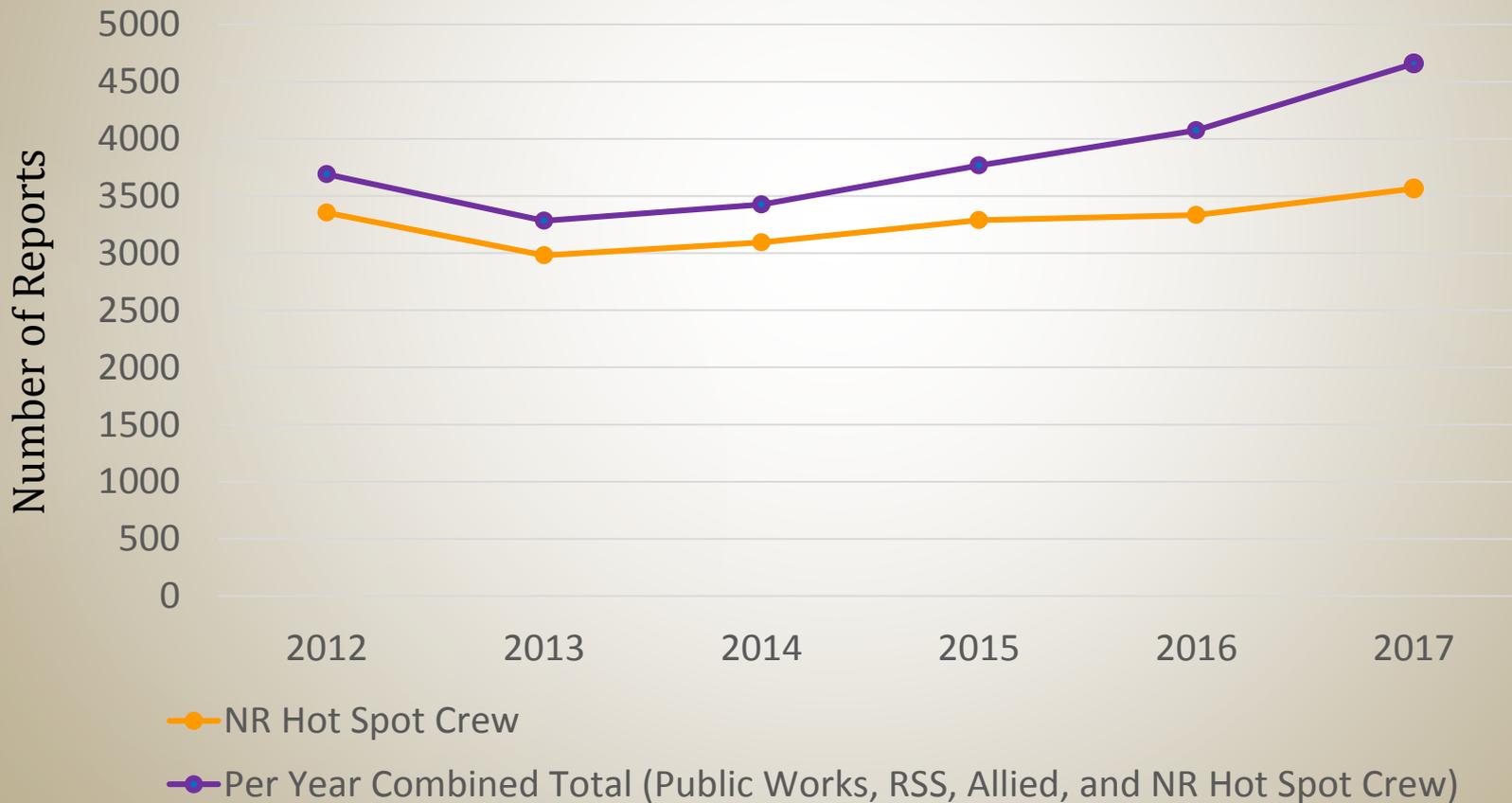
## Reports of Illegal Dumping in the Right-of-Way Submitted for Clean Up

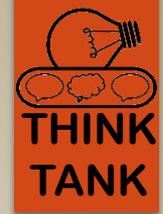


# Steadily Increasing...



## Reported Illegal Dumping Clean-ups in the Right-of-Way

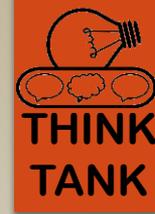




# Sheriff leads effort in Bay Point

- ▶ Illegal dumping is so severe that at times it spills out onto the sidewalks and streets.
- ▶ Rodents take up homestead in abandoned mattresses, box springs, couches, household appliances etc. **Sitting piles cause the infestation spread to local residences.**
- ▶ More importantly, many **Bay Point youths walk to school and must walk around the trash piles or cross the street to avoid harm.**
- ▶ Recognizing the health hazards, the trash piles presents to the residents, and the blight it brings to the community, the **Office of the Sheriff** entered into an agreement with **Republic Services** that allows us to dispose of illegal dumping at the **Martinez Transfer Station** at **no cost.**
- ▶ In less than a year Bay Point Blight Program picked up over **13 tons of trash.**





# Case Study–Alameda County

## Education, Eradication & Enforcement Road Map

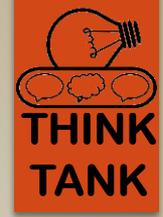
- ▶ Convened an Illegal Dumping Working Group to address illegal dumping as a regional problem.
  - ▶ Participants include Alameda County DA's office, Sheriff, Public Works, Environmental Health, City of Oakland, Community Based Organizations, Representatives from Federal and State offices.
- ▶ Coordinated presentations/discussions with City of Vallejo, City of San Jose, California Product Stewardship Council, Mattress Recycling Council
- ▶ Met with members of Bay Area legislative delegation i.e. Asm. Bonta, Asm. Quirk, Senator Skinner and Sen. Wieckowski to work with Alameda County to create a California legislative road map to discuss:
  - ▶ Increase in fines/penalties for dumping illegally,
  - ▶ Identify financial resources to sustain impact programs
  - ▶ Joint press conference w/Mayor of Oakland – announced Adopt an Illegal Dumping Hot Spot Pilot
  - ▶ Invite other regional jurisdictions i.e. Contra Costa to join forces to combat illegal dumping. (illegal dumping knows no boundary campaign)

# Case Study: City of Vallejo

City recently launched a multi-pronged program which is proving to be effective in helping combat illegal dumping. Although still early in its implementation, City has already had 4 successful prosecutions.

- ▶ Comprehensive Public Outreach Campaign including door hangers, website and hot spot letters with messaging about
  - ▶ resources for proper disposal
  - ▶ launch of criminal enforcement program
  - ▶ penalty if prosecuted for illegal dumping
  - ▶ hotline and website/app to reporting dumping
  - ▶ what evidence needed for successful prosecution
  - ▶ tips to protect your property from dumping
- ▶ Strengthened City Ordinance
- ▶ Dedicated Enforcement Personnel
- ▶ High-definition surveillance cameras with 24-hour monitoring service
- ▶ Limiting Access to Hot Spots using Temporary Road Closures





# Case Study: Butte County

## Comprehensive Unlawful Dumping Program

- ▶ Key Program Elements:
  - ▶ Adopted County Ordinance in January 2005.
  - ▶ Hired a **Code Enforcement Officer** was to administer program.
  - ▶ Established program to **seize vehicles** used to dump illegally.
  - ▶ Launched **Illegal Dumping Hotline** too report illegal dumping.
  - ▶ Multi-media **public education campaign**
  - ▶ Developed **GIS database** developed in house to track dumping hot spots
  - ▶ Maintain in-house **case tracking database** to manage and track cases
- ▶ By December 2006, Butte County experienced a huge decrease in “Reported Illegal Dumping Cases with Evidence”

# Case Study: City of San Jose

## Innovative Multilingual Outreach with Dual Messaging – Junk Pickup Program & Reporting Dumping



**It's easy & FREE  
to get rid of your junk**

CITY OF  
**SAN JOSE**  
CAPITAL OF SILICON VALLEY  
Environmental Services

Make appointment • Set out • We'll pick up

[SJenvironment.org/junkpickup](http://SJenvironment.org/junkpickup)

Help keep our neighborhood clean!  
Report illegal dumping: Download  or call 408-535-3500  
City of San José residents only



**Report illegal dumping**

Reporte arrojamientos ilegales  
Báo cáo việc đổ rác bất hợp pháp

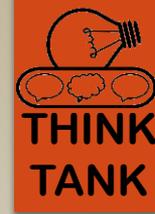
**408-535-3500**

**Got evidence?**  
Send photos & videos of dumpers to:

¿Tiene pruebas? Envíe fotos y videos de los vertedores a:  
Có bằng chứng không? Gửi hình chụp và phim video về những người đổ rác cho:

[reportdumpers@sanjoseca.gov](mailto:reportdumpers@sanjoseca.gov)

- ▶ “You’ve been selected to receive a **FREE** large item removal!”
- ▶ The City of San Jose spends \$87 each time someone improperly disposes a large item. Do it the right way for **FREE**.

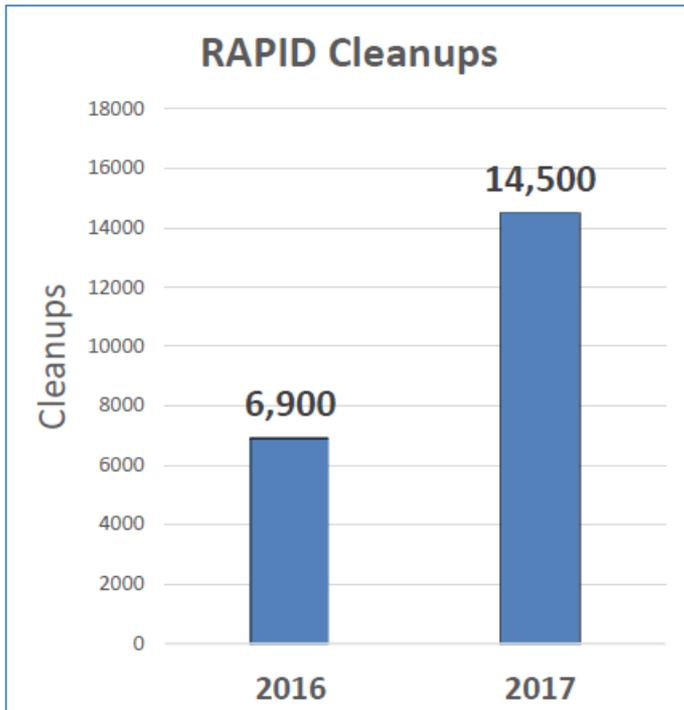


# Case Study: City of San Jose

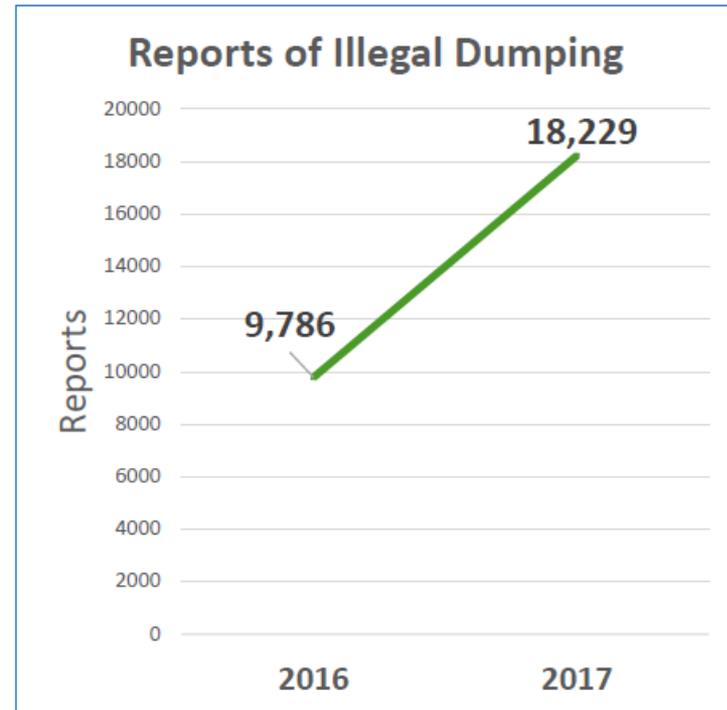
## Junk Pickup Program

Fiscal Year	SFD large item collection	MFD large item collection	Tonnage collected
14-15	\$30/collection	Pilot: free collections	1,464
15-16	Pilot: 1 free collection	Free collections	2,606
16-17	2 free collections	Free collections	4,725
17-18	Unlimited free collections	Free collections	5,200 (estimate)
<b>total</b>			<b>13,995</b>

# How do we measure program success?



210% increase



186% increase

**Example: City of San Jose**

# Key Observations

- 1) Dumping is driven by the perception that it is much cheaper to dump illegally than legally.
  - ▶ Lack of awareness about bulky waste pick-up
  - ▶ Lack of fear about being caught
  - ▶ Lack of fear about cost to be paid if one is caught



# Key Observations

## 2) Broken window theory applies to Illegal Dumping

- ▶ Piles of illegally dumped waste sometimes act as magnets for more dumping
  - ▶ Suggests alternative course of action to would be dumpers rather than proper disposal
  - ▶ Perception that it's a safe place to dump (can get away with it)



# Key Observations

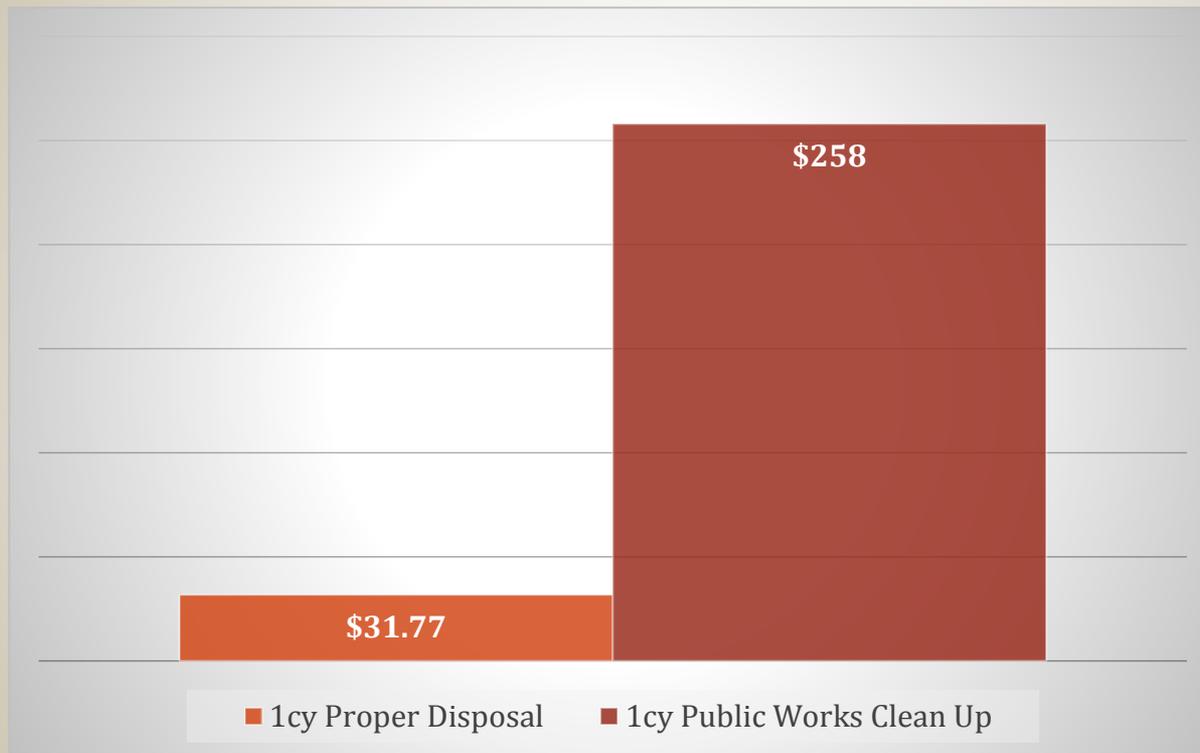
## 3) Enabling theory also applies to illegal dumping

- ▶ Hot Spot Crew patrols North Richmond EVERY WEEKDAY removing illegally dumped waste from roadways, **chronic localized dumping continues with no end in sight.**
  - ▶ More is then dumped overnight, often found in spots that were cleaned up earlier that day
  - ▶ Of the nearly 1,300 addresses found in waste illegally dumped in North Richmond over a five year period, about 84% were local addresses, *meaning close enough to see how quickly dumping gets removed.*
- ▶ **Break the Enabling Cycle** - Clean-up programs need to be complimented by education and enforcement, such as gathering and tracking identifying evidence to counter this perception and enforce consequences.



# Key Observations

## 4) The True Cost of Illegal Dumping



Much more expensive for public to clean-up and dispose of materials *after* they are illegally dumped than it would be if those items were be disposed of through proper channels.

# Key Observations

5) Identifying, charging and prosecuting perpetrators of illegal dumping is complicated and time-consuming and, under current conditions, can sometimes provide a low-return on investment.



- ▶ -Difficult for public to report
- Difficult to positively ID without dedicated investigation
- ▶ -Existing penalties do not provide adequate deterrent



# Key Observations

6) Dumping problem has a tendency to pop-up somewhere else rather than ceasing all together

- ▶ Cameras in one area push dumping to another
- ▶ Problem often resurfaces in cleaned-up areas
- ▶ One agency's success can push the problem elsewhere

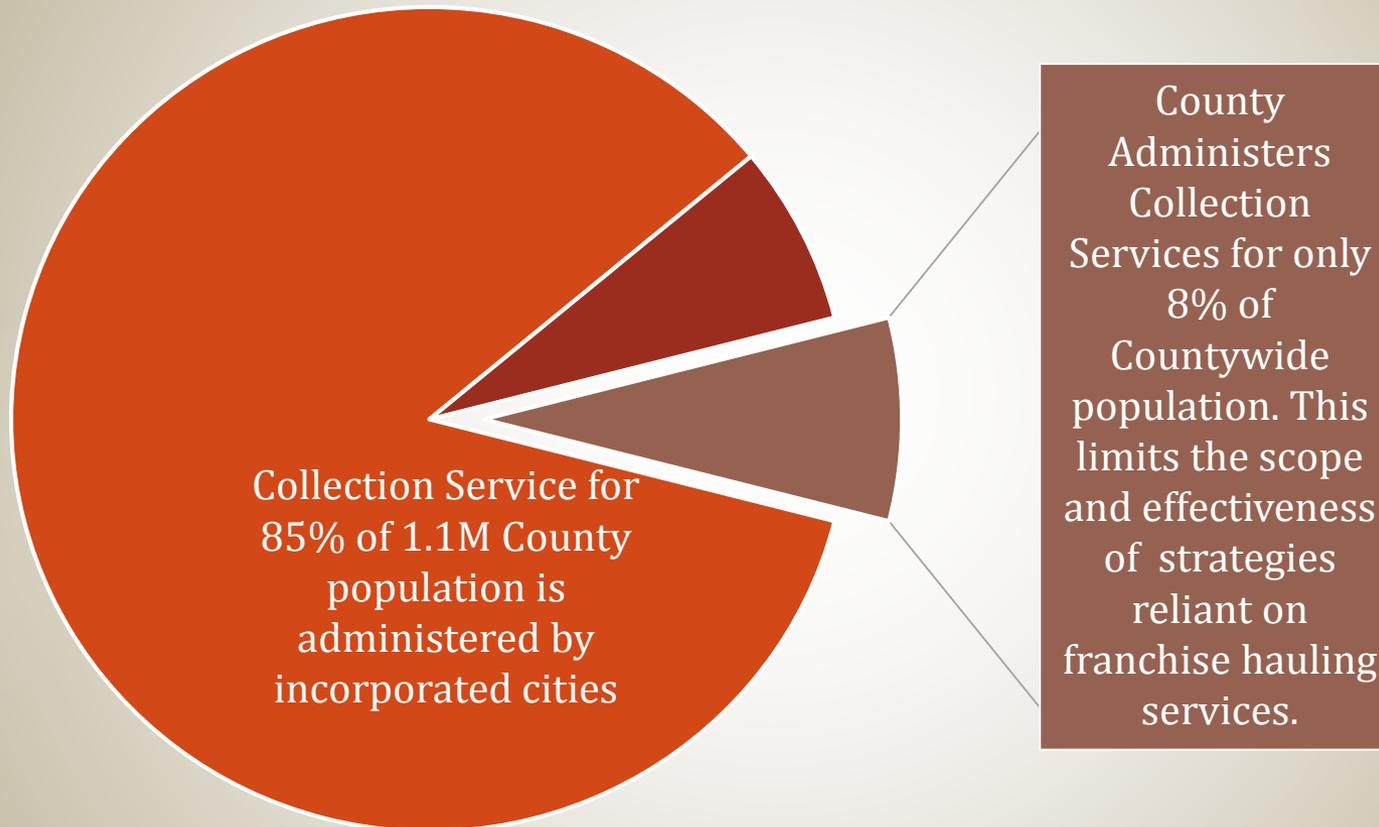


# Key Observations

- 7) Broad, consistently implemented, multi-pronged strategy is key to long-term progress
  - ▶ For individual mechanisms to be successful, strategies must be consistently implemented as part of a joint interdepartmental approach; no weak links.

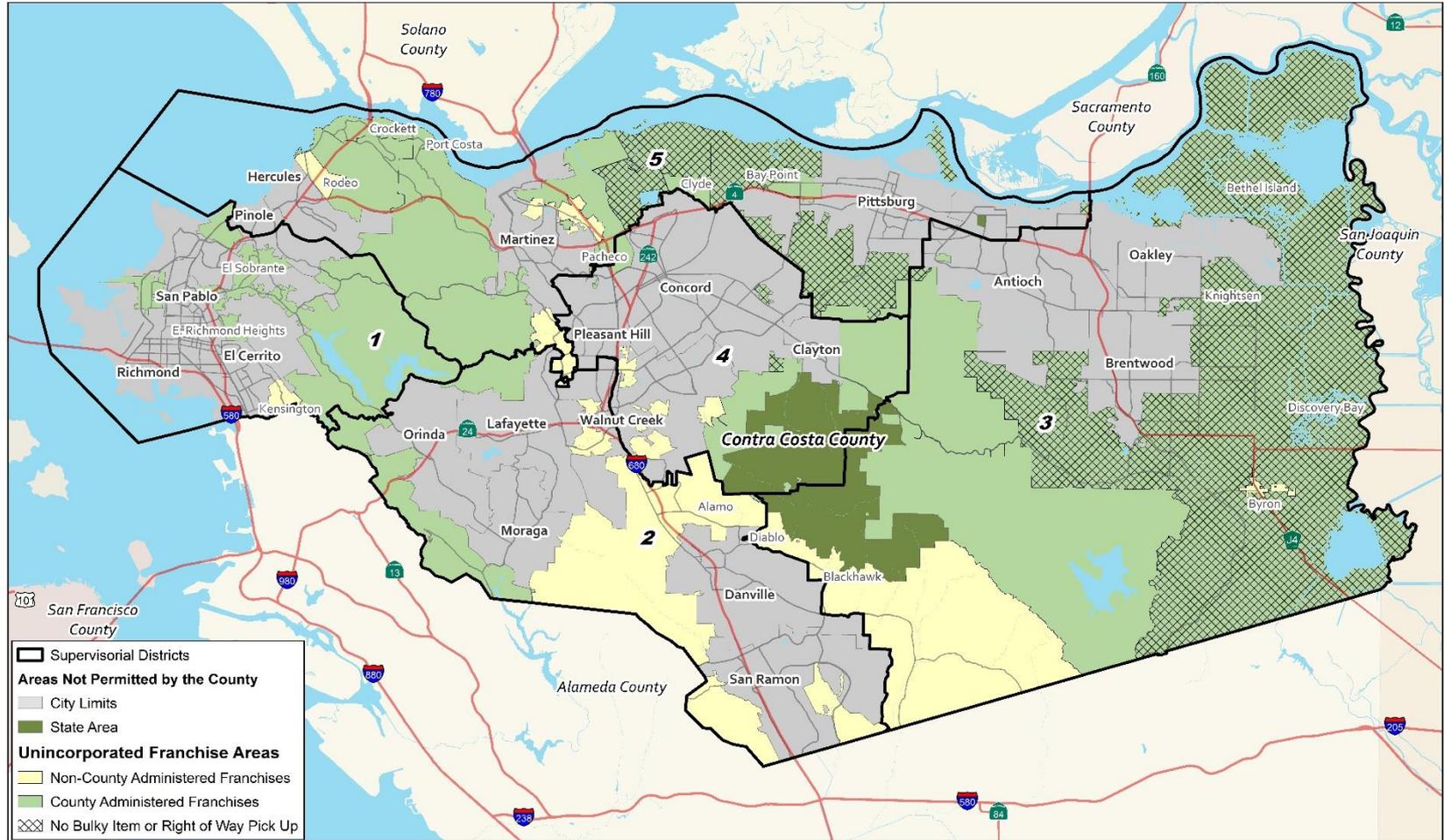


# Countywide Collection Service Authority by Population



■ Incorporated Cities   ■ Non-County Franchises   ■ County Administered Franchise

# Authority for Solid Waste Collection in the Unincorporated County



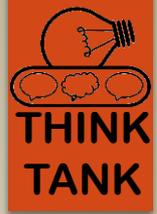
\* Population numbers from 2010 Census Data \*

Map Created 2/22/2019  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
50 Main Road, Martinez, CA 94553  
37.69-41.701N 122.07-03.750W

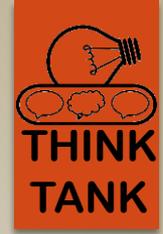
This map was created by the Contra Costa County Department of Conservation and  
Development and data from the Contra Costa County GIS Program. Some  
features, primarily City Limits, are derived from the CA State Board of Equalization's  
tax rate areas, which are subject to change by the County Assessor's Office. It may be  
reproduced in its current state if the source is cited. Use of this map does not  
warrant the County of Contra Costa's liability for any errors or omissions.



# 4 Prong Approach to Reduce Illegal Dumping



# Highlights of 4 Prong Approach: **Educate**



## 5. PUBLIC OUTREACH CAMPAIGN

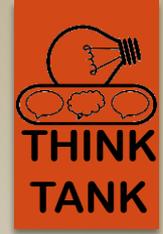
Create public outreach campaign(s) with different messaging:

- ▶ Educate people about proper disposal options
- ▶ Provide guidance about reporting dumping - what is needed from witnesses and desired type(s) of evidence
- ▶ Publicize enforcement successes

Outreach to be deployed using these various methods.

**\$10,000**  
*(production costs, not staff)*

# Highlights of 4 Prong Approach: **Prevent**



## **12,13 & 19. MANDATORY GARBAGE SERVICE**

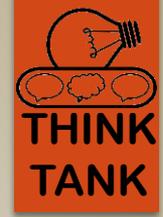
- ▶ Expand current complaint based enforcement to proactive enforcement using franchise hauler provided lists.
- ▶ Implement lien process provided for in County Code to provide for recovery of costs resulting from forced starts.
- ▶ Explore amending the County's Mandatory Subscription Ordinance (Chapter 418-6) to allow for placement of tax liens to reimburse hauler for providing mandated services without County having to incur the expense first.

***\$58,000***

## **25. FREE MATTRESS RECYCLING**

- ▶ Secure commitment(s) to establish free local recycling drop-off sites for mattresses and box springs through participation in the statewide Bye Bye Mattress program

***To be determined***



## **34 & 35. RIGHT-OF-WAY CLEAN-UP**

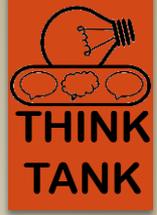
- ▶ **On-call Right-of-Way Debris Removal by Franchise Haulers:** Increase area (currently in place for three of the County's four Franchises) and potential scope/frequency.

*Increase rates*

- ▶ **On-call Right-of-Way Debris Removal by Public Works:** Dumping in creeks, roadways outside County Franchise Areas where hauler provides on-call removal service and hazardous waste or oversized items not serviced by the Franchisees. Potential for increasing removal frequency within the existing budget is dependent upon reducing the area Public Works is responsible for (limit to areas outside County Franchise authority).

*Existing budget (if 34)*

# Highlights of 4 Prong Approach: **Enforce**



## **45. LAW ENFORCEMENT INVESTIGATORS**

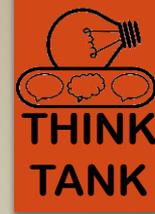
- ▶ Dedicate two law enforcement deputies to investigating dumping crimes.

**\$566,000**

## **46. SURVEILLANCE CAMERAS**

- ▶ Wireless high definition, license plate reader surveillance cameras with night vision, infrared & solar powered. Remote-controlled to zoom and capture evidence – Place at key entry ways or at/near hot spots.  
*PILOT: Initial six month pilot of surveillance monitoring service for five rental cameras.*

**\$50,000**



# 4 Prong Approach: Strategy Summary

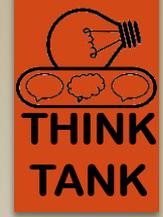
## (14) Existing + (42) Recommended Strategies = 56 Total

- ▶ 21 covered by existing county budget,
- ▶ 2 funded by grants
- ▶ 6 require rate increases
- ▶ 6 to be determined (future phase)
- ▶ 7 require allocation of new funding

**Estimated Annual Cost for Existing Strategies = \$1,827,000**

**New Funding Needed to Implement Recommended = \$944,000**

<b>Educate</b> (5 Strategies) = 2 Existing + 3 Recommended (Expand -2 & New -1)	<b>\$10,000</b>
<b>Prevent</b> (22 Strategies) = 6 Existing + 16 Recommended (Expand-7 & New-9)	<b>\$168,000</b>
<b>Clean Up</b> (13 Strategies) = 5 Existing + 8 Recommended (Expand- 6 & New -2)	<b>\$150,000</b>
<b>Enforce</b> (15 Strategies) = 1 Existing + 14 Recommended (Expand-3 & New-11)	<b>\$616,000</b>
<b>Other</b> (1 Strategy) = 1 Recommended (New)	<b>\$0</b>



# Next Steps

1. Gather initial feedback and guidance from Board of Supervisors on preliminary recommendations and potential strategies to better address illegal dumping.
2. Seek input from neighboring jurisdictions, other public agencies, franchise haulers and other stakeholders about the preliminary presentation and recommendations.
3. Report to Board of Supervisors in 2019 for Board consideration of recommendations.

Table 1 - Existing and Preliminary Recommended Strategies to Combat Illegal Dumping—Presentation Draft 10-23-18

Educate Prevent Clean-up Enforce	#	Strategies	Only if #	Estimated County Costs for Existing (annual unless noted otherwise)	Funding Needed to Implement (if existing budgets are not sufficient)	Dept.
EDUCATE	<b>EXISTING - NO PROPOSED CHANGES</b>					
	1	Countywide Recycling Hotline & Website - Legal options to discard unwanted items/trash		\$40,000		DCD
	2	Printed Outreach Materials by Franchise Haulers - Annual Mailer/Newsletters, Bill Inserts & Bill Messages.		Garbage Rates		DCD
	<b>EXPAND - PROPOSED CHANGE TO EXISTING</b>					
	3	Educate persons living or working in the unincorporated area that only hauling companies approved by the County (permitted or franchised) can legally be hired to pick-up trash.		unknown	existing budgets	CCEH, DCD
	4	Seek additional opportunities to raise awareness about and increase utilization of the Bulky Item Pick-up services and/or extra waste pick-ups offered upon request at no additional charge for residential customers within the County's unincorporated franchise areas.		Garbage Rates	existing budget	DCD
	<b>NEW</b>					
5	<p>Create public outreach campaign(s) with messaging that is effective for applicable target populations (may need carrot &amp; stick since some respond better to one vs. the other) that can be deployed using these various methods:</p> <ul style="list-style-type: none"> <li>* Curbside haulers – Mail/Robo-calls/E-Blasts/Direct Face-to-Face or Phone contact</li> <li>* Supervisors’ offices – Newsletters/E-Blasts/Direct Face-to-Face or Phone contact</li> <li>* On-line – Social Media (posts &amp; ads) and Digital (internet ads)</li> <li>* Web/Mobile App - Curbside and local reuse &amp; recycling services/facilities</li> <li>* News Media – Print, Radio &amp; TV</li> <li>* Word-of-Mouth (most effective) – Engage community leaders/members/groups to raise awareness (including Youth – e.g. boy/girl scouts, Seniors, Community based non-profit organizations and Religious &amp; philanthropic groups)</li> </ul>			\$10,000 <i>(production costs, not staff)</i>	CCEH, PWD, DCD, SO	

Table 1 - Existing and Preliminary Recommended Strategies to Combat Illegal Dumping—Presentation Draft 10-23-18

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PREVENT	<b>EXISTING - NO PROPOSED CHANGES</b>					
	6	Fencing off road right-of-way dumping hot spot if/when deemed necessary		\$50,000		PWD
	7	Franchise Hauler provided Community Clean-up Boxes		Garbage Rates		DCD
	8	Franchise Hauler provided On-call Extra Bagged/Bundled Pick-ups for residential customers (not available to mutli-family)		Garbage Rates		DCD
	9	Franchise Hauler provided On-call Bulky Item Pick-ups for residential customers (not available to mutli-family)		Garbage Rates		DCD
	10	CalGreen Mandatory Waste/Recycling Tracking & Reporting for covered projects		\$200,000		DCD
	11	Coordinate with Resource Conservation District about grant awarded for rural illegal dumping site abatement (for agricultural lands)		unknown		DCD
	<b>EXPAND - PROPOSED CHANGE TO EXISTING</b>					
	12	<u>Mandatory Subscription Ordinance</u> - Expand current complaint based enforcement to proactive enforcement using franchise hauler provided lists		unknown	<b>\$58,000</b>	CCEH
	13	Implement lien process provided for under the County's <u>Mandatory Subscription Ordinance</u> to provide for recovery of costs resulting from forced starts.		\$75,000	existing budget	CCEH
	14	Seek allowance to use portion of future waste tire enforcement grant funding to subsidize Waste Tire Amnesty Day.		unknown	grant funded	CCEH
	15	Establish and enforce extended producer responsibility ordinances - Require businesses that make/sell items that are commonly dumped or costly and challenging to dispose of properly to accept old items at the end of product life.		unknown	existing budget	CCEH, DCD
	16	Maximize existing creek clean-up and/or community clean-up opportunities - Evaluate existing and past usage of clean-up boxes provided for in the County's Franchises to target usage where need is the greatest for maximum effectiveness.		Garbage Rates	existing budget	DCD, PWD
	17	Implement additional community clean-ups - Identify where additional clean-ups may be needed/warranted and seek to arrange clean-up box services through the applicable County franchise hauler or seek assistance through applicable agency where the County does not control the Franchise. <b>(Future Phase)</b>		Garbage Rates	Increase Rates	DCD
	18	Seek additional free e-waste pick-up options (Curbside Haulers or Free Recyclers)		Garbage Rates	TBD	DCD

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PREVENT	<b>NEW</b>					
	19	Explore amending the County's <u>Mandatory Subscription Ordinance</u> to streamline process for forcing service starts and facilitating lien as means of reimbursing hauler for mandated services without County having to incur cost first.			existing budget	CCEH
	20	Offer option of disposal vouchers in lieu of on-call pick-ups for those who prefer. <i>(Future Phase)</i>			Increase Rates	DCD
	21	Subsidize free disposal vouchers or free disposal day at landfill/transfer station. <i>(Future Phase)</i>			Increase Rates	DCD
	22	Explore switching some on-call pick-ups for extra bagged waste to scheduled clean-up days to increase participation..			Increase Rates	DCD
	23	Seek to identify local disposal option for treated wood self-hauled by the general public; more being dumped since in-County Transfer Stations don't accept it. Closest option for public self-haul is in Livermore.			existing budget	DCD
	24	Seek to identify feasible options for proper disposal of unwanted Recreational Vehicles, Trailers & Boats.			existing budget	DCD, SO
	25	Secure commitment(s) to establish <u>free local recycling drop-off sites for mattresses and box springs</u> through participation in the statewide Bye Bye Mattress program - Work with transfer stations and/or other appropriate sites/operators, consistent with neighboring counties.			TBD	DCD, PWD
	26	Install street signs with info about How To Report posted at key entry ways or at/near dumping Hot Spots so people are reminded how to take the desired action. <i>(Initial Phase - 50 signs @ \$200/each)</i>	45		\$10,000 <i>(Initial phase)</i>	PWD
	27	Identify capital improvements that may be needed, such as street lighting or barricades. <i>Initial Phase - Currently developing initial phase targeting Bay Point, involves 10 street lights in two specific areas.</i>			\$100,000 <i>(Initial phase)</i>	PWD

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<b>CLEAN-UP</b>	<b>EXISTING - NO PROPOSED CHANGES</b>					
	28	Blow & Flow Litter Removal (Roads & Creeks)		\$500,000		PWD
	29	Street Sweeping		\$300,000		PWD
	30	Volunteer driven litter removal/consolidation through the Adopt-a-Road Program		\$5,000		PWD
	31	Solid Waste Facility Operator Off-site Litter/Debris Removal: North Richmond Hot Spot Crew Weekday Route & Routine Litter Policing by Transfer Stations & Landfill		<b>Gate Rates</b>		DCD
	32	Sheriff's Office: Building community trust & pride in Bay Point by assisting with removal of illegal dumping (free disposal at Transfer Station outside Martinez)		\$30,000		SO
	<b>EXPAND - PROPOSED CHANGE TO EXISTING</b>					
	33	Assist with hauling and removal of waste tire piles illegally dumped in the public right-of-way on an as needed basis. CCEH staff will haul away piles of up to 35 waste tires, however they can partner with the local conservation corps to clean-up large waste tire piles (36 waste tires or more) illegally dumped on public lands.		unknown	grant funded	CCEH
	34	Franchise Hauler provided On-call <u>Right-of-Way Debris Removal</u> : Increase area (currently in place for three of the County's four Franchises) and potential scope/frequency		<b>Garbage Rates</b>	<b>Increase Rates</b>	DCD
	35	Public Works: Dumping in creeks, roadways outside County Franchise Areas where hauler provides on-call removal service and hazardous waste or oversized items not serviced by the Franchisees. Potential for increasing removal frequency within the existing budget (\$400K) is dependent upon reducing the area Public Works is responsible for (limit to areas outside County Franchise authority).	34	\$627,000	existing budget <i>(only if 34)</i>	PWD
	36	Utilize and make available on-line reporting tool to supplement 1-800-No-Dumping tip line to make it easy for people to report illegally dumped waste in the right-of-way, including ability to upload photos and location coordinates. <b><i>(Currently pilot testing)</i></b>		unknown	existing budget	PWD
37	Coordinate/support more volunteer creek clean-ups if needed. <b><i>(Future Phase)</i></b>		unknown	TBD	PWD, DCD	
38	Expand the volunteer Adopt-a-Road program to include adopting spots/blocks.		\$0	existing budget	PWD	

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<b>CLEAN-UP</b>	<b>NEW</b>					
	39	Explore how Franchise Haulers might assist with cleaning up illegal dumping in areas beyond the road right-of-way.			<b>Increase Rates</b>	PWD, DCD
	40	Make arrangements with abatement contractors/towing companies for removal of the approximate 48-50 derelict boats/RVs that have been identified by Sherriff's Office.			<b>\$150,000</b> <i>(one time)</i>	CCEH, DCD, PWD, SO
<b>ENFORCE</b>	<b>EXISTING - NO PROPOSED CHANGES</b>					
	41	Regulate Solid Waste Haulers & Facilities: Oversee Non-Franchise Waste Hauler Permitting (County Code Chapter 418-2) and Enforce State Minimum Standards for Solid Waste Facilities: Illegal Transfer Stations		<b>Disposal Fee</b>		CCEH
	<b>EXPAND - PROPOSED CHANGE TO EXISTING</b>					
	42	Proactively go after uncovered loads on the road and parked on street.	45	unknown	existing budget <i>(if 45 funded)</i>	SO, CHP
43	Establish process for identifying and using any address containing evidence located in illegally dumped waste to contact the potentially responsible party in order to find out if there is cause for further investigation, encourage them to remove the material to avoid further follow-up regarding the matter and/or simply inform them that enforcement resources are dedicated to this issue and will be aware of and follow-up if found to recur.	45	unknown	existing budget <i>(if 45 funded)</i>	DCD, PWD, CCEH, SO, DA	
44	Establish process and parameters for pursuing misdemeanor conviction/penalty provided for under County Code Chapter 418-7 for persons hauling waste routinely generated from unincorporated residences & commercial establishments.	45	\$0	existing budget <i>(if 45 funded)</i>	DCD, SO, DA	

Table 1 - Existing and Preliminary Recommended Strategies to Combat Illegal Dumping—Presentation Draft 10-23-18

Educate Prevent Clean-up Enforce	#	Strategies	Only if #	Estimated County Costs for Existing (annual unless noted otherwise)	Funding Needed to Implement (if existing budgets are not sufficient)	Dept.	
<b>ENFORCE</b>	<b>NEW</b>						
	45	Dedicate <u>two law enforcement deputies</u> to investigating dumping crimes.			<b>\$566,000</b>	SO	
	46	Wireless high definition, license plate reader <u>surveillance cameras</u> with night vision, infrared & solar powered. Remote-controlled to zoom and capture evidence – Place at key entry ways or at/near hot spots. <i><b>PILOT:</b> Initial six month pilot of surveillance monitoring service for five rental cameras.</i>	45		<b>\$50,000</b> <i>(6 month pilot)</i>	CCEH, DA, PWD, SO	
	47	Establish a well-publicized tip line, mobile app and/or other user-friendly alternative to make it easy for witnesses to report illegal dumping/dumpers and share photographic evidence when applicable. (could be linked to # 36)	45		existing budget	PWD, SO	
	48	Utilize centralized database to capture details related to illegal dumping found to contain address containing evidence as a means of identifying patterns and recurrences (unpermitted hauler hired by different persons at different times, same one-time excuse used in the past, etc.) for subsequent/future investigations, stings, camera installation, etc.	45		existing budget	CCEH, DA, DCD, PWD, SO	
	49	Explore options to seek legal authority to charge persons responsible for illegally dumping non-commercial quantities guilty of a misdemeanor rather than simply an infraction.	45		TBD	SO, DCD	
	50	Explore potential for obtaining legal authority to allow for impoundment and/or seizure of vehicles used to illegally dump.	45		TBD	SO, DCD	
	51	Work through the Board of Supervisors legislative platform process and/or explore partnering with coalition of other governmental agencies in the region to propose legislation to allow for increased penalty for illegal dumping of non-commercial quantities (less than 1 cubic yard) , including higher fines, change from infraction to a misdemeanor, mandatory community service time, or jail time.	45		TBD	BoS	

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Educate Prevent Clean-up Enforce	#	Strategies	Only if #	Estimated County Costs for Existing (annual unless noted otherwise)	Funding Needed to Implement (if existing budgets are not sufficient)	Dept.
<b>ENFORCE</b>	52	Request courts to impose appropriate sentences (fines and community service to clean up illegal dumping elsewhere) of people convicted of illegal dumping.	45		existing budget	DA
	53	Dedicate prosecutor resources to prosecuting dumping crimes.	45		existing budget	DA
	54	Use mapping (GIS) to track dumping hot spots to target use of enforcement tools/investigative resources.	45		existing budget	PWD, DCD
	55	Use sting operations targeting specific types of dumping crimes/violations or locations/days & times of day.	45		existing budget <i>(if 45 funded)</i>	SO
<b>OTHER</b>	56	Continue holding interdepartmental "Think Tank" team coordination meetings quarterly as needed in 2019.			existing budget	CCEH, DA, DCD, PWD, SO
<b>Totals</b>				<b>\$1,827,000</b>	<b>\$944,000</b>	



Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: October 23, 2018

Subject: Inclusionary Housing Ordinance In-lieu Fee Update

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**RECOMMENDATION(S):**

CONSIDER accepting a report from the Conservation and Development Director on the Inclusionary Housing Ordinance in-lieu fees.

**FISCAL IMPACT:**

No impact to the General Fund. Inclusionary Housing Ordinance fees are used to support the development of affordable housing in the unincorporated area.

**BACKGROUND:**

On October 8, 2018, the Board of Supervisor's Internal Operations Committee (the "IOC") discussed the Inclusionary Housing Ordinance (the "Ordinance") in-lieu fees. The IOC generally supported the reinstatement of the in-lieu fee for rental housing in a manner sensitive to projects in the pipeline, directed staff to bring a report to the Board of Supervisors for further discussion, and requested some additional information to be included in the

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Kara Douglas  
925-674-7880

cc:

## BACKGROUND: (CONT'D)

report.

The Ordinance was adopted by the Board of Supervisors on October 24, 2006 and requires new residential developments to include a minimum number of dwelling units that are affordable to very low, lower, and moderate income households. For residential developments of five or more dwelling units, 15 percent of the dwelling units must be made affordable to households of certain levels of income (for rental residential developments, 12 percent of the units must be affordable to lower income households and 3 percent to very-low income households; for for-sale residential developments, 12 percent of the units must be affordable to moderate income households and 3 percent to lower income households).

The Ordinance includes several alternatives for compliance: provide the units on-site within the development (required if the development includes more than 125 dwelling units); provide the affordable units off-site; convey land to another developer for the construction of affordable housing; pay an in-lieu fee; or implement another alternative that is mutually agreed on by the County and developer.

In 2009, the Court in *Palmer/Sixth Street Properties, L.P. v City of Los Angeles* concluded that the rental housing requirements, including the in-lieu fee for rental developments, in the City's inclusionary housing ordinance were in conflict with and preempted by the vacancy decontrol provisions of the Costa-Hawkins Rental Housing Act, which allows residential landlords to set the initial rent levels at the commencement of a tenancy. In response to the Palmer decision, the County (and numerous other jurisdictions) changed the affordable housing in-lieu fee for new rental developments from \$26,774.55 per market rate unit to \$0.

In 2017, the legislature responded to the Palmer decision by enacting AB 1505 which explicitly authorizes cities and counties to impose an in-lieu fee as an alternative to compliance with on-site affordable housing requirements for rental developments. AB1505 went into effect January 1, 2018.

Department of Conservation and Development (DCD) staff seeks input from the Board of Supervisors on the reinstatement of the in-lieu fee for new rental developments and an adjustment to the in-lieu fee for new for-sale developments. The in-lieu fees are calculated using the formulas in the Ordinance and are based on the difference between the average rent price, or sales price, and what households in the target income group can afford to pay for housing. (See Attachments A and B for the fee calculations.) In 2009, the Board of Supervisors approved the current in-lieu fee for rental developments of \$0.

The 2018 in-lieu fee calculation, according to the formula provided in the Ordinance, is \$24,200.55 per unit for rental developments (which is less than the \$26,774.55 fee that was in place at the time of the Palmer decision) and \$6,600.06 per unit for for-sale developments (which is higher than the current in-lieu fee of \$3,874). Staff intends to include an in-lieu fee of \$24,200 per unit for rental developments and \$6,600 per unit for for-sale developments in an updated Land Development Fee Schedule, which staff intends to present to the Board for consideration on December 18, 2018. The in-lieu fee for rental units is significantly higher than the fee for for-sale units primarily because the affordability minimums for rental developments (12% lower income, 3% very low income) are more aggressive than those for for-sale units (12% moderate income, 3% lower income).

A brief survey of other local jurisdictions revealed a wide range of approaches and amounts of in-lieu fees. Most jurisdictions set a flat amount per unit though some calculate in-lieu fees based on square footage of development. Some jurisdictions have tiered in-lieu fees based on unit size or location within the jurisdiction. For example, Walnut Creek has established in-lieu fees for both rental and for-sale

developments at \$18 per square foot of development. Oakland has established three different zones and in-lieu fees range from \$1,000 per unit to \$22,000 per rental unit and \$23,000 per for-sale unit depending on the zone in which the development is located. Berkeley and Emeryville established in-lieu fees of \$34,000 or \$37,962 per unit depending on whether the in-lieu fee is paid when the final map is filed or when the certificate of occupancy is issued. Pleasanton recently raised its in-lieu fees to over \$43,000 per unit for rental and ownership developments. Concord's current in-lieu fees are \$0 for rental developments and \$5,053 per unit for for-sale development. As mentioned above, the Ordinance provides a formula for calculating the in-lieu fees for rental and for-sale developments in the unincorporated county. Modifications to the formulas would require amending the Ordinance and staff is not recommending amending the Ordinance at this time.

DCD's planning division currently has ten applications for for-sale developments: five have not submitted a compliance plan, two are including the units on-site, and three are paying the in-lieu fee. There are six applications for rental developments: four have more than 125 units, and all required affordable units are included within the developments. The other developments are for 13 and 16 units and have not submitted compliance plans yet. DCD staff will notify all developers who have submitted applications that are subject to the Ordinance that the in-lieu fees will increase in 2019 so that they have ample notice to secure current fees prior to the fee increase.

DCD staff is seeking direction from the Board of Supervisors regarding reinstatement of the in-lieu fee for rental developments and an update of the in-lieu fee for for-sale developments. Staff intends to include updated in-lieu fees in an updated Land Development Fee Schedule, which staff intends to present to the Board for consideration on December 18, 2018.

#### ATTACHMENTS

Rental In-lieu fee calculation

Ownership in-lieu fee calculations

Attachment A

**Rental in-lieu fees based on 2017 incomes and average rent**

Household size	very-low (50% AMI)	monthly rent (30% of 50%)	net rent (mnthly - UA)	lower (80% AMI)	monthly rent (30% of 60%)	net rent (mnthly - UA)
2	\$ 41,750	\$ 1,044	\$944	\$ 50,100	\$1,253	\$1,153
3	\$ 46,950	\$ 1,174	\$1,074	\$ 56,340	\$1,409	\$1,309

**2017 rents - 2 bdrm/1 bath**

ACS 2017 median rent \$ 1,506

**Very-low income fee per foregone affordable unit**

A	Median County rent	\$ 1,506	from ACS
B	Very-low income affordable rent	\$ 1,074	3 person HH
C	Affordability Gap	\$ 432	= A - B
D	Affordability Gap x 55 year term	\$ 285,285	= C x 12 x 55
E	Per unit in-lieu fee	<b>\$ 8,558.55</b>	D x 3%

**Lower income fee per foregone affordable unit**

F	Median County rent	\$ 1,506	from ACS
G	Lower income affordable rent	\$ 1,309	3 person HH
H	Affordability Gap	\$ 198	= A - B
I	Affordability Gap x 55 year term	\$ 130,350	= C x 12 x 55
G	Per unit in-lieu fee	<b>\$ 15,642.00</b>	I x 12%

**Per Market Rate Unit \$ 24,200.55 = E + G**

Attachment B

**For-Sale in-lieu fees based on 2017 incomes and average sale price**

12% of units affordable to moderate income plus 3% of units affordable to lower income

Household size	lower income (80% AMI)	affordable home price	moderate income (120% AMI)	affordable home price
3	\$ 80,650	\$ 302,795.00	\$ 115,060	\$511,214
4	\$ 89,600	\$ 339,998.00	\$ 127,820	\$571,531

**2017 Median Home Price**

CoreLogic dataset \$ 560,000

**Lower income fee per foregone affordable unit**

A	Median County sales price	\$ 560,000.00	from Corelogic
B	Lower income affordable price	\$ 339,998.00	4 person HH
C	Affordability Gap	\$ 220,002.00	= A - B
D	Per unit in-lieu fee	\$ 6,600.06	C x 3%

**Moderate income fee per foregone affordable unit**

E	Median County sales price	\$ 560,000.00	from Corelogic
F	Moderate income affordable price	\$ 571,531.00	4 person HH
G	Affordability Gap	\$ (11,531.00)	= E - F if negative, then 0
H	Per unit in-lieu fee	\$ -	G x 12%

**Per Market Rate Unit** \$ 6,600.06 D + H



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: Approving the third extension of the Subdivision Agreement for subdivision SD05-08967, Pacheco area

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/466 approving the third extension of the Subdivision Agreement for subdivision SD05-08967, for a project being developed by KB Home South Bay Inc., as recommended by the Public Works Director, Pacheco area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The terminal date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 99% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete improvements and keep the bond current.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018  
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Randolph Sanders (925)  
313-2111



CONSEQUENCE OF NEGATIVE ACTION:

The terminal date of the Subdivision Agreement will not be extended and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to complete the improvements.

AGENDA ATTACHMENTS

Resolution No. 2018/466

Subdivision Agreement Extension

MINUTES ATTACHMENTS

Signed: Resolution No. 2018/466



**CONTRA COSTA COUNTY**  
**SUBDIVISION AGREEMENT EXTENSION**

**Development Number:** SD05-08967  
**Developer:** KB Home South Bay Inc.  
**Original Agreement Date:** January 8, 2014  
**Third Extension New Termination Date:** January 8, 2019

**Improvement Security**

**SURETY:** Arch Insurance Company

**BOND No.** SU 1120519

**Date:** August 16, 2013

**Security Type**

**Security Amount**

**Cash:**

\$ 20,200.00 (1% cash, \$1,000 Min.)

**SURETY BOND:**

\$ 1,994,800.00 (Performance)

\$ 1,007,500.00 (Labor & Material)

The Developer and the Surety desire this Agreement to be extended through the above date; and Contra Costa County and said Surety hereby agree thereto and acknowledge same.

Dated: \_\_\_\_\_

Dated: 8/24/18

FOR CONTRA COSTA COUNTY  
Brian M. Balbas, Public Works Director

Developer's Signature(s)

Chris Reder

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

Printed

Developer's Signature(s)

Jerry P. McMullen

RECOMMENDED FOR APPROVAL:

Printed

By: \_\_\_\_\_  
(Engineering Services Division)

5000 Executive Parkway #125, San Ramon CA 94583  
Address

Arch Insurance Company

Surety or Financial Institution

865 S. Figueroa St., #2300, Los Angeles CA 90017

Address

***(NOTE: Developer's, Surety's and Financial Institution's Signatures must be Notarized.)***

FORM APPROVED: Victor J. Westman, County Counsel

Brenda Wong

Attorney in Facts Signature

**After Approval Return to Clerk of the Board**

Brenda Wong, Attorney-in-Fact 9/21/2018

Printed

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE §1189**

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

State of California

County of Los Angeles

On SEP 21 2018 before me, Kari Davis, Notary Public, personally appeared Brenda Wong 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.

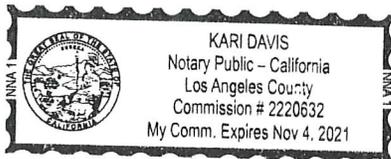
WITNESS my hand and official seal.

(seal)

Signature



Kari Davis, Notary Public



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.***

**POWER OF ATTORNEY**

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Brenda Wong, Kari Davis, Tenzer V. Cunningham and Phuong Truong of Los Angeles, CA (EACH)

Irene Lau, Kathy R. Mair, Mechelle Larkin and Stephanie Banh of Irvine, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said 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 administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.





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

Adopted this Resolution on 10/23/2018 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2018/466**

IN THE MATTER OF approving the third extension of the Subdivision Agreement for subdivision SD05-08967, for a project being developed by KB Home South Bay Inc., as recommended by the Public Works Director, Pacheco area. (District V)

WHEREAS the Public Works Director has recommended that he be authorized to execute the third agreement extension which extends the Subdivision Agreement between KB Home South Bay Inc., and the County for construction of certain improvements in subdivision SD05-08967, Pacheco area, through January 8, 2019.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 99%

ANTICIPATED DATE OF COMPLETION: December 2018

BOND NO.: SU 1120519 Date: August 16, 2013

REASON FOR EXTENSION: Developer is working to complete the remaining sidewalk improvements.

NOW, THEREFORE, BE IT RESOLVED that the recommendation of the Public Works Director is APPROVED.

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

**ATTESTED: October 23, 2018**

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

*Stacey M. Boyd*  
By: Stacey M. Boyd, Deputy

Contact: **Randolf Sanders (925) 313-2111**

cc: Jocelyn LaRocque- Engineering Services, Randolf Sanders- Engineering Services, Alex Lopez - Engineering Services, Ruben Hernandez - DCD, Trixie Gothro - Design & Construction, KB Home South Bay Inc., Arch Insurance Company, T-07/11/2019



Contra  
Costa  
County

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: October 23, 2018

Subject: Contract Amendment with GEI Consultants, Inc., Countywide. Project No.: Various

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (FC District), or designee, to execute a contract amendment with GEI Consultants, Inc. (Consultant), effective November 1, 2018, to extend the termination date from November 2, 2018 through November 2, 2019, with no change to the payment limit, to provide on-call seismic assessment services, Countywide.

**FISCAL IMPACT:**

This action is for an extension of time only. All costs associated with this on-call contract will not exceed \$150,000 and will be funded by the FC District or Public Works Department under various project specific activities.

**BACKGROUND:**

The FC District provides regional flood protection and environmental stewardship for over 70 miles of streams, six major dams, and 29 detention basins, Countywide. An important part of managing this infrastructure is assessing its ability to withstand various perils, such as earthquakes. As such, the FC District is initiating a seismic assessment program for its flood control dams and other hydraulic structures. The FC District, at times, requires additional temporary

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

Contact: Michelle Cordis, (925)  
313-2381

By: Stacey M. Boyd, Deputy

BACKGROUND: (CONT'D)

services from persons specially trained, experienced, expert, and competent to perform professional engineering and technical services required for seismic assessment. For that reason, the FC District is entering into this contract amendment with Consultant. Under this contract amendment, Consultant will provide professional engineering and technical services relating to seismic assessment on an on-call basis for a variety of FC District projects throughout Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval of the Board of Supervisors, the FC District will be unable to obtain on-call services for seismic assessments.

ATTACHMENTS

Contract Amendment

**AMENDMENT NO. 1 TO CONSULTING SERVICES AGREEMENT**

*(To be used only for Architectural, Engineering or Land Surveying Services.)*

1. Identification of Agreement to be Amended.
  - (a) Effective Date of Agreement: November 3, 2015
  - (b) Agency: Flood Control and Water Conservation District
  - (c) Subject: On-Call Seismic Assessment
  
2. Parties. Agency, and the following named Consultant, mutually agree and promise as follows:
  - (a) Consultant's Name & Address: GEI Consultants, Inc.  
180 Grand Avenue, Suite 140  
Oakland, CA 94612
  
  - (b) Type of Business Entity: Corporation  
  
(e.g., individual, corporation, sole proprietorship, partnership, limited liability company)  
  
If corporation, identify state of incorporation: Massachusetts
  
3. Project Name, Number, & Location. On-Call Seismic Assessment  
6D8532
  
4. Amendment Date. The effective date of this Amendment to Consulting Services Agreement is November 1, 2018.
  
5. Amendment Specifications. The Agreement identified above is hereby amended as set forth in the Amendment Specifications attached hereto and incorporated by reference.
  
6. Signatures. The signatures set forth below attest the parties' agreement hereto:

**CONSULTANT**

<b><u>SIGNATURE A</u></b>	<b><u>SIGNATURE B</u></b>
Consultant's Name:  GEI Consultants, Inc., a Massachusetts Corporation  By <u>Gillian Gregory</u> (Signature of individual or officer)  <u>GILLIAN GREGORY, VICE PRESIDENT</u> (Print name and title, if applicable)	By <u>Lee Wooten</u> (Signature of individual or officer)  <u>Lee Wooten, Assistant Secretary</u> (Print name and title, if applicable)

Note to Consultant: If Consultant is a corporation, the Amendment to Consulting Services Agreement must be signed by two officers. The first signature (Signature A) must be that of the chairman of the board, president, or vice-president; the second signature (Signature B) must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civil Code Section 1190 and Corporations Code Section 313.) The acknowledgment below must be signed by a Notary Public.

**ACKNOWLEDGMENT**

Commonwealth of Massachusetts

State of California )

County of Middlesex )

On August 23, 2018, before me, Rosemary Rikeman, Notary Public, personally appeared Gillian Gregory, VP and Lee Wooten, VP (insert name(s) and title(s) of the officer(s) signing on behalf of Consultant), 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.

Commonwealth of Massachusetts

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

Rosemary Rikeman  
Signature

(Notary's Seal)



AGENCY

- (a) If Amendment is approved by Agency's governing body (required if total Payment Limit of original Agreement and Amendment exceeds \$100,000, or if original Agreement was approved by Agency's governing body):

AGENCY, By _____ Board Chair/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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- (b) If Amendment is approved by County Purchasing Agent:

AGENCY, By _____ County Purchasing Agent or Designee
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APPROVALS

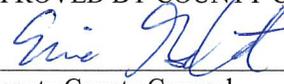
RECOMMENDED BY DEPARTMENT

By \_\_\_\_\_  
Designee



FORM APPROVED BY COUNTY COUNSEL

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



APPROVED: COUNTY ADMINISTRATOR

By \_\_\_\_\_  
Designee

**AMENDMENT SPECIFICATIONS**

Due to Agency's need for on-call seismic assessments being greater than initially anticipated, and related activities, Agency and Consultant hereby amend the Agreement as follows:

1. Section 3 (Term) of the Agreement is hereby deleted in its entirety and replaced with the following:  
"The effective date of this Agreement is November 3, 2015. It terminates on November 2, 2019 unless sooner terminated as provided herein."

All other terms and conditions of the Agreement entered into on November 3, 2015 between the Agency and Consultant not modified by these Amendment Specification remain in full force and effect.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: October 23, 2018

Subject: Approval of Long-Term Lease with Calstar Air Medical Services, LLC for Property Located at 5005 Marsh Dr at Buchanan Field Airport, Pacheco Area

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a 15-year lease with Calstar Air Medical Services, LLC, as Tenant, for approximately 0.46 acres located at 5005 Marsh Drive, Concord, which is on the northeast side of Buchanan Field Airport. (100% Airport Enterprise Fund)

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The Airport Enterprise Fund will receive lease and other revenue and the County General Fund will receive property, sales and possessory interest tax revenues from this development. The ground rent will begin at \$7,600 per month (or \$91,200 per year) and increase annually by the CPI inflator.

**BACKGROUND:**

This lease between Contra Costa County and Calstar Air Medical Services, LLC, supersedes and replaces an existing lease between Contra Costa County and Mediplane, Inc., dba Reach and Calstar, dated December 1, 2006. The lease has a three-year term that begins October 15,

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925)  
681-4200

cc:

BACKGROUND: (CONT'D)

2018 and expires in 2021. The tenant has the right to request twelve additional one-year extensions of the original term, which the County may deny in its sole discretion.

Like the existing lease, the new lease will permit the tenant to operate a medical air transportation business at Buchanan Field Airport. This new lease will permit those necessary services to continue until 2021 with potential lease extension opportunities to 2033. This general aviation focus is consistent with the policies identified within the Buchanan Field Airport Master Plan. Further, the lease will provide rental and sales tax revenue to the Airport Enterprise Fund and County General Fund.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project could result in an interruption of necessary medical air transport services for the County and surrounding areas. Further, a delay negatively impacts general aviation aircraft facilities, services, Airport demand needs and the Airport Enterprise Fund and County General Fund.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 23, 2018

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by Lynne McDonald and David Barr, Melanie Corrigan, Geico Insurance, a subrogee of Daniel Dominguez, Hertz Corporation, James Joseph, Heather Lamb, Carole Mason, and Vikram Sekhon for Prologics. DENY late claim filed by Monique Williams.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Lynne McDonald & David Barr: Personal injury claim for a bicycle accident allegedly caused by a pothole in an amount to exceed \$25,000. Melanie Corrigan: Property claim for veterinary bills to treat sick rescue dog in the amount of \$632.66. Geico Insurance a subrogee of Daniel Dominguez: Property claim by insurer for damage to insured's vehicle in the amount of \$4,481.19 as a result of a motor vehicle accident with a County employee. Hertz Corporation: Property claim for damage to vehicle rented by County employee in the amount of \$6,110. James Joseph: Property claim in an undisclosed amount by jail inmate claiming illegal forfeiture of property by court. Heather Lamb: Personal injury claim for a fall at the law enforcement training center in an amount

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Scott Selby  
925.335.1400

cc:

BACKGROUND: (CONT'D)

to exceed \$10,000. Carole Mason: Property claim for veterinary bills to treat rescue dog injured by another dog at County shelter in the amount of \$225.86. Vikram Sekhon for Prologics: Property claim for damage to vehicle in the amount of \$6,913.66 caused by motor vehicle accident with a County employee. Monique Williams: Request that Board of Supervisors accept a late claim. Claimant alleges personal injuries as a result of being struck by a train in Richmond.



Contra  
Costa  
County

To: Board of Supervisors  
From: Candace Andersen, District II Supervisor  
Date: October 23, 2018

Subject: Resolution recognizing October 23 - 31, 2018 "Red Ribbon Week" in Contra Costa County.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: 9259578860

cc:

AGENDA ATTACHMENTS

Resolution No. 2018/530

MINUTES ATTACHMENTS

Signed Resolution No.

2018/530

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

In the matter of:

**Resolution No. 2018/530**

recognizing October 23 - 31, 2018, as "Red Ribbon Week" in Contra Costa County.

WHEREAS, drug and alcohol use including marijuana and prescription drug misuse in America create staggering societal costs and prevent millions of people from reaching their full potential at school, on the job, and in their communities. The Department of Health and Human Services estimates that approximately 14 million Americans use illegal drugs and 17 million Americans suffer from an Alcohol Use Disorder. To improve the well-being of our nation and to protect our Contra Costa residents, we must continue to make the prevention and treatment of Substance Use Disorders a local and national priority; and

WHEREAS, The National Partnership, Inc., initiated the Red Ribbon Week Campaign after Drug Enforcement Administration Agent Enrique "Kiki" Camarena was killed in Mexico by drug traffickers in 1985; and

WHEREAS, Contra Costa County values the health and safety of our citizens and our community; and

WHEREAS, Many people in the United States are unaware of the harmful effects of marijuana use on the developing teen brain and the relationship between marijuana access & availability and teen use; and

WHEREAS, Nationally, the percentage of youth reporting they see "great risk" in using marijuana has declined (Monitoring Our Future, 2017); and

WHEREAS, in Contra Costa County, the rate of past 30-day marijuana use reported by 11<sup>th</sup> grade students was 18% according to the 2015-2016 California Healthy Kids Survey Data (CHKS); and

WHEREAS, in Contra Costa County, 27% of 11<sup>th</sup> graders stated that there was no harm in smoking marijuana occasionally, and 69% of 11<sup>th</sup> graders report that marijuana is either fairly easy or very easy to obtain (CHKS, 2015-2016); and

WHEREAS, Regular marijuana use during adolescence is associated with reduced IQ scores, poorer school performance and higher school dropout rates; and

WHEREAS, Teens who are regular marijuana users are more likely to drop out of high school, as well as have decreased attention spans, impaired cognitive function and decreased verbal performance; and

WHEREAS, It is imperative that visible, unified prevention education efforts by community members be launched to maintain an honest perception of harm and reduce youth access to marijuana; and

WHEREAS, The National Red Ribbon Week Campaign offers citizens the opportunity for youth and parents to demonstrate their commitment to drug-free lifestyles, and will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2018; and

WHEREAS, The Alcohol and Drug Abuse Prevention Team (ADAPT) Lamorinda Coalition along with other Alcohol and Other Drug Prevention coalitions further commits its resources to ensure the success of the Red Ribbon Week Campaign;

WHEREAS, the ADAPT Lamorinda Coalition in cooperation with the Contra Costa Behavioral Health Division's Alcohol and Other Drugs Services, schools and community based organizations, coordinate Red Ribbon Week activities in Contra Costa County to offer our citizens the opportunity to demonstrate their commitment to healthy, alcohol and drug-free lifestyles; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long celebration; and

the Contra Costa County Board of Supervisors does hereby proclaim October 23-31, 2018, as RED RIBBON WEEK, and encourages its citizens to participate in alcohol and other drug prevention activities and programs, not only during Red Ribbon Week, but all year long, making a visible statement that we are strongly committed to an alcohol and drug-free Contra Costa County.

\_\_\_\_\_  
**KAREN MITCHOFF**  
Chair, District IV Supervisor

\_\_\_\_\_  
**JOHN GIOIA**  
District I Supervisor

\_\_\_\_\_  
**CANDACE ANDERSEN**  
District II Supervisor

\_\_\_\_\_  
**DIANE BURGIS**  
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: October 23, 2018

David J. Twa,

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

# The Board of Supervisors of Contra Costa County, California

In the matter of recognizing October 23 - 31, 2018, as "Red Ribbon Week" in Contra Costa County

Resolution No. 2018/530

WHEREAS, drug and alcohol use including marijuana and prescription drug misuse in America create staggering societal costs and prevent millions of people from reaching their full potential at school, on the job, and in their communities. The Department of Health and Human Services estimates that approximately 14 million Americans use illegal drugs and 17 million Americans suffer from an Alcohol Use Disorder. To improve the well-being of our nation and to protect our Contra Costa residents, we must continue to make the prevention and treatment of Substance Use Disorders a local and national priority; and

WHEREAS, the National Partnership, Inc., initiated the Red Ribbon Week Campaign after Drug Enforcement Administration Agent Enrique "Kiki" Camarena was killed in Mexico by drug traffickers in 1985; and

WHEREAS, Contra Costa County values the health and safety of our citizens and our community; and

WHEREAS, many people in the United States are unaware of the harmful effects of marijuana use on the developing teen brain and the relationship between marijuana access & availability and teen use; and

WHEREAS, nationally, the percentage of youth reporting they see "great risk" in using marijuana has declined (Monitoring Our Future, 2017); and

WHEREAS, in Contra Costa County, the rate of past 30-day marijuana use reported by 11<sup>th</sup> grade students was 18% according to the 2015-2016 California Healthy Kids Survey Data (CHKS); and

WHEREAS, in Contra Costa County, 27% of 11<sup>th</sup> graders stated that there was no harm in smoking marijuana occasionally, and 69% of 11<sup>th</sup> graders report that marijuana is either fairly easy or very easy to obtain (CHKS, 2015-2016); and

WHEREAS, regular marijuana use during adolescence is associated with reduced IQ scores, poorer school performance and higher school dropout rates; and

WHEREAS, teens who are regular marijuana users are more likely to drop out of high school, as well as have decreased attention spans, impaired cognitive function and decreased verbal performance; and

WHEREAS, it is imperative that visible, unified prevention education efforts by community members be launched to maintain an honest perception of harm and reduce youth access to marijuana; and

WHEREAS, the National Red Ribbon Week Campaign offers citizens the opportunity for youth and parents to demonstrate their commitment to drug-free lifestyles, and will be celebrated in every community in America during Red Ribbon Week, October 23-31, 2018; and

WHEREAS, the Alcohol and Drug Abuse Prevention Team (ADAPT) Lamorinda Coalition along with other Alcohol and Other Drug Prevention coalitions further commits its resources to ensure the success of the Red Ribbon Week Campaign; and

WHEREAS, the ADAPT Lamorinda Coalition in cooperation with the Contra Costa Behavioral Health Division's Alcohol and Other Drugs Services, schools and community based organizations, coordinate Red Ribbon Week activities in Contra Costa County to offer our citizens the opportunity to demonstrate their commitment to healthy, alcohol and drug-free lifestyles; and

WHEREAS, business, government, parents, law enforcement, media, medical institutions, religious institutions, schools, senior citizens, service organizations, and youth will demonstrate their commitment to healthy, drug-free lifestyles by wearing and displaying red ribbons during this week-long celebration.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim October 23-31, 2018, as "Red Ribbon Week", and encourages its citizens to participate in alcohol and other drug prevention activities and programs, not only during "Red Ribbon Week", but all year long, making a visible statement that we are strongly committed to an alcohol and drug-free Contra Costa County.

*PASSED by a unanimous vote of the Board of Supervisors members present this 23<sup>rd</sup> day of October, 2018.*

*Karen Mitchoff*

**KAREN MITCHOFF**  
Chair,  
District IV Supervisor

*John Gioia*

**JOHN GIOIA**  
District I Supervisor

*Candace Andersen*

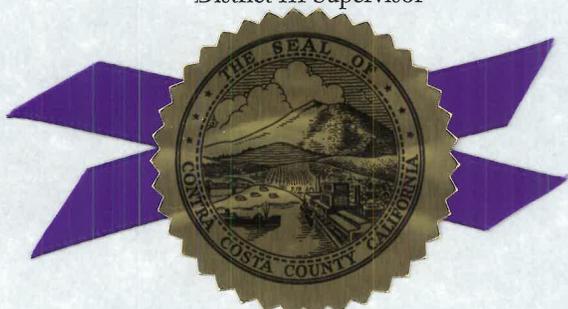
**CANDACE ANDERSEN**  
District II Supervisor

*Diane Burgis*

**DIANE BURGIS**  
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: October 23, 2018

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By *Stephanie Mello*, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: October 23, 2018

Subject: In matter of recognizing the 150th Alameda – Contra Costa Medical Association Annual Meeting

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Colleen Isenberg,  
925-521-7100

cc:

AGENDA ATTACHMENTS

Resolution No. 2018/546

MINUTES ATTACHMENTS

Signed Resolution No.

2018/546

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

In the matter of:

**Resolution No. 2018/546**

recognizing the 150th Alameda – Contra Costa Medical Association Annual Meeting

the Alameda-Contra Costa Medical Association (ACCMA) is a professional association of physicians who are committed to addressing health issues of concern to patients and doctors in the East Bay; and

Whereas, throughout its history the ACCMA has sought to improve public health, the quality of the practice of medicine and patients' access to care; and

Whereas, in 1895, Sarah I. Shuey, M.D. served as the first woman president of the ACCMA and was the first president of any medical society in the nation; and

Whereas, in 1936, striving to make medical care more affordable, the ACCMA and local hospitals formed the first medical-society created non-profit insurance company, that later became Blue Cross of California; and

Whereas, in 1945, recognizing the vital need to maintain an adequate supply of blood and blood products in the East Bay, the Blood Bank of the Alameda-Contra Costa Medical Association was established; and

Whereas, in 1947, the ACCMA guaranteed medical care for all East Bay residents with the creation of three programs, all nationwide firsts; and

Whereas, in 1968, the ACCMA formed the first Physician Well-Being Committee in the country to confidentially assist physicians impaired by alcoholism or other dependencies or problems; and

Whereas, in 1975, drawing on its extensive experience from the group professional liability program started in 1947, the ACCMA responded to the "malpractice crisis" by establishing the first doctor-owned professional liability insurance company in California: Medical Insurance Exchange of California (MIEC). MIEC is considered one of the most stable and best run doctor-owned companies in the country; and

Whereas, in 1996, the ACCMA created the Credentials Verification Service (CVS) to relieve physicians and medical organizations from the onerous burdens of the credentials verification process. The goal was to centralize the process by creating one source for reliable and affordable credentials verification; and

Whereas, in 2009, Formed the Alameda-Contra Costa POLST Coalition, a coalition of community advocates for advance care planning and adoption of Physician Orders for Life Sustaining Treatment (POLST) to ensure that patients' end-of-life care wishes are honored; and

Whereas, in 2013 the ACCMA sponsored the formation of the East Bay Conversation

Project, a broad coalition of community organizations promoting discussions and understanding of advance end of life care planning; and

Whereas, ACCMA has formed the Community Health Foundation, a 501c3 subsidiary charitable organization to facilitate ACCMA's involvement in community programs, including medical student scholarships, programs that promote and facilitate advanced care planning, and public health-related programs such as the Frank E. Stagers Sr., MD, Hypertension Project; and

Whereas, in 2015, the ACCMA helped to launch the East Bay Safe Prescribing Coalition, which is a collaborative effort of the local medical community to promote the provision of appropriate pain management and reduce opioid misuse in the East Bay.

that the Board of Supervisors does hereby honor the Alameda-Contra Costa Medical Association on their 150th annual meeting for your dedication to not only providing for the health in our community but ensuring the health and well-being of our medical community.

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**KAREN MITCHOFF**  
Chair, District IV Supervisor

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**JOHN GIOIA**  
District I Supervisor

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**CANDACE ANDERSEN**  
District II Supervisor

---

**DIANE BURGIS**  
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: October 23, 2018

David J. Twa,

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

# The Board of Supervisors of Contra Costa County, California

In the matter of recognizing the 150th Alameda - Contra Costa  
Medical Association Annual Meeting

Resolution No. 2018/546

WHEREAS, the Alameda-Contra Costa Medical Association (ACCMA) is a professional association of physicians who are committed to addressing health issues of concern to patients and doctors in the East Bay; and

WHEREAS, throughout its history the ACCMA has sought to improve public health, the quality of the practice of medicine and patients' access to care; and

WHEREAS, in 1895, Sarah I. Shuey, M.D. served as the first woman president of the ACCMA and was the first president of any medical society in the nation; and

WHEREAS, in 1936, striving to make medical care more affordable, the ACCMA and local hospitals formed the first medical-society created non-profit insurance company, that later became Blue Cross of California; and

WHEREAS, in 1945, recognizing the vital need to maintain an adequate supply of blood and blood products in the East Bay, the Blood Bank of the Alameda-Contra Costa Medical Association was established; and

WHEREAS, in 1947, the ACCMA guaranteed medical care for all East Bay residents with the creation of three programs, all nationwide firsts; and

WHEREAS, in 1968, the ACCMA formed the first Physician Well-Being Committee in the country to confidentially assist physicians impaired by alcoholism or other dependencies or problems; and

WHEREAS, in 1975, drawing on its extensive experience from the group professional liability program started in 1947, the ACCMA responded to the "malpractice crisis" by establishing the first doctor-owned professional liability insurance company in California: Medical Insurance Exchange of California (MIEC). MIEC is considered one of the most stable and best run doctor-owned companies in the country; and

WHEREAS, in 1996, the ACCMA created the Credentials Verification Service (CVS) to relieve physicians and medical organizations from the onerous burdens of the credentials verification process. The goal was to centralize the process by creating one source for reliable and affordable credentials verification; and

WHEREAS, in 2009, Formed the Alameda-Contra Costa POLST Coalition, a coalition of community advocates for advance care planning and adoption of Physician Orders for Life Sustaining Treatment (POLST) to ensure that patients' end-of-life care wishes are honored; and

WHEREAS, in 2013 the ACCMA sponsored the formation of the East Bay Conversation Project, a broad coalition of community organizations promoting discussions and understanding of advance end of life care planning; and

WHEREAS, ACCMA has formed the Community Health Foundation, a 501c3 subsidiary charitable organization to facilitate ACCMA's involvement in community programs, including medical student scholarships, programs that promote and facilitate advanced care planning, and public health-related programs such as the Frank E. Staggers Sr., MD, Hypertension Project; and

WHEREAS, in 2015, the ACCMA helped to launch the East Bay Safe Prescribing Coalition, which is a collaborative effort of the local medical community to promote the provision of appropriate pain management and reduce opioid misuse in the East Bay.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby honor the Alameda-Contra Costa Medical Association on their 150th annual meeting for its dedication to not only providing for the health in our community but ensuring the health and well-being of our medical community.

*PASSED by a unanimous vote of the Board of Supervisors members present this 23<sup>rd</sup> day of October, 2018.*

**KAREN MITCHOFF**  
Chair,  
District IV Supervisor

**JOHN GIOIA**  
District I Supervisor

**DIANE BURGIS**  
District III Supervisor

**CANDACE ANDERSEN**  
District II Supervisor

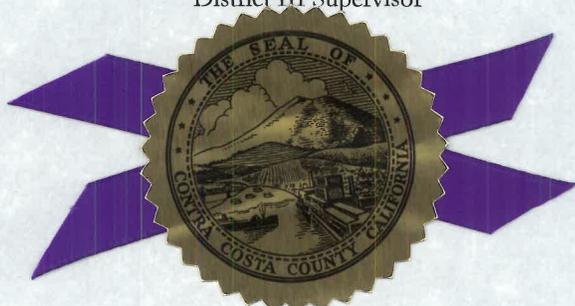
**FEDERAL D. GLOVER**  
District V Supervisor

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: October 23, 2018

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By Stephanie Mello, Deputy





Contra  
Costa  
County

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: October 23, 2018

Subject: APPOINT Lily Rahnema to the Business Seat 1 on the North Richmond Municipal Advisory Council

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**RECOMMENDATION(S):**

APPOINT Lily Rahnema to the Business Seat 1 on the North Richmond Municipal Advisory Council with a term expiring December 31, 2018, as recommended by Supervisor Gioia.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Council shall advise the Board on: 1. Services which are or may be provided to the North Richmond Community by the County or other local governmental agencies. Such services include, but are not limited to, public health, safety, welfare, public works and planning. 2. The feasibility of organizing the existing special districts serving the North Richmond Community in order to more efficiently provide public services such as, but not limited to, water, sewer, fire, parks and recreation, and infrastructure improvements. The Council may: 1. Represent the North Richmond Community before the Local Agency Formation Commission on proposed boundary changes affecting the community. 2. Represent the North Richmond community before the County Planning Commission(s) and the Zoning Administrator on land use and other planning matters affecting the community. In this regard, the Council shall cooperate with other planning advisory bodies in the North Richmond County area in order to avoid duplication and delay in the planning process. 3. Provide input and reports to the Board, County staff or any County hearing body

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Robert Rogers, (510)  
231-8688

cc:

BACKGROUND: (CONT'D)

on issues of concern to the North Richmond Community.

It is understood that the Board is the final decision making authority with respect to issues concerning the North Richmond Community and that the council shall serve solely in an advisory capacity. Except as specified above, the council may not represent the North Richmond Community to any State, County, city special district or school district, agency or commission, or any other organization on any matter concerning the community.

Ms. Rahnema wishes to serve as a volunteer partner and leader in North Richmond and occupy this seat.

Supervisor Gioia recruits for his advisory body openings in a number of ways including through his website, email blasts, newsletters, social media and traditional media, and interviews eligible candidates.

ATTACHMENTS

Lily Rahnema Application



Contra  
Costa  
County

**For Office Use Only**

Date Received:

**For Reviewers Use Only:**

Accepted Rejected

**BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION**

**MAIL OR DELIVER TO:**

Contra Costa County  
CLERK OF THE BOARD  
651 Pine Street, Rm. 106  
Martinez, California 94553-1292  
**PLEASE TYPE OR PRINT IN INK**  
(Each Position Requires a Separate Application)

**BOARD, COMMITTEE OR COMMISSION NAME AND SEAT TITLE YOU ARE APPLYING FOR:**

North Richmond Municipal Advisory Council

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. **Name:** Rahnema, Lily  
 (Last Name) (First Name) (Middle Name)

2. **Address:**                     , Richmond, CA, 94802  
 (No.) (Street) (Apt.) (State) (Zip Code)

3. **Phones:**                                                                 
 (Home No.) (Work No.) (Cell No.)

4. **Email Address:** lilyrahnema@chevron.com

5. **EDUCATION:** Check appropriate box if you possess one of the following:

High School Diploma  G.E.D. Certificate  California High School Proficiency Certificate

Give Highest Grade or Educational Level Achieved Masters of Science

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) University of London	Development Studies	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			Msc	Dec '07
B) San Francisco State University	International Relations	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	May '05
C)		Yes No <input type="checkbox"/> <input type="checkbox"/>				
D) Other schools / training completed:	Course Studied	Hours Completed	Certificate Awarded: Yes No <input type="checkbox"/> <input type="checkbox"/>			

**6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.**

<p>A) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>July 2018 - Current</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u></p> <p>1 month</p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Community Engagement Manager</p> <hr/> <p>Employer's Name and Address</p> <p>841 Chevron Way, TC-344  Richmond, CA 94802</p>	<p>Duties Performed</p> <p>Responsible for leading the refinery's strategic planning and execution of its social investment programs and ensuring alignment with Corporate/refinery business objectives.</p>
<p>B) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>Aug '17 - July '18</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u></p> <p>11 months</p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Manager, Corporate &amp; Foundation Rel</p> <hr/> <p>Employer's Name and Address</p> <p>San Francisco Unified School District  555 Franklin Street  San Francisco, CA 94102</p>	<p>Duties Performed</p> <p>Facilitating external investments from foundations and corporations for various programs and initiatives across the San Francisco Unified School District.</p>
<p>C) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>April 2013 - March 2017</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u></p> <p>4 years</p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Development &amp; Marketing Manager</p> <hr/> <p>Employer's Name and Address</p> <p>Emirates Wildlife Society in association with WWF (EWS-WWF)  PO Box 454891  Dubai, United Arab Emirates</p>	<p>Duties Performed</p> <p>Facilitating strategic partnerships, marketing plans, and external communications to facilitate fundraising for environmental and conservation initiatives across the Persian Gulf region.</p>
<p>D) Dates (Month, Day, Year)  <u>From</u>      <u>To</u></p> <p>June 2012 - January 2013</p> <p>Total: <u>Yrs.</u>    <u>Mos.</u></p> <p>8 months</p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title</p> <p>Strategic Communication Consultant</p> <hr/> <p>Employer's Name and Address</p> <p>Sayara International  1875 Connecticut Ave NW  Washington, DC 20009</p>	<p>Duties Performed</p> <p>Supporting start up efforts related to strategic planning, donor reports, proposal writing and external communication for Afghanistan portfolio.</p>

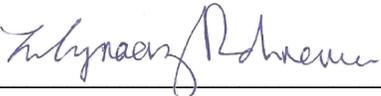
7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other \_\_\_\_\_

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship: \_\_\_\_\_

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:  Date: August 8, 2018

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at: **651 Pine Street, Room 106, Martinez, CA 94553.**
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA and for  
Special Districts, Agencies and Authorities Governed by the Board Adopted Resolution  
no. 2011/55 on 2/08/2011 as follows:**

IN THE MATTER OF ADOPTING A POLICY MAKING FAMILY MEMBERS OF THE BOARD OF SUPERVISORS INELIGIBLE FOR APPOINTMENT TO BOARDS, COMMITTEES OR COMMISSIONS FOR WHICH THE BOARD OF SUPERVISORS IS THE APPOINTING AUTHORITY

WHEREAS the Board of Supervisors wishes to avoid the reality or appearance of improper influence or favoritism;  
NOW, THEREFORE, BE IT RESOLVED THAT the following policy is hereby adopted:

- I. SCOPE: This policy applies to appointments to any seats on boards, committees or commissions for which the Contra Costa County Board of Supervisors is the appointing authority.
- II. POLICY: A person will not be eligible for appointment if he/she is related to a Board of Supervisors' Member in any of the following relationships:
1. Mother, father, son, and daughter;
  2. Brother, sister, grandmother, grandfather, grandson, and granddaughter;
  3. Great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, and great-granddaughter;
  4. First cousin;
  5. Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
  6. Sister-in-law (brother's spouse or spouse's sister), brother-in-law (sister's spouse or spouse's brother), spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouse's grandson;
  7. Registered domestic partner, pursuant to California Family Code section 297.
  8. The relatives, as defined in 5 and 6 above, for a registered domestic partner.
  9. Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: October 23, 2018

Subject: APPOINT Ronald Mullin to the Assessment Appeals Board District IV Seat

---

**RECOMMENDATION(S):**

APPOINT the following individual to the District IV seat on the Assessment Appeals Board to a term ending on September 5, 2021, as recommended by Supervisor Karen Mitchoff

Ronald Mullin  
Concord, CA 94521

**FISCAL IMPACT:**

None.

**BACKGROUND:**

Established May 29, 1973 by Ordinance 73-45, the Appeals Board is the Board of Equalization for the County, with the powers to equalize the valuation of the taxable property in the County for the purpose of taxation and review, equalization and adjust penal and escaped assessments on the roll.

**CONSEQUENCE OF NEGATIVE ACTION:**

The seat would become vacant.

**CHILDREN'S IMPACT STATEMENT:**

none.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Lisa Chow, (925)  
521-7100

cc:





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Federal D. Glover, District V Supervisor  
Date: October 23, 2018

Subject: Re-Appoint Theresa Snook O'riva to the Arts and Culture Commission

---

**RECOMMENDATION(S):**

RE-APPOINT the following individual to the District V Representative Seat on the Arts and Culture Commission with a term expiring June 30, 2021, as recommended by Supervisor Glover.

Theresa Snook O'Riva

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The function of the Arts and Culture Commission is to advise the Board of Supervisors in matters and issues relevant to Arts and Culture, to advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate, and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government; and to increase communication and understanding between all citizens through art. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all of the citizens of Contra Costa County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Vincent Manuel (925)  
608-4200

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the seat will remain vacant.

CHILDREN'S IMPACT STATEMENT:

None applicable.



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 23, 2018

Subject: RECOMMENDATION FOR APPOINTMENT TO THE COMMISSION FOR WOMEN

---

**RECOMMENDATION(S):**

APPOINT Ariana Rickard (Pleasant Hill) to the At Large #6 seat on the Commission for Women to a term expiring on March 1, 2021.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

In September 2017, the IOC held a discussion about problems that had been reported concerning the Commission for Women including a spate of member resignations, inability to achieve a meeting quorum, blurred responsibilities, disagreement over the Commission's mission, factions and fragmentation, open meeting act errors, and loss of interest among some of the membership.

In February 2018, IOC staff presented five recommendations to address the problems identified by some of the former and current Commission members. The Committee generally concurred with staff's recommendations and preliminarily recommended to the Board of Supervisors that the size of the Commission be reduced from 20 to 15 members to improve cohesion and also the probability of achieving a meeting quorum. The Board approved this recommendation on April 24, 2018. Assuming the Commission

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stacey M. Boyd, Deputy

Contact: Julie DiMaggio Enea  
(925) 335-1077

cc:

## BACKGROUND: (CONT'D)

would thus be able to convene proper meetings, the IOC requested the Commission to consider the remaining CAO recommendations and possible bylaws update, and report back to the IOC in October.

The Commission website is not up-to-date. According to their minutes, they last met on May 18, 2018 (<http://www.womenscommission.com/agenda.html>). The Clerk's Office was unable to find any agenda or announcement of a May 18 Commission meeting. Also, according to the minutes from each of the 2018 meetings, the Commission appears to have met without a quorum of members present. The May 18 Commission minutes indicate that some discussion occurred regarding the recommended bylaw changes, but there is no further information in the minutes.

The Commission for Women has a small group of very devoted members who try to keep the Commission moving forward. However, they currently do not have enough members to do their business. In April of this year, the Board of Supervisors reduced the Commission's membership size from 20 seats down to 15 to assist them in achieving a meeting quorum, which is now 8. Even with the 5-seat reduction, the Commission appears to be struggling to achieve a quorum. Last month, the Board accepted another resignation from the Commission.

To assist the Commission in achieving a quorum so that it can meet and recruit additional members, we recommend that the Board appoint Ms. Rickard to an At Large seat on the Commission.

## ATTACHMENTS

Candidate Application\_Ariana Rickard\_Comm for Women



6. PLEASE FILL OUT THE FOLLOWING SECTION COMPLETELY. List experience that relates to the qualifications needed to serve on the local appointive body. Begin with your most recent experience. A resume or other supporting documentation may be attached but it may not be used as a substitute for completing this section.

<p>A) Dates (Month, Day, Year) From <u>    </u> To <u>    </u> 11/2014 Current Total: Yrs. <u>    </u> Mos. <u>    </u> 3 7 Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Chapter Network Associate Director Employer's Name and Address Audubon California San Francisco, CA 94104-3402</p>	<p>Duties Performed • Advance shorebird conservation, education, and outreach projects in partnership with Audubon chapters and others. • Conduct Advocacy training for Audubon Convention, chapter meetings and webinars. • Manage advocacy campaigns and projects that conserve coastal wetlands and estuaries.</p>
<p>B) Dates (Month, Day, Year) From <u>    </u> To <u>    </u> 2/2016 Current Total: Yrs. <u>    </u> Mos. <u>    </u> 2 4 Hrs. per week <u>1</u> . Volunteer <input checked="" type="checkbox"/></p>	<p>Title Environmental Advisory Council membe Employer's Name and Address Assemblywoman Catharine Baker 2440 Camino Ramon, Suite 345 San Ramon, CA 94583</p>	<p>Duties Performed • Advise Assemblywoman Baker on issues pertaining to natural lands, public parks and trails, wildlife corridors and ecosystems. • Help organize Walk and Talks with Assemblywoman Baker's office in our local parks to highlight natural resources and recreational opportunities and allow constituents to speak with their representative.</p>
<p>C) Dates (Month, Day, Year) From <u>    </u> To <u>    </u> 8/2012 Current Total: Yrs. <u>    </u> Mos. <u>    </u> 5 10 Hrs. per week <u>2</u> . Volunteer <input checked="" type="checkbox"/></p>	<p>Title Leg. &amp; Program Chair, Board Member Employer's Name and Address Mt. Diablo Audubon Society P.O. Box 53 Walnut Creek, CA 94597</p>	<p>Duties Performed • Advocate for conservation legislative priorities. Develop relationships with local representatives. • Research local wildlife experts for speaker series at monthly membership meetings. • Conservation Committee member – work to educate public about the ecological hazards of second generation rodenticides.</p>
<p>D) Dates (Month, Day, Year) From <u>    </u> To <u>    </u> 2/2006 3/2008 Total: Yrs. <u>    </u> Mos. <u>    </u> 2 2 Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Natural Resources Specialist Employer's Name and Address Peace Corps 1111 20th Street NW Washington, DC 20526</p>	<p>Duties Performed • Research: Established and conducted herpetological surveys in La Perla and Lalo Loor forest preserves to create list of amphibian and reptile species at each park. • Community Gardening: Organized a school garden to teach 60+ students about organic gardening and to provide supplemental fruits and vegetables for their lunches.</p>

7. How did you learn about this vacancy?

CCC Homepage  Walk-In  Newspaper Advertisement  District Supervisor  Other

8. Do you have a Familial or Financial Relationship with a member of the Board of Supervisors? (Please see Board Resolution no. 2011/55, attached): No  Yes

If Yes, please identify the nature of the relationship:

9. Do you have any financial relationships with the County such as grants, contracts, or other economic relations? No  Yes

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name:

Date: June 22, 2018

### Important Information

1. This application is a public document and is subject to the California Public Records Act (CA Gov. Code §6250-6270).
2. Send the completed paper application to the Office of the Clerk of the Board at **651 Pine Street, Room 106, Martinez, CA 94553**.
3. A résumé or other relevant information may be submitted with this application.
4. All members are required to take the following training: 1) The Brown Act, 2) The Better Government Ordinance, and 3) Ethics Training.
5. Members of boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
6. Advisory body meetings may be held in various locations and some locations may not be accessible by public transportation.
7. Meeting dates and times are subject to change and may occur up to two days per month.
8. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 23, 2018

Subject: Consider a Position of Support for Proposition 12 on the November 6, 2018 Ballot

---

**RECOMMENDATION(S):**

ADOPT a position of "Support" on Proposition 12 "Farm Animal Confinement Initiative" on the November 6, 2018 statewide ballot, as recommended by the Director of Animal Services for Contra Costa County.

ADOPT the attached Resolution in support of Proposition 12.

**FISCAL IMPACT:**

**From the Legislative Analyst's Office:**

***Consumer Prices Likely to Increase.*** This measure would likely result in an increase in prices for eggs, pork, and veal for two reasons. First, this measure would result in many farmers having to remodel or build new housing for animals—such as by installing cage-free housing for hens. In some cases, this housing also could be more expensive to run on an ongoing basis. Much of these increased costs are likely to be passed through to consumers who purchase the products. Second, it could take several years for enough farmers in California and other states to change their housing systems to meet the measure's requirements. If in the future farmers cannot produce enough eggs, pork, and veal to meet the demand in California, these shortfalls would lead to an increase in prices until farmers can meet demand. As discussed above, many companies have announced that they are moving towards requiring that their food suppliers give farm animals more space to move around (such as by buying only cage-free eggs). To the extent that this happens, some of the price increases described above would have occurred anyway in future years.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: L. DeLaney,  
925-335-1097

cc:



## FISCAL IMPACT: (CONT'D)

**Small Reduction in State Government Revenues.** Because this measure would increase costs for some California farmers who produce eggs, pork, and veal, some of them could choose to stop or reduce their production. To the extent this happens, there could be less state income tax revenues from these farm businesses in the future. The reduction statewide likely would not be more than several million dollars each year. **State Oversight Costs.** CDFA would have increased workload to enforce this measure. For example, the department would have to check that farmers in California and other states that sell to California use animal housing that meets the measure's requirements. CDFA would also make sure that products sold in California comply with the measure's requirements. The **cost of this additional workload could be up to \$10 million annually.**

## BACKGROUND:

**Proposition 12 [Establishes New Standards for Confinement of Specified Farm Animals; Bans Sale of Noncomplying Products. Initiative Statute.](#)**

**Voter Guide information:** <http://voterguide.sos.ca.gov/propositions/12/>

**The LAO Analysis:** <https://lao.ca.gov/ballot/2018/prop12-110618.pdf>

## **BACKGROUND**

***Agriculture Is a Major Industry in California.*** California farms produce more food—such as fruit, vegetables, nuts, meat, and eggs—than in any other state. Californians also buy food produced in other states, including most of the eggs and pork they eat. The California Department of Food and Agriculture (CDFA) is responsible for promoting California agriculture and overseeing animal health and food safety. ***State Law Bans Cruelty to Animals.*** For over a century, the state has had laws banning the mistreatment of animals, including farm animals. For example, anyone who keeps an animal in an enclosed area is required to provide it with an exercise area and give it access to shelter, food, and water. Depending on the specific violation of these requirements, a person could be found guilty of a misdemeanor or felony, either of which is punishable by a fine, imprisonment, or both.

***Farm Animal Practices Are Changing.*** There has been growing public interest in the treatment of farm animals. In particular, concerns have been expressed about keeping farm animals in cages and crates. Partly in response to these concerns, various animal farming associations have developed guidelines and best practices to improve the care and handling of farm animals. Also in response to these concerns, many major grocery stores, restaurants, and other companies have announced that they are moving towards requiring that their food suppliers give farm animals more space to move around (for example, by only purchasing eggs from farmers who use “cage-free” housing for hens). ***Proposition 2 (2008) Created Standards for Housing Certain Farm Animals.*** Proposition 2 generally prohibits California farmers from housing pregnant pigs, calves raised for veal, and egg-laying hens in cages or crates that do not allow them to turn around freely, lie down, stand up, and fully extend their limbs. Under Proposition 2, anyone who violates this law is guilty of a misdemeanor. ***State Law Banned the Sale of Eggs That Do Not Meet Housing Standards.*** A state law passed after Proposition 2 made it illegal for businesses in California to sell eggs that they knew came from hens housed in ways that do not meet Proposition 2's standards for egg-laying hens. This law applies to eggs

from California or other states. Any person who violates this law is guilty of a misdemeanor. (The law does not cover *liquid* eggs, which are egg yolks and whites that have been removed from their shells and processed for sale.)

CLERK'S ADDENDUM

***ADOPTED Resolution No. 2018/529 to take a position of "Support" on Proposition 12 "Farm Animal Confinement Initiative" on the November 6, 2018 statewide ballot, as recommended by the Director of Animal Services for Contra Costa County.***

AGENDA ATTACHMENTS

Resolution No. 2018/529

MINUTES ATTACHMENTS

Signed Resolution No. 2018/529

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

Adopted this Resolution on 10/23/2018 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/> <b>Diane Burgis</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>
<b>ABSENT:</b>	<input type="text"/>
<b>ABSTAIN:</b>	<input type="text"/>
<b>RECUSE:</b>	<input type="text"/>



**Resolution No. 2018/529**

Support of Proposition 12 "Farm Animal Confinement Initiative" on the November 6, 2018 Statewide Ballot.

WHEREAS, Proposition 12 would strengthen 2008's voter-approved Proposition 2, which banned the confinement of farm animals in a manner that did not allow them to turn around, lie down, stand up, and fully extend their limbs; and

WHEREAS, Proposition 12 would establish new minimum space requirements for confining veal calves, breeding pigs and egg-laying hens, and prohibits certain commercial sales of specified meat and egg products from animals confined in non-compliant manner; and

WHEREAS, effective 2020, Proposition 12 would require, for example, that confined egg-laying hens be housed with no less than 1 square foot of usable floor space per bird, and would be required to be raised in a cage-free environment after December 31, 2021; and

WHEREAS, supporters of Proposition 12 consist of a coalition of 500 veterinarians, farms and sanctuaries, food safety groups and animal protection organizations, including the Human Society of the United States, which contends that the law will phase out cruel and extreme methods of farm animal confinement and minimize the risk of food-borne illnesses; and

WHEREAS, while many of these farming practices do not occur in our county, the consumers of these products will benefit by knowing that products they purchase which come from outside our state will have the same protections they have come to demand in California, and the Contra Costa County Board of Supervisors supports humane farming practices and measures to improve food safety and protect the environment.

Now, Therefore, Be It Resolved, that the Board of Supervisors of Contra Costa County hereby SUPPORTS Proposition 12 and urges its residents to vote "Yes" on Proposition 12 on November 6, 2018.

I hereby certify that this 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: L. DeLaney, 925-335-1097

**ATTESTED: October 23, 2018**

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

By: June McHuen, Deputy

cc:

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

Adopted this Resolution on 10/23/2018 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



**Resolution No. 2018/529**

Support of Proposition 12 "Farm Animal Confinement Initiative" on the November 6, 2018 Statewide Ballot.

WHEREAS, Proposition 12 would strengthen 2008's voter-approved Proposition 2, which banned the confinement of farm animals in a manner that did not allow them to turn around, lie down, stand up, and fully extend their limbs; and

WHEREAS, Proposition 12 would establish new minimum space requirements for confining veal calves, breeding pigs and egg-laying hens, and prohibits certain commercial sales of specified meat and egg products from animals confined in non-compliant manner; and

WHEREAS, effective 2020, Proposition 12 would require, for example, that confined egg-laying hens be housed with no less than 1 square foot of usable floor space per bird, and would be required to be raised in a cage-free environment after December 31, 2021; and

WHEREAS, supporters of Proposition 12 consist of a coalition of 500 veterinarians, farms and sanctuaries, food safety groups and animal protection organizations, including the Human Society of the United States, which contends that the law will phase out cruel and extreme methods of farm animal confinement and minimize the risk of food-borne illnesses; and

WHEREAS, while many of these farming practices do not occur in our county, the consumers of these products will benefit by knowing that products they purchase which come from outside our state will have the same protections they have come to demand in California, and the Contra Costa County Board of Supervisors supports humane farming practices and measures to improve food safety and protect the environment.

Now, Therefore, Be It Resolved, that the Board of Supervisors of Contra Costa County hereby SUPPORTS Proposition 12 and urges its residents to vote "Yes" on Proposition 12 on November 6, 2018.

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

**ATTESTED: October 23, 2018**

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

Contact: L. DeLaney, 925-335-1097

*June McHuen*  
By: June McHuen, Deputy

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Resolution and Indemnification Agreement for Disbursement of West Contra Costa Integrated Waste Management Authority Reserve Funds to the County

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2018/539 concerning the disbursement of reserve funds to the County in the amount of \$659,481 by the West Contra Costa Integrated Waste Management Authority (Authority) to be used to further the purposes of the Authority.
2. APPROVE and AUTHORIZE the Conservation and Development Director to execute an Indemnification Agreement by and between the County and the Authority regarding the County's use of reserve funding to be disbursed to the County.
3. DIRECT staff to return and present a proposed reserve funding allocation plan, identifying recommended allowable uses which shall include but not necessarily be limited to subsidizing programs/services that directly aid in the prevention or abatement of illegal dumping within the areas served by Richmond Sanitary Service (RSS) under the County/RSS Franchise, subsidizing on-call services to customers which are not already included in approved rates, and offsetting potential future rate increases for customers in said Franchise area.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Deidra Dingman, (925)  
674-7825

cc:

### FISCAL IMPACT:

There will be no impact to the General Fund. Expenditures will be subject to future authorization by the Board following consideration of a proposed funding allocation plan delineating the recommended allowable uses.

### BACKGROUND:

The West Contra Costa Integrated Waste Management Authority (Authority) is a joint powers agency created on April 2, 1991 by the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (Member Agencies). Unlike the cities, the County is not a Member Agency and instead serves as an ex-officio non-voting member to the Authority.

The Authority is responsible for regulating post-collection processing services (disposal, recyclables processing, composting and management of household hazardous waste) for the waste stream governed under the collection franchise agreements administered by the five Member Agencies as well as the waste stream governed by the County's collection franchise agreement with Richmond Sanitary Service (RSS). The Authority also implements a variety of waste diversion programs targeting the waste stream generated within the above-mentioned West County franchise areas.

The Authority participated in the public-private partnership responsible for arranging bond financing for the development and operation of the Integrated Resource Recovery Facility (IRRF) located on Pittsburg Avenue in North Richmond. In July 1993, the County Board of Supervisors approved a Land Use Permit allowing the development and operation of the IRRF. In May 1993, the County and Authority entered into an agreement (County/Authority Contract) to provide for, among other things joint regulation of the IRRF. This agreement also established the County as a non-voting member of the Authority.

The Authority (also known as RecycleMore) separately contracts with Republic Services, Inc. (Republic) for post-collection services including recyclables processing, composting, operation of the household hazardous waste facility, and the transfer, transportation and disposal of solid waste. In anticipation of the bonds being paid off concurrent with the expiration of the IRRF Service Agreement at the end of 2013, a new agreement was established between the Authority and Republic to govern the full range of post-collection services to be provided until the end of the term of the existing RSS collection Franchises. During the term of the IRRF Service Agreement, the Authority accumulated reserve funds totaling \$6.65 million. These funds came from three different revenue streams:

- 1) Authority share of revenues from the sale of recyclables generated by communities outside of the Authority territory (Out-Of-Area Recycling Revenue and Rate Reserves - OOA),
- 2) Authority share of revenues from the sale of recyclables generated by Member Agencies with collection agreements with Republic Services (In-Area Recycling Revenue and Rate Reserves - RRRR), and
- 3) the remaining amount from the balancing account with Republic Services (Performance Evaluation Revenue Adjustment Mechanism - PERAM).

On October 29, 2015, a majority of the Authority Board approved resolutions 15-03, 15-04, and 15-05 (Exhibit A) authorizing disbursement of a portion of the OOA, RRRR, and PERAM reserve funds upon request of each Member Agency and the County. Authority Board Members representing a majority of the Member Agencies (Hercules, Pinole and San Pablo) voted against disbursement out of concern for the future financial sustainability of the Authority, however a majority of the Authority Board Members voted to disburse funding (El Cerrito plus all three from Richmond).

The Authority retained \$1.9 million in reserves for “one time” projects and on-going operational needs, making \$4.7 million available for disbursement to Member Agencies. The allocation amounts were based on an allocation methodology determined by the Authority, with input from representatives of the Member Agencies and the County, to be fair and equitable. All five cities that are members of the Authority have requested and received their respective reserve fund disbursement. The County’s proportional share of the allocated reserve funding available for disbursement amounts to a total of \$659,481.

County staff recommends requesting disbursement of the County’s share of the reserves so that it can be expended in ways that further the purposes of the Authority (i.e. uses directly related to solid waste, recycling, wastes reduction or compliance with the Integrated Waste Management Act) for the benefit of the unincorporated area served under the County's Franchise Agreement with RSS. If these recommendations are approved, staff plans to return to the Board in 2018 to present a recommended reserve funding allocation plan, which would include but not necessarily be limited to subsidizing programs/services that directly aid in the prevention or abatement of illegal dumping within the areas served under the County/RSS Franchise, subsidizing on-call services to customers which are not already included in approved rates, and offsetting potential future rate increases for County/RSS Franchise area customers.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not receive its ratepayers prorated share of excess West Contra Costa Integrated Waste Management Authority reserve funding totaling \$659,481.

AGENDA ATTACHMENTS

Resolution No. 2018/539

Exhibit A: Authority Resolutions 15-03, 15-04 &15-05

Indemnification Agreement by and between the Authority and the County

MINUTES ATTACHMENTS

Signed Resolution No. 2018/539

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

Adopted this Resolution on 10/23/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>	
<b>ABSENT:</b>	<input type="text"/>	
<b>ABSTAIN:</b>	<input type="text"/>	
<b>RECUSE:</b>	<input type="text"/>	



**Resolution No. 2018/539**

THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY’S (“AUTHORITY’S”) DISBURSEMENT OF RESERVE FUNDS TO THE COUNTY OF CONTRA COSTA AND AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT RELATED TO SUCH DISBURSEMENT

WHEREAS, the Authority is a joint powers authority (JPA) organized under the provisions of Government Code Section 6500 et seq. (the Joint Exercise of Powers Act);

WHEREAS, the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (the “Member Cities”) are parties to the JPA agreement that created the Authority and the County of Contra Costa (the “County”) is an ex-officio member of the Authority;

WHEREAS, the JPA agreement authorized the construction and operation of an Integrated Resource Recovery Facility (IRRF), pledged Member Cities’ waste stream control to the Authority, and placed certain municipal solid waste activities, including compliance with the Integrated Waste Management Act ("AB939") for the Member Cities, with the Authority;

WHEREAS, from 1994 to 2013, the Authority was party to an agreement with Republic Services to operate the IRRF and provided for a sharing of revenues generated by the IRRF between the Authority and Republic Services (the “IRRF Service Agreement”);

WHEREAS, during the term of the IRRF Service Agreement the Authority accumulated reserve funds totaling \$6.65 million (the “Reserve Funds”);

WHEREAS, Government Code Section 6512.1 of the Joint Exercise of Powers Act expressly permits a JPA to distribute revenues it has received from the operation of a revenue-producing facility;

WHEREAS, the JPA agreement creating the Authority does not contain any provisions which directly regulate the distribution of revenue, except upon termination of the Authority, and therefore the Authority Board of Directors has the authority and discretion to determine if, and in what manner, revenues should be distributed;

WHEREAS, a majority of the Authority Board of Directors voted to distribute a portion of the Reserve Funds to the Member Cities and the County and, by Resolutions 15-03, 15-04, and 15-05, approved such distribution on the condition that (i) the recipients use the funds in ways that further the purposes of the Authority (any use which relates to solid waste, recycling, waste reduction and compliance with AB939), (ii) each Member City indemnify the Authority and each other Member City and the County from any and all claims arising out of the Authority’s disbursement of the monies , and (iii) the County indemnify the Authority and each of the Member Cities from any and all claims arising out of the Authority’s disbursement of the monies;

WHEREAS, the County’s share of the total approved disbursement is \$659,481 (the “County Disbursement Amount”);

WHEREAS, each of the Member Cities and the County have the option of (i) leaving their share of the authorized distribution on reserve with the Authority, or (ii) requesting disbursement;

WHEREAS, staff recommends requesting disbursement of the County Disbursement Amount and recommends authorizing that these funds be expended on uses which related to solid waste, recycling, waste reduction and compliance with AB939 within the unincorporated areas served by Richmond Sanitary Service and governed under the County’s Franchise Agreement; and

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

1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The County acknowledges receipt of the Authority Resolutions 15-03, 15-04, and 15-05 concerning the Authority's disbursement of reserve funds.
3. The County's Director of Conservation and Development, is authorized to enter into an indemnification agreement with the Authority in substantially the form attached hereto, under which the County will indemnify the Authority and the Member Cities for claims arising out of the County's use of the reserve funds disbursed by the Authority.
4. The Reserve Funds disbursed to the County by the Authority are to be allocated to uses which relate to solid waste, recycling, waste reduction and compliance with AB939 within the unincorporated areas served under the County's Franchise Agreement with Richmond Sanitary Service, which could include programs to aid in the prevention or abatement of illegal dumping.

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

**ATTESTED: October 23, 2018**

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

**Contact: Deidra Dingman, (925) 674-7825**

By: June McHuen, Deputy

**cc:**

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

Adopted this Resolution on 10/23/2018 by the following vote:

	<b>John Gioia</b>
	<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/> <b>Diane Burgis</b>
	<b>Karen Mitchoff</b>
	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text" value="/"/>
<b>ABSENT:</b>	<input type="text" value="/"/>
<b>ABSTAIN:</b>	<input type="text" value="/"/>
<b>RECUSE:</b>	<input type="text" value="/"/>



**Resolution No. 2018/539**

THE WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY'S ("AUTHORITY'S")  
 DISBURSEMENT OF RESERVE FUNDS TO THE COUNTY OF CONTRA COSTA AND AUTHORIZING THE  
 EXECUTION OF AN INDEMNIFICATION AGREEMENT RELATED TO SUCH DISBURSEMENT

WHEREAS, the Authority is a joint powers authority (JPA) organized under the provisions of Government Code Section 6500 et seq. (the Joint Exercise of Powers Act);

WHEREAS, the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (the "Member Cities") are parties to the JPA agreement that created the Authority and the County of Contra Costa (the "County") is an ex-officio member of the Authority;

WHEREAS, the JPA agreement authorized the construction and operation of an Integrated Resource Recovery Facility (IRRF), pledged Member Cities' waste stream control to the Authority, and placed certain municipal solid waste activities, including compliance with the Integrated Waste Management Act ("AB939") for the Member Cities, with the Authority;

WHEREAS, from 1994 to 2013, the Authority was party to an agreement with Republic Services to operate the IRRF and provided for a sharing of revenues generated by the IRRF between the Authority and Republic Services (the "IRRF Service Agreement");

WHEREAS, during the term of the IRRF Service Agreement the Authority accumulated reserve funds totaling \$6.65 million (the "Reserve Funds");

WHEREAS, Government Code Section 6512.1 of the Joint Exercise of Powers Act expressly permits a JPA to distribute revenues it has received from the operation of a revenue-producing facility;

WHEREAS, the JPA agreement creating the Authority does not contain any provisions which directly regulate the distribution of revenue, except upon termination of the Authority, and therefore the Authority Board of Directors has the authority and discretion to determine if, and in what manner, revenues should be distributed;

WHEREAS, a majority of the Authority Board of Directors voted to distribute a portion of the Reserve Funds to the Member Cities and the County and, by Resolutions 15-03, 15-04, and 15-05, approved such distribution on the condition that (i) the recipients use the funds in ways that further the purposes of the Authority (any use which relates to solid waste, recycling, waste reduction and compliance with AB939), (ii) each Member City indemnify the Authority and each other Member City and the County from any and all claims arising out of the Authority's disbursement of the monies, and (iii) the County indemnify the Authority and each of the Member Cities from any and all claims arising out of the Authority's disbursement of the monies;

WHEREAS, the County's share of the total approved disbursement is \$659,481 (the "County Disbursement Amount");

WHEREAS, each of the Member Cities and the County have the option of (i) leaving their share of the authorized distribution on reserve with the Authority, or (ii) requesting disbursement;

WHEREAS, staff recommends requesting disbursement of the County Disbursement Amount and recommends authorizing that these funds be expended on uses which related to solid waste, recycling, waste reduction and compliance with AB939 within the unincorporated areas served by Richmond Sanitary Service and governed under the County's Franchise Agreement; and

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

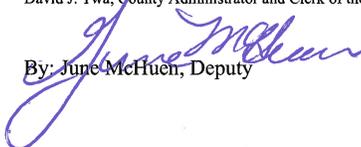
1. The foregoing recitals are true and correct and made a part of this Resolution.
2. The County acknowledges receipt of the Authority Resolutions 15-03, 15-04, and 15-05 concerning the Authority's disbursement of reserve funds.
3. The County's Director of Conservation and Development, is authorized to enter into an indemnification agreement with the Authority in substantially the form attached hereto, under which the County will indemnify the Authority and the Member Cities for claims arising out of the County's use of the reserve funds disbursed by the Authority.
4. The Reserve Funds disbursed to the County by the Authority are to be allocated to uses which relate to solid waste, recycling, waste reduction and compliance with AB939 within the unincorporated areas served under the County's Franchise Agreement with Richmond Sanitary Service, which could include programs to aid in the prevention or abatement of illegal dumping.

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

**ATTESTED: October 23, 2018**

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

Contact: Deidra Dingman, (925) 674-7825

By:  June McHuen, Deputy

cc:

RESOLUTION NO. 15 - 03

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST CONTRA COSTA  
INTEGRATED WASTE MANAGEMENT AUTHORITY AUTHORIZING THE  
DISBURSEMENT OF THE OOA FUND TO MEMBER CITIES AND CONTRA COSTA  
COUNTY**

WHEREAS, the West Contra Costa Integrated Waste Management Authority (the "Authority") is a joint powers authority ("JPA") organized under the provisions of Government Code section 6500 *et seq.* (the "Joint Exercise of Powers Act"); and

WHEREAS, the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo ("Member Cities") are parties to the JPA agreement that created the Authority; and

WHEREAS, the JPA agreement authorized the construction and operation of an integrated resource recovery facility ("IRRF"), pledged waste stream to control of Authority and placed certain municipal solid waste activities, including AB 939 compliance, with the Authority; and

WHEREAS, Contra Costa County (the "County") is an ex-officio member of the Authority, made the same pledge of waste stream to the Authority as the Member Cities did, and allowed the IRRF to be regulated by the Authority even though it is located within the unincorporated jurisdiction of the County; and

WHEREAS, the Authority entered into an agreement with Republic Services to operate the IRRF, and this agreement provided for a sharing of revenues generated by the IRRF between the Authority and Republic Services; and

WHEREAS, Republic Services entered into agreements with public entities other than the Member Cities ("non-Member Cities") to process the recyclables collected by those non-Member Cities ("Service Agreements"); and

WHEREAS, the Authority had no regulatory role over these non-Member Cities, and these Service Agreements were the result of freely entered into negotiations and the determination by each party that this was a commercially beneficially arrangement; and

WHEREAS, to the extent that the generators of the recyclables collected by non-Member Cities were charged a fee for collection and processing of the recyclables at the IRRF, those fees were not imposed on property owners by the Authority, Member Cities or the County; and

WHEREAS, the recyclables collected from non-Member Cities were processed at the IRRF and sold, generating revenues, of which the Authority received a portion; and

WHEREAS, these revenues were deposited into the Authority's out-of-area revenues fund ("OOA Fund"); and

WHEREAS, the OOA Fund was generated from the sale of recyclable materials, originating from outside the Authority's jurisdictional area, pursuant to commercial contracts and were not derived from a tax, a property-related fee or an assessment under Proposition 218.

WHEREAS, the Authority currently has One Million Forty-nine Thousand Sixty-four Dollars (\$1,049,064.00) in the OOA Fund; and

WHEREAS, Government Code section 6512.1 of the Joint Exercise of Powers Act expressly permits a JPA to distribute revenues it has received from the operation of a revenue-producing facility; and

WHEREAS, Government Code section 6512.1 states that "[i]f the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement"; and

WHEREAS, distribution of revenues under Government Code section 6512.1 must be in accordance with the manner specified in the agency's JPA agreement or, in the absence of express provisions regarding distribution in the JPA agreement, in a manner determined by the JPA's board of directors;

WHEREAS, the JPA agreement creating the Authority does not contain any provisions which directly regulate the distribution of revenue prior to termination of the Authority, and therefore the Board of Directors has the authority and discretion to determine if, and in what manner, the OOA Fund should be distributed; and

WHEREAS, the Board of Directors desires to distribute the monies in the OOA Fund to the Member Cities and the County and some members of the Board of Directors and Authority staff have expressed the view that OOA Funds should be used by Member Cities for the purposes for which the Authority was created, which relate to solid waste, recycling, waste reduction and compliance with AB 939. Member Agencies could further the purposes of the Authority by using the disbursed monies on any use which relates to solid waste or recycling services, or waste reduction, such as litter pickup or recycling education. The Authority does not control the use of funds received by the Member Cities, however; and

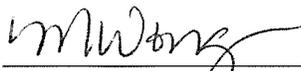
WHEREAS, a Member City or the County will be eligible to receive a share of the OOA Fund only if its legislative body authorizes the receipt of the monies and authorizes its representative to execute an agreement indemnifying the Authority, the other Member Cities and the County with regard to any claim or action arising out of the Authority's disbursement of monies from the OOA Fund; and

WHEREAS, the Board of Directors has not yet determined how much of the OOA Fund to distribute, or how to divide the OOA Fund between the Member Cities and the County, and will make that determination at some point in the future.

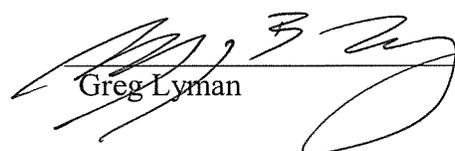
NOW, THEREFORE, the Board of Directors of the West Contra Costa Integrated Waste Management Authority resolves as follows:

1. The Executive Director is authorized to distribute monies from the Authority's OOA Fund to the Authority's Member Cities and the County in an amount to be determined by the Board of Directors at a meeting on such date that the Board of Directors, in its sole discretion, determines appropriate.
2. The Authority's Legal Counsel is authorized to distribute the Indemnification Agreement in the form on file with the Authority's Secretary. The Indemnification Agreement shall obligate the Member City or County to indemnify, defend with counsel acceptable to the Authority, and hold harmless the Authority, other Member Cities and the County from any and all claims or liabilities arising out of the Authority's disbursement of monies from the OOA Fund, in such form and with such changes that are not materially detrimental to the Authority, as reviewed and approved by the Authority's Legal Counsel. The Executive Director shall not distribute any moneys from the OOA Fund unless and until the legislative body of a Member City approves the Indemnification Agreement, authorizes its execution, and submits an executed copy to the Executive Director. If a Member City does not execute the Indemnification Agreement, it will not be eligible to receive any disbursed monies from the Authority's OOA Fund. The County Board of Supervisors must similarly approve and authorize execution of the indemnification agreement as a condition of receiving any disbursed monies.
3. Once the Board of Directors has determined the amount of monies from the OOA Fund to distribute to each Member City and the County, the Executive Director is authorized to distribute the monies to any Member City that has submitted an executed copy of the Indemnification Agreement, or the County if it has submitted an executed copy of the Indemnification Agreement.

ATTEST:

  
\_\_\_\_\_  
Melinda Wong, Authority Secretary

CHAIR OF THE BOARD

  
\_\_\_\_\_  
Greg Lyman

11/12/2015  
\_\_\_\_\_  
Date

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I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting on October 29, 2015, by the following vote:

AYES: Directors: Romero, Lyman, Beckles, Myrick, Martinez

NOES: Directors: Murray, Valdez

ABSTAIN: Directors: none

ABSENT: Directors: none

  
\_\_\_\_\_  
Melinda Wong, Authority Secretary

**RESOLUTION NO. 15 – 04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST**

**CONTRA COSTA INTEGRATED WASTE MANAGEMENT**

**AUTHORITY AUTHORIZING THE DISBURSEMENT OF THE RRRR**

**FUND TO MEMBER CITIES AND CONTRA COSTA COUNTY**

WHEREAS, the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (the “Authority”) is a joint powers authority (“JPA”) organized under the provisions of Government Code section 6500 *et seq.* (the “Joint Exercise of Powers Act”); and

WHEREAS, the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (“Member Cities”) are parties to the JPA agreement that created the Authority; and

WHEREAS, the JPA agreement authorized the construction and operation of an integrated resource recovery facility (“IRRF”), pledged waste stream to control of Authority and placed certain municipal solid waste activities, including AB 939 compliance, with the Authority; and

WHEREAS, Contra Costa County (the “County”) is an ex-officio member of the Authority, pledged the same waste stream control to the Authority as the Member Cities did, and allowed the IRRF to be regulated by the Authority even though it is located within the unincorporated jurisdiction of the County; and

WHEREAS, the Authority entered into an agreement with Republic Services to operate the IRRF (“Service Agreement”), and this agreement provided for a sharing of revenues generated by the IRRF between the Authority and Republic Services; and

WHEREAS, under the terms of the JPA agreement, Republic Services was the franchised collector of recyclables for the Member Cities, with the exception of El Cerrito and the County; and

WHEREAS, recyclables collected from Member Cities and the County by Republic Services were processed at the IRRF and then sold on the open market, generating revenue, of which the Authority received a portion; and

WHEREAS, these revenues were deposited in the Authority’s Recycling Revenues and Rate Reserve Fund (“RRRR Fund”); and

WHEREAS, under the terms of the Service Agreement, the Authority was charged with developing and implementing the flow of revenues to Republic Services, but the Authority did not set any fees to be imposed directly on the Member Cities’ or the County’s solid waste customers; and

WHEREAS, the Authority calculated the revenues required to meet the terms of the Service Agreement and allocated those costs, along with the Authority's administrative costs, on a per ton charge on all tons of solid waste collected by Republic Services pursuant to the Member City and County franchises, with these per charges paid by the collectors for the services and facilities included in the Service Agreement; and

WHEREAS, these per ton charges imposed on the waste stream were contractual in nature and were not imposed directly on solid waste ratepayers by the Authority; and

WHEREAS, the RRRR Fund was generated from the sale of recyclable materials pursuant to commercial contracts, and were not in any way derived from fees; and

WHEREAS, the RRRR Fund was not derived from either a tax, a property-related fee or an assessment under Proposition 218; and

WHEREAS, the Authority is an independent legal entity, distinct from the Member Cities and the County, and any fees, charges or rates imposed by the Member Cities or the County are not imposed by the Authority; and

WHEREAS, the Authority currently has Two Million Nine Hundred Fifty Thousand Thirty-six Dollars (\$2,950,036.00) in the RRRR Fund; and

WHEREAS, Government Code section 6512.1 of the Joint Exercise of Powers Act expressly permits a JPA to distribute revenues it has received from the operation of a revenue-producing facility; and

WHEREAS, Government Code section 6512.1 states that:

[i]f the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement; and

WHEREAS, distribution of revenues under Government Code section 6512.1 must be in accordance with the manner specified in the agency's JPA agreement or, in the absence of express provisions regarding distribution in the JPA agreement, in a manner determined by the JPA's board of directors; and

WHEREAS, the JPA agreement creating the Authority does not contain any provisions which directly regulate the distribution of revenue prior to termination of the Authority, and therefore the Board of Directors has the authority and discretion to determine if, and in what manner, the RRRR Fund should be distributed; and

WHEREAS, the Board of Directors has determined that there is no immediate need for the monies in the RRRR Fund and has decided that a distribution of at least some of the monies in the RRRR Fund should occur; and

WHEREAS, the Board of Directors desires to distribute the monies in the RRRR Fund to the Member Cities and the County, but only on the condition that the Member Cities and the County use the distributed monies for uses that further the purpose of the Authority; and

WHEREAS, the Authority was created for a limited and specific purpose relating to solid waste, recycling, waste reduction and compliance with AB 939; and

WHEREAS, Member Cities and the County may further the purposes of the Authority by using the disbursed monies on any use which relates to solid waste or recycling services, or waste reduction; and

WHEREAS, a Member City or the County will be eligible to receive a share of the RRRR Fund only if its legislative body authorizes the receipt of the monies and authorizes its authorized representative to execute an agreement indemnifying the Authority, the other Member Cities and the County with regard to any claim or action arising out of the Authority's disbursement of monies; and

WHEREAS, the Board of Directors has not yet determined how much of the RRRR Fund to distribute, or how to divide the RRRR Fund between the Member Cities and the County, and will make that determination at some point in the future.

NOW, THEREFORE, the Board of Directors of the West Contra Costa Integrated Waste Management Authority resolves as follows:

1. The Executive Director is authorized to distribute monies from the Authority's RRRR Fund to the Authority's Member Cities and the County in an amount to be determined by the Board of Directors at a meeting on such date that the Board of Directors, in its sole discretion, determines appropriate.
2. The Authority's Legal Counsel is authorized to distribute the Indemnification Agreement in the form on file with the Authority's Secretary. The agreement shall obligate the Member City or the County to indemnify, defend with counsel acceptable to the Authority, and hold harmless the Authority, other Member Cities and the County from any and all claims or liabilities arising out of the Authority's disbursement of monies from the RRRR Fund, in such form and with

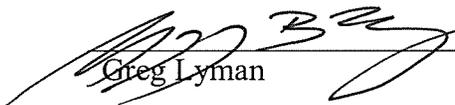
such changes that are not materially detrimental to the Authority, as reviewed and approved by the Authority's Legal Counsel. The city council of each Member City receiving disbursement of RRRR Fund shall approve the agreement and authorize its execution prior to receipt of any monies from the RRRR Fund. If a Member City does not execute the indemnification agreement, it will not be eligible to receive any disbursed monies from the Authority. The County Board of Supervisors must similarly approve and authorize execution of the indemnification agreement as a condition of receiving any disbursed monies

3. Once the Board of Directors has determined the amount of monies from the RRRR Fund to distribute to each Member City and the County, the Executive Director is authorized to distribute the monies to any Member City that has submitted an executed copy of the indemnification agreement, or the County if it has submitted an executed copy of the indemnification agreement.

ATTEST:

CHAIR OF THE BOARD

  
\_\_\_\_\_  
Melinda Wong, Authority Secretary

 10/30/2015  
\_\_\_\_\_  
Greg Lyman Date

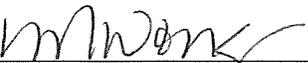
I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting on October 29, 2015 by the following vote:

AYES: Directors: Romero, Lyman, Beckles, Myrick, Martinez

NOES: Directors: Valdez, Murray

ABSTAIN: Directors: none

ABSENT: Directors: none

  
\_\_\_\_\_  
Melinda Wong, Authority Secretary  
2542206.1

**RESOLUTION NO. 15 – 05**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST**

**CONTRA COSTA INTEGRATED WASTE MANAGEMENT**

**AUTHORITY AUTHORIZING THE DISBURSEMENT OF THE PERAM**

**FUND TO MEMBER CITIES AND CONTRA COSTA COUNTY**

WHEREAS, the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (the “Authority”) is a joint powers authority (“JPA”) organized under the provisions of Government Code section 6500 *et seq.* (the “Joint Exercise of Powers Act”); and

WHEREAS, the cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (“Member Cities”) are parties to the JPA agreement that created the Authority; and

WHEREAS, the JPA agreement authorized the construction and operation of an integrated resource recovery facility (“IRRF”), pledged waste stream to control of Authority and placed certain municipal solid waste activities, including AB 939 compliance, with the Authority; and

WHEREAS, Contra Costa County (the “County”) is an ex-officio member of the Authority, pledged the same waste stream control to the Authority as the Member Cities did, and allowed the IRRF to be regulated by the Authority even though it is located within the unincorporated jurisdiction of the County; and

WHEREAS, the Authority entered into an agreement with Republic Services to operate the IRRF (“Service Agreement”), and the original version of that agreement expired in 2013; and

WHEREAS, under the terms of the Service Agreement, Republic Services owed the Authority a reconciliation and account balancing payment upon the expiration of the Service Agreement; and

WHEREAS, this payment was deposited into the Authority’s Service Agreement closeout revenues fund (“PERAM Fund”); and

WHEREAS, under the terms of the Service Agreement, the Authority was charged with developing and implementing the flow of revenues to Republic Services, but the Authority did not set any fees to be imposed directly on the Member Cities’ or the County’s solid waste customers; and

WHEREAS, the Authority calculated the revenues required to meet the terms of the Service Agreement and allocated those costs, along with the Authority’s administrative costs, on a per ton charge on all tons of solid waste collected by Republic Services pursuant to the

Member City and County franchises, with these per charges paid by the collectors for the services and facilities included in the Service Agreement; and

WHEREAS, these per ton charges imposed on the waste stream were contractual in nature and were not imposed directly on solid waste ratepayers by the Authority; and

WHEREAS, the PERAM Fund was generated from Republic Services' contractual obligation pursuant to the Service Agreement and were not in any way derived from fees; and

WHEREAS, the PERAM Fund was not derived from either a tax, a property-related fee or an assessment under Proposition 218; and

WHEREAS, the Authority is an independent legal entity, distinct from the Member Cities and the County, and any fees, charges or rates imposed by the Member Cities or the County are not imposed by the Authority; and

WHEREAS, the Authority currently has Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000.00) in the PERAM Fund; and

WHEREAS, Government Code section 6512.1 of the Joint Exercise of Powers Act expressly permits a JPA to distribute revenues it has received from the operation of a revenue-producing facility; and

WHEREAS, Government Code section 6512.1 states that:

[i]f the purpose set forth in the agreement is the acquisition, construction or operation of a revenue-producing facility, the agreement may provide (a) for the repayment or return to the parties of all or any part of any contributions, payments or advances made by the parties pursuant to Section 6504 and (b) for payment to the parties of any sum or sums derived from the revenues of said facilities. Payments, repayments or returns pursuant to this section shall be made at the time and in the manner specified in the agreement and may be made at any time on or prior to the rescission or termination of the agreement or the completion of the purpose of the agreement; and

WHEREAS, distribution of revenues under Government Code section 6512.1 must be in accordance with the manner specified in the agency's JPA agreement or, in the absence of express provisions regarding distribution in the JPA agreement, in a manner determined by the JPA's board of directors; and

WHEREAS, the JPA agreement creating the Authority does not contain any provisions which directly regulate the distribution of revenue prior to termination of the Authority, and

therefore the Board of Directors has the authority and discretion to determine if, and in what manner, the PERAM Fund should be distributed; and

WHEREAS, the Board of Directors desires to distribute the monies in the PERAM Fund to the Member Cities and the County, but only on the condition that the Member Cities and the County use the distributed monies for uses that further the purpose of the Authority; and

WHEREAS, the Authority was created for a limited and specific purpose relating to solid waste, recycling, waste reduction and compliance with AB 939; and

WHEREAS, Member Cities and the County may further the purposes of the Authority by using the disbursed monies on any use which relates to solid waste or recycling services, or waste reduction; and

WHEREAS, a Member City or the County will be eligible to receive a share of the PERAM Fund only if its legislative body authorizes the receipt of the monies and authorizes its representative to execute an agreement indemnifying the Authority, the other Member Cities and the County with regard to any claim or action arising out of the Authority's disbursement of monies; and

WHEREAS, the Board of Directors has not yet determined how much of the PERAM Fund to distribute, or how to divide the PERAM Fund between the Member Cities and the County, and will make that determination at some point in the future.

NOW, THEREFORE, the Board of Directors of the West Contra Costa Integrated Waste Management Authority resolves as follows:

1. The Executive Director is authorized to distribute monies from the Authority's PERAM Fund to the Authority's Member Cities and the County in an amount to be determined by the Board of Directors at a meeting on such date that the Board of Directors, in its sole discretion, determines appropriate.
2. The Authority's Legal Counsel is authorized to distribute the Indemnification Agreement in the form on file with the Authority's Secretary. The agreement shall obligate the Member City or the County to indemnify, defend with counsel acceptable to the Authority, and hold harmless the Authority, other Member Cities and the County from any and all claims or liabilities arising out of the Authority's disbursement of monies from the PERAM Fund, in such form and with such changes that are not materially detrimental to the Authority, as reviewed and approved by the Authority's Legal Counsel. The city council of each Member City receiving the disbursed PERAM Fund shall approve the agreement and authorize its execution prior to receipt of any monies from the PERAM Fund. If a Member City does not execute the indemnification agreement, it will not be eligible to receive any disbursed monies from the Authority. The

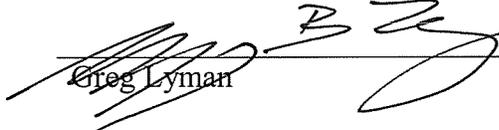
County Board of Supervisors must similarly approve and authorize execution of the indemnification agreement as a condition of receiving any disbursed monies.

3. Once the Board of Directors has determined the amount of monies from the PERAM Fund to distribute to each Member City and the County, the Executive Director is authorized to distribute the monies to any Member City that has submitted an executed copy of the indemnification agreement, or the County if it has submitted an executed copy of the indemnification agreement.

ATTEST:

CHAIR OF THE BOARD

  
\_\_\_\_\_  
Melinda Wong, Authority Secretary

  
\_\_\_\_\_  
Greg Lyman

10/30/2015  
\_\_\_\_\_  
Date

I hereby certify that the foregoing Resolution was adopted by the Board of Directors of the West Contra Costa Integrated Waste Management Authority at its meeting on October 29, 2015 by the following vote:

AYES: Directors: Romero, Lyman, Beckles, Myrick, Martinez

NOES: Directors: Murray, Valdez

ABSTAIN: Directors: none

ABSENT: Directors: none

  
\_\_\_\_\_  
Melinda Wong, Authority Secretary

## INDEMNIFICATION AGREEMENT

This Indemnification Agreement (“Agreement”) is dated as of \_\_\_\_\_, 2018, and is between the WEST CONTRA COSTA INTEGRATED WASTE MANAGEMENT AUTHORITY (“Authority”), a California joint powers authority, and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“County”).

### RECITALS

- A. The Authority is a joint exercise of powers authority. The cities of El Cerrito, Hercules, Pinole, Richmond and San Pablo (the “Member Cities”) are members of the Authority and the County is an ex-officio member of the Authority.
- B. The Authority was created for limited and specific purposes related to solid waste, recycling services, and waste reduction. Under the JPA agreement that governs the Authority, the Authority was empowered to construct and operate an integrated resource recovery facility (“IRRF”).
- C. From 1994 to 2013, the Authority was party to an agreement with Republic Services, under which Republic Services operated the IRRF. The agreement provided for a sharing of revenues generated by the IRRF between the Authority and Republic Services.
- D. As a result of the operation of the IRRF by Republic Services, the Authority has accumulated reserves totaling \$6.65 million (the “Reserves”) in three separate funds, each of which has a separate specific source. The three funds are the out-of-area fund (“OOR Fund”), the Recycling Revenue and Rate Reserve Fund (“RRRR Fund”) and the Authority’s Service Agreement closeout revenues (“PERAM fund”).
- E. Government Code section 6512.1 authorizes the Authority to distribute revenues generated from the IRRF to its member entities at the discretion of the Authority’s Board of Directors.
- F. On October 29, 2015, the Authority’s Board of Directors adopted resolutions that authorize the disbursement of a portion of the Reserves to the Authority’s members, including the County, on the condition that (i) the recipients use the funds in ways that further the purposes of the Authority (i.e., any use that relates to solid waste, recycling, waste reduction or compliance with AB939), and (ii) each recipient indemnify the Authority and the Authority’s members, including the County, from any and all claims arising out of the Authority’s disbursement of the monies.
- G. The County’s share of the total approved disbursement is \$659,481 (the “County Disbursement Amount”).

NOW, THEREFORE, in consideration of the above recitals, and in anticipation of a disbursement of funds by the Authority to the County, the parties agree as follows:

## AGREEMENT

### 1. Indemnification.

To the fullest extent permitted by law, the County shall indemnify, defend with counsel acceptable to the Authority, and hold harmless the Authority, the Member Cities and their officers, officials, employees, agents and volunteers (together, the “Indemnitees”) from the County’s share of any and all demands, claims, costs, suits, damages, liabilities and expenses, including legal costs and attorneys’ fees (collectively, “Liability”) arising out of or relating to, a the County’s use of reserve funds disbursed by the Authority, except to the extent Liability is caused by the negligence or willful misconduct of the Authority and provided the aggregate cost to the County of the Liability does not exceed the County Disbursement Amount.

County shall immediately notify the Authority of any claim of loss against the County arising out of the disbursement of reserve funds by the Authority.

### 2. Interpretation of this Agreement.

This Agreement represents the entire understanding of the parties as to the subject matter of this Agreement. No prior oral or written understanding is of any force or effect with respect to the matters covered by this Agreement. This Agreement may not be interpreted for or against any party by reason of the fact that such party may have drafted this Agreement or any of its provisions.

### 3. Amendment.

This Agreement may not be modified or amended, except by a writing that is signed by both parties.

### 4. Waiver.

No waiver of any of the provisions of this Agreement is binding unless it is in the form of a writing signed by the Authority, and no such waiver will operate as a waiver of any other provisions of this Agreement (whether or not similar), nor will such waiver constitute a continuing waiver. Except as specifically provided in this Agreement, no failure to exercise, or delay in exercising, any right or remedy under this Agreement constitutes a waiver thereof.

### 5. Severability.

If any provision of this Agreement, or portion thereof, is held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions will remain enforceable to the fullest extent permitted by law.

### 6. Governing Law and Venue.

This Agreement is governed the laws of the State of California. If either party brings an

action against the other party under this Agreement, the exclusive venue of any trial is the County of Contra Costa, State of California.

7. Notices.

All notices, demands and other communications required or permitted under this Agreement are to be made in writing and will be deemed to have been duly given if delivered by hand or sent by certified or registered mail or overnight courier and addressed as follows:

To the Authority: West Contra Costa Integrated Waste Management Authority  
Attention: Executive Director  
One Alvarado Square  
San Pablo, CA 94806

To the County: Contra Costa County  
Department of Conservation and Development  
Attention: Director of Conservation and Development  
30 Muir Road  
Martinez, CA 94553

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

WEST CONTRA COSTA INTEGRATED  
MANAGEMENT AUTHORITY

COUNTY OF CONTRA COSTA

By: \_\_\_\_\_  
George Stan Hakes, Executive Director

By: \_\_\_\_\_  
John Kopchik, Director  
Department of Conservation and Development

APPROVED AS TO FORM:

APPROVED AS TO FORM:

SHARON L. ANDERSON  
COUNTY COUNSEL

By: \_\_\_\_\_  
Kenton L. Alm, Authority Counsel

By: \_\_\_\_\_  
Kathleen M. Andrus, Deputy County Counsel



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Joseph E. Canciamilla, Clerk-Recorder  
Date: October 23, 2018

Subject: Add three Clerk-Recorder Services Technician positions and cancel three Clerk-Recorder Services Specialist vacant positions

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22350 to add three (3) Clerk-Recorder Services Technician (EAVA) (represented) positions at salary plan and grade 3R5 1135 (\$3,778 - \$4,592) and cancel three (3) vacant Clerk-Recorder Services Specialist (EATA) (represented) positions numbers 17303, 17304, and 17467 at salary plan and grade 3R5 1269 (\$4,314 - \$5,244) in the Clerk-Recorder Department.

**FISCAL IMPACT:**

Annual cost savings of \$10,292.

**BACKGROUND:**

The County Clerk-Recorder division is requesting to add and cancel three positions to aid in recruiting and training. The Division is finding it difficult to attract at the Specialist level and believes it will be more efficient to recruit and hire at the Technician level.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the department will have inefficient organization of classifications.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Debi Cooper (925)  
335-7897

cc: Debi Cooper

AGENDA ATTACHMENTS

P300 No 22350 Add 3 CR Service Techs Cxl 3 CR Services  
Specialists

MINUTES ATTACHMENTS

Signed P300 22350

POSITION ADJUSTMENT REQUEST

NO. 22350
DATE 9/27/18

Department Clerk-Recorder Department No./ Budget Unit No. 355 Org. No. 355 COPERS Agency No. 24

Action Requested Add three Clerk-Recorder Services Technician EAVA positions (represented), cancel three vacant Clerk-Recorder Services Specialist EATA positions #17303, 17304, 17467 (represented).

Proposed Effective Date: October 19, 2018

Classification Questionnaire attached: Yes [ ] No [X]

Cost is within Department's budget: Yes [X] No [ ]

Total One-Time Costs (non-salary) associated with request: \$ 0

Estimated total cost adjustment (Salary/benefits/one time): \$ 0

Total annual cost \$ (10,292) Net County Cost \$ (10,292)

Total this FY \$ (6,862) N.C.C. this FY \$ (6,862)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost savings, no change in FTE's

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

J.C. 9/27/18
(for) Department Head Date

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR or JE 9/27/18
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION DATE: 10/9/2018

Add three Clerk-Recorder Services Technician EAVA positions and cancel three vacant Clerk-Recorder Services Specialist EATA positions #17303, 17304, 17467.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule as described above.

Effective: [X] Day following Board Action.

[ ] (Date) Tanya Williams
(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION DATE: 10/17/18

[X] Approve Recommendation of Director of Human Resources

[ ] Disapprove Recommendation of Director of Human Resources

[ ] Other: /s/ Julie DiMaggio Enea
(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment 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:

POSITION ADJUSTMENT REQUEST

NO. 22350  
DATE 9/27/18

C.13

Department Clerk-Recorder Department No./ Budget Unit No. 355 Org. No. 355 COPERS Agency No. 24

Action Requested Add three Clerk-Recorder Services Technician EAVA positions (represented), cancel three vacant Clerk-Recorder Services Specialist EATA positions #17303, 17304, 17467 (represented).

Proposed Effective Date: October 19, 2018

Classification Questionnaire attached: Yes  No

Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \$ 0

Estimated total cost adjustment (Salary/benefits/one time): \$ 0

Total annual cost \$ (10,292) Net County Cost \$ (10,292)

Total this FY \$ (6,862) N.C.C. this FY \$ (6,862)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT

Cost savings, no change in FTE's

Department must initiate necessary adjustment and submit to CAO.

Use additional sheet for further explanations or comments.

J.C.

9/27/18

(for) Department Head

Date

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

BR or JE

9/27/18

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATION

DATE: 10/9/2018

Add three Clerk-Recorder Services Technician EAVA positions and cancel three vacant Clerk-Recorder Services Specialist EATA positions #17303, 17304, 17467.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic/Exempt salary schedule as described above.

Effective:  Day following Board Action.

\_\_\_\_\_ (Date)

Tanya Williams

(for) Director of Human Resources

COUNTY ADMINISTRATOR RECOMMENDATION

DATE: 10/17/18

Approve Recommendation of Director of Human Resources

Disapprove Recommendation of Director of Human Resources

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

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment APPROVED  ~~DISAPPROVED~~

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

Date: October 23 2018

By: [Signature]

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: Robert Campbell, Auditor-Controller  
Date: October 23, 2018

Subject: Add one Supervising Accountant in the Office of the Auditor Controller

---

**RECOMMENDATION(S):**

ADOPT Position Adjustment Resolution No. 22362 to add one (1) Supervising Accountant (SAHJ) (represented) position at salary plan and grade ZBA 1703 (\$6,630 - \$8,059) in the Office of the Auditor Controller - Property Tax Division.

**FISCAL IMPACT:**

Upon approval, this action would result in a total annual cost of \$133,000 including pension costs of \$22,170. The cost for this action will be funded with Property Tax Administration Charges.

**BACKGROUND:**

The Office of the Auditor - Controller's Property Tax division is responsible for building the Countywide tax roll and allocating and accounting for property tax apportionments and assessments for all jurisdictions in the County. As part of reorganization due to recent retirements and staff changes, the Department is requesting to add one permanent full time Supervising Accountant that will provide supervision to Accountants and Accounting Technicians for the Property Tax Division.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this action is not approved, the Auditor-Controller will not be able to meet staffing needs.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Haj Nahal (925)  
335-8600

cc: Haj Nahal

AGENDA

ATTACHMENTS

AIR 35376 P300 #22362

MINUTES

ATTACHMENTS

Signed P300 22362

**POSITION ADJUSTMENT REQUEST**

NO. 22362  
DATE 10/9/18

Department Auditor-Controller Department No./  
Budget Unit No. 0010 Org No. 1004 Agency No. A10  
Action Requested: Add one permanent full-time Supervising Accountant (SAHJ) position at salary level ZA5 (\$6,630.39 - \$8,059.28) int the Office of the Auditor Controller Property Tax Division

Proposed Effective Date: 10/1/2018

Classification Questionnaire attached: Yes  No  / Cost is within Department's budget: Yes  No

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \_\_\_\_\_ Net County Cost \_\_\_\_\_  
Total this FY \_\_\_\_\_ N.C.C. this FY \_\_\_\_\_

SOURCE OF FUNDING TO OFFSET ADJUSTMENT General Fund - Property Tax Administration Fee

Department must initiate necessary adjustment and submit to CAO.  
Use additional sheet for further explanations or comments.

B.Campbell

\_\_\_\_\_  
(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

10/9/2018

\_\_\_\_\_  
Deputy County Administrator

\_\_\_\_\_  
Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/11/2018

Add one permanent full-time Supervising Accountant (SAHJ) position at salary level ZA5 (\$6,630.39 - \$8,059.28) int the Office of the Auditor Controller - Property Tax Division.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective:  Day following Board Action.

\_\_\_\_\_(Date)

Lauren Ludwig

10/11/2018

\_\_\_\_\_  
(for) Director of Human Resources

\_\_\_\_\_  
Date

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 is APPROVED  DISAPPROVED

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

DATE \_\_\_\_\_

BY \_\_\_\_\_

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

## REQUEST FOR PROJECT POSITIONS

Department \_\_\_\_\_

Date 10/11/2018

No. xxxxxx

1. Project Positions Requested:
  
2. Explain Specific Duties of Position(s)
  
3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
  
4. Duration of the Project: Start Date \_\_\_\_\_ End Date \_\_\_\_\_  
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
  
5. Project Annual Cost
  - a. Salary & Benefits Costs: \_\_\_\_\_
  - b. Support Costs: \_\_\_\_\_  
(services, supplies, equipment, etc.)
  - c. Less revenue or expenditure: \_\_\_\_\_
  - d. Net cost to General or other fund: \_\_\_\_\_
  
6. Briefly explain the consequences of not filling the project position(s) in terms of:
  - a. potential future costs
  - b. legal implications
  - c. financial implications
  - d. political implications
  - e. organizational implications
  
7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.
  
8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted
  
9. How will the project position(s) be filled?
  - a. Competitive examination(s)
  - b. Existing employment list(s) Which one(s)? \_\_\_\_\_
  - c. Direct appointment of:
    1. Merit System employee who will be placed on leave from current job
    2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

NO. 22362 C.14
DATE 10/9/18

Department Auditor-Controller Department No./ Budget Unit No. 0010 Org No. 1004 Agency No. A10
Action Requested: Add one permanent full-time Supervising Accountant (SAHJ) position at salary level ZA5 (\$6,630.39 - \$8,059.28) int the Office of the Auditor Controller Property Tax Division

Proposed Effective Date: 10/1/2018

Classification Questionnaire attached: Yes [ ] No [x] / Cost is within Department's budget: Yes [ ] No [x]

Total One-Time Costs (non-salary) associated with request: \_\_\_\_\_

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \_\_\_\_\_ Net County Cost \_\_\_\_\_

Total this FY \_\_\_\_\_ N.C.C. this FY \_\_\_\_\_

SOURCE OF FUNDING TO OFFSET ADJUSTMENT General Fund - Property Tax Administration Fee

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

B.Campbell

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

10/9/2018

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/11/2018

Add one permanent full-time Supervising Accountant (SAHJ) position at salary level ZA5 (\$6,630.39 - \$8,059.28) int the Office of the Auditor Controller - Property Tax Division.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [x] Day following Board Action.

[ ] \_\_\_\_\_(Date)

Lauren Ludwig

10/11/2018

(for) Director of Human Resources

Date

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 is APPROVED [x] DISAPPROVED [ ]

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

DATE October 23 2018

BY [Signature]

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: Matt Slattengren  
Date: October 23, 2018

Subject: Agreement 18-0299-030 Pest Exclusion - Light Brown Apple Moth Regulatory

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture (CDFA) in an amount not to exceed \$57,813 to provide Light Brown Apple Moth quarantine response and regulatory enforcement activities for the period July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

Agreement #18-0299-030-SF provides reimbursement for department expenses not to exceed \$57,813 incurred during the period July 1, 2018 through June 30, 2019. There is no county match or funds, nor are grant monies involved. The department has anticipated and budgeted this revenue in the 18/19 budget.

**BACKGROUND:**

The Light Brown Apple Moth (LBAM) was first detected in Contra Costa County in March 2007 and subsequently the County has become generally infested. The CDFA imposed emergency adoption of Section 3434, Light Brown Apple Moth Interior Quarantine, for the entirety of Contra Costa County. The United States Department of Food and Agriculture (USDA) issued a Federal Domestic Quarantine order

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: 608-6600

cc:

BACKGROUND: (CONT'D)

(DA-2007-42), regulating the interstate movement of host material from the infested areas of California and Hawaii. This regulation requires all nurseries, green waste facilities, community gardens, harvest host plants and commodities within the infested areas be issued quarantine compliance agreements and be inspected every 30 days.

CONSEQUENCE OF NEGATIVE ACTION:

A negative response will result in the Department's failure to meet State mandates and reduce budgeted revenue. This would also negatively impact the County's nursery industry and some growers as they would not be able to meet the requirements to ship host material to non-infested areas outside the County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: 2018-19 Quality Matters Grant Amendment

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an amendment to an agreement with Contra Costa County Office of Education, to decrease the payment limit by \$4,000 to a new amount of \$193,000, for Quality Matters and early childhood education programs, with no change to term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This agreement is 100% funded by Contra Costa County Office of Education. There is no County match. The county agreement number is 39-200-4.

**BACKGROUND:**

The Employment and Human Services Department's (EHSD) Community Services Bureau (CSB) submitted a grant application to Contra Costa County Office of Education to receive funding to implement a Quality Matters program through stipends for the following childcare centers: Balboa, Bayo Vista, Crescent Park, George Miller-Concord, George Miller III - Richmond, Las Deltas, Lavonia Allen, Los Arboles, Los Nogales, and Riverview. Stipends will also be granted to childcare partners: Little Angels Country School, and First Baptist Head Start - Fairgrounds. Stipends will be used to fund professional growth training for staff implementing the program.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Nasim Eghlima, Ressie Dayco, Amy Wells

BACKGROUND: (CONT'D)

The stipends are awarded to childcare centers to improve the quality services through enhanced professional development for staff and improved site materials. The stipends will be given out on a per classroom basis. Allocation will be based on site designation, size of center population, and professional learning needs as determined through assessment. The site supervisors, under the direction of Community Services Bureau Assistant Directors, will determine what specific site materials, such as play equipment or educational toys, will be purchased.

The Board approved the agreement on September 11, 2018 (c.52) in the amount of \$197,000. The agreement subsequently had to be reduced by \$4,000 due to the closure of one of the childcare sites that was part of the original agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, EHSD will not receive funding to implement Quality Rating System components.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the EHSD's Early Head Start program supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School," Outcome 3: "Families that are Economically Self-sufficient," and, Outcome 4: "Families that are Safe, Stable, and Nurturing." These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: California Department of Aging, Older Americans Act Funding, Amendment I

---

**RECOMMENDATION(S):**

ACCEPT Resolution No. 2018/532 to approve and authorized the Employment and Human Services Director, or designee, to execute a contract amendment with the California Department of Aging, to increase the payment limit by \$982,964 to a new payment limit of \$5,273,481 with no change in the term July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

County to receive a total contract amount not to exceed \$5,273,481, which includes the Agreement AP-1819-07 Amendment 1 amount of \$982,964. These funds are 91% Federal and 9% State. This Amendment 1 obligates an additional \$29,039 required County match, for a total County match requirement of \$203,946.

**BACKGROUND:**

The Employment and Human Services Department, Area Agency on Aging, provides services to low income older County residents as defined by Title III and Title VII of the Older Americans Act. Services include, but are not limited to supportive services, ombudsman services, congregate meal sites, nutrition services, home delivered meals, disease prevention, family caregiver services, and elder abuse prevention services. Additional funding will enhance service delivery.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without additional funding, current service levels could not be enhanced.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Elaine Burres,  
608-4960

cc:



AGENDA ATTACHMENTS

Resolution No. 2018/532

MINUTES ATTACHMENTS

Signed Resolution No.

2018/532

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

Adopted this Resolution on 10/23/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>	
<b>ABSENT:</b>	<input type="text"/>	
<b>ABSTAIN:</b>	<input type="text"/>	
<b>RECUSE:</b>	<input type="text"/>	



**Resolution No. 2018/532**

IN THE MATTER OF: California Department of Aging, Older Americans Act, Title III and Title VII Funding, Agreement AP-1819-07 Amendment I

WHEREAS, the Employment and Human Services Department, Area Agency on Aging, provides services to and receives funding for services to low income, older County residents, and

WHEREAS, services include supportive services, ombudsman services, congregate meal sites, nutrition services, home delivered meals, disease prevention, family caregiver services, and elder abuse prevention, and

WHEREAS, the California Department of Aging has made additional funding available to County for these services.

NOW, THEREFORE, BE IT RESOLVED: That the Contra Costa County Board of Supervisors approves and authorizes the Employment and Human services Director, or designee, to execute a contract amendment with the California Department of Aging to increase the payment limit by \$982,264 for a total payment limit of \$5,273,481 for Older Americans Act services to low income County residents with no change in the term July 1, 2018 through June 30, 2019.

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

**ATTESTED: October 23, 2018**

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

**Contact: Elaine Burres, 608-4960**

By: Laura Cassell, Deputy

**cc:**

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

Adopted this Resolution on 10/23/2018 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2018/532**

IN THE MATTER OF: California Department of Aging, Older Americans Act, Title III and Title VII Funding, Agreement AP-1819-07 Amendment I

WHEREAS, the Employment and Human Services Department, Area Agency on Aging, provides services to and receives funding for services to low income, older County residents, and

WHEREAS, services include supportive services, ombudsman services, congregate meal sites, nutrition services, home delivered meals, disease prevention, family caregiver services, and elder abuse prevention, and

WHEREAS, the California Department of Aging has made additional funding available to County for these services.

NOW, THEREFORE, BE IT RESOLVED: That the Contra Costa County Board of Supervisors approves and authorizes the Employment and Human services Director, or designee, to execute a contract amendment with the California Department of Aging to increase the payment limit by \$982,264 for a total payment limit of \$5,273,481 for Older Americans Act services to low income County residents with no change in the term July 1, 2018 through June 30, 2019.

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

**ATTESTED: October 23, 2018**

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

*Laura Cassell*  
By: Laura Cassell, Deputy

Contact: Elaine Burres, 608-4960

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Standard Agreement (Amendment) #29-772-35 with the State of California, Department of

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement (Amendment) #29-773-35 (State #04-36067, A-22) with the State of California, Department of Health Care Services (DHCS), to amend Agreement #29-772-13 (as amended by subsequent amendments #29-772-14 through #29-772-34) to modify the capitation rates with no change in the original amount payable to the County not to exceed \$317,472,000 and no change in the term of December 31, 2016 through December 31, 2020.

**FISCAL IMPACT:**

No change in the original amount payable to County not to exceed \$317,472,000 for the Medi-Cal Managed Care Local Initiative Project. No County match required.

**BACKGROUND:**

On April 26, 2005, the Board of Supervisors approved Standard Agreement #29-772-13 (as amended by subsequent Amendments #29-772-14 through #29-772-34) with the State of California, DHCS, for the Medi-Cal Local Initiative Health Plan, for the period from April 1, 2005 through December 31, 2016.

Approval of this Standard Agreement (Amendment) #29-772-35 will adjust the capitation rates and allow County to continue providing services through December 31, 2020.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the County will not be able to continue the Medi-Cal Managed Care Local Initiative Project.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: State of California Emergency Solutions Grant Program Funds

---

**RECOMMENDATION(S):**

APPROVE clarification on Board Action of August 7, 2018 (Item C.46), which adopted Resolution No. 2018/441 approving Contra Costa County to receive and use State of California Emergency Solutions Grant (ESG) funds in an amount not to exceed \$581,054 for eligible activities to assist individuals and families with services to regain permanent housing as approved by the State in accordance with all State ESG Program requirements and other applicable rules and laws, as recommended by the Conservation and Development Department, and ADOPT Resolution No. 2018/541 to correct, supersede and replace Resolution No. 2018/441.

**FISCAL IMPACT:**

No General Fund impact. All funds are provided to the County on a formula basis through the State of California. The State ESG funds are allocated to the State by the U.S. Department of Housing and Urban Development, and then distributed to eligible local Administrative Entities. Contra Costa County is an eligible Administrative Entity. The preliminary estimated State ESG formula allocation is \$290,527; however, additional funds may become available from disencumbered expired ESG contracts. Application instructions from the State recommend listing an approved dollar amount that is at least double the formula allocation, or \$581,054, in order to receive additional

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Kristen Lackey, (925)  
674-7793

cc:

### FISCAL IMPACT: (CONT'D)

funds if they become available. The attached table of recommended State ESG allocations includes only the preliminary estimated amount. A portion of the funds are reserved for program administration in the County's Department of Conservation and Development.

### BACKGROUND:

This action was approved by the Board at its August 7, 2018 meeting, but there was an error in the structure of the opening sentence of the resolution. This action corrects the error.

The State of California Department of Housing and Community Development allocates State Emergency Solutions Grant (ESG) funds to Continuum of Care (CoC) geographic areas. (CoC is a program through which the U.S. Department of Housing and Urban Development strives to end homelessness. The County's Health, Housing and Homeless Services manages the CoC for Contra Costa.) The County Department of Conservation and Development (DCD) is the Administrative Entity for the State ESG funds and is required to collaborate with the CoC.

ESG funds activities that (1) engage homeless individuals and families who are living on the street, (2) improve the number and quality of emergency shelters for homeless individuals and families, (3) help operate shelters, (4) provide essential services to shelter residents, (5) rapidly re-house homeless individuals and families, and (6) prevent families/individuals from becoming homeless.

To apply for an allocation of State ESG funds, the County Board of Supervisors must approve a resolution authorizing and affirming the following: 1) that the funds will be used in a manner consistent with all applicable laws, regulations and contracts regarding the ESG Program; 2) that the County will receive ESG grant funds in an amount not to exceed \$581,054; 3) that the ESG grant funds will be used for eligible activities; and 4) that the DCD Director and CDBG Program Manager are authorized to execute a Standard Agreement for ESG funds and related documents.

The Contra Costa Council on Homelessness (COH) is appointed by the Board of Supervisors and serves as the County's CoC. It provides advice and input on the operations of homeless services and program operations, establishes the local process for applying for various programs, including ESG. Per Federal and State regulations, DCD staff consulted with the COH at its July 12, 2018 meeting. The COH reviewed and supported the attached staff allocation recommendations. The County has participated in this program since 2016.

### CONSEQUENCE OF NEGATIVE ACTION:

The County will not be able to apply for and receive State ESG funds in an amount not to exceed \$581,054 if the Board does not approve the resolution.

### CHILDREN'S IMPACT STATEMENT:

Programs and activities funded with State ESG support one or more of the following children's outcomes:

- (1) Children Ready for and Succeeding in School;
- (2) Children and Youth Healthy and Preparing for Productive Adulthood;
- (3) Families that are Economically Self Sufficient;
- (4) Families that are Safe, Stable and Nurturing; and
- (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

### AGENDA ATTACHMENTS

Resolution No. 2018/541

Resolution No. 2018/441

1819 State Fed ESG Allocations

MINUTES ATTACHMENTS

Signed Resolution No. 2018/541

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

Adopted this Resolution on 08/07/2018 by the following vote:

<b>AYE:</b>	<input checked="" type="checkbox"/>	<b>John Gioia</b>
	<input checked="" type="checkbox"/>	<b>Diane Burgis</b>
	<input checked="" type="checkbox"/>	<b>Karen Mitchoff</b>
	<input checked="" type="checkbox"/>	<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>	
<b>ABSENT:</b>	<input checked="" type="checkbox"/>	<b>Candace Andersen</b>
<b>ABSTAIN:</b>	<input type="checkbox"/>	
<b>RECUSE:</b>	<input type="checkbox"/>	



**Resolution No. 2018/441**

IN THE MATTER OF consenting to adopt and ratify the following regarding the allocation of the State of California's Emergency Solutions Grant Program funds to Contra Costa County.

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability (NOFA) for the Continuum of Care Allocation dated June 8, 2018, under the Emergency Solutions Grants (ESG) Program ("Program"); and

WHEREAS Contra Costa County Department of Conservation and Development (DCD), is an approved state ESG Administrative Entity; and

WHEREAS the Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

1. If Contra Costa County DCD receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts Contra Costa County may have with the Department.
2. Contra Costa County DCD is hereby authorized and directed to receive an ESG grant, in an amount not to exceed \$581,054 in accordance with all applicable rules and laws.
3. Contra Costa County DCD hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Contra Costa County DCD and Department.
4. John Kopchik, Director-Department of Conservation and Development, or Gabriel Lemus, CDBG Program Manager, are authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Contra Costa County DCD, as the Department may deem appropriate.

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

**ATTESTED: August 7, 2018**

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

**Contact: Kristen Lackey, (925) 674-7793**

By: June McHuen, Deputy

**cc:**

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

Adopted this Resolution on 10/23/2018 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



**Resolution No. 2018/541**

A NECESSARY QUORUM AND MAJORITY OF THE MEMBERS OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA ("APPLICANT") HEREBY CONSENT TO, ADOPT AND RATIFY THE FOLLOWING RESOLUTIONS:

WHEREAS the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability (NOFA) for the Continuum of Care Allocation dated June 8, 2018, under the Emergency Solutions Grants (ESG) Program ("Program"); and

WHEREAS Applicant, is an approved state ESG Administrative Entity; and

WHEREAS the Department may approve funding allocations for the ESG Program, subject to the terms and conditions of the NOFA, Program regulations and requirements, and the Standard Agreement and other contracts between Department and ESG grant recipients;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

1. If Applicant receives a grant of ESG funds from the Department pursuant to the above referenced ESG NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the ESG Program, as well as any and all contracts Contra Costa County may have with the Department.
2. Applicant is hereby authorized and directed to receive an ESG grant, in an amount not to exceed \$581,054 in accordance with all applicable rules and laws.
3. Applicant hereby agrees to use the ESG funds for eligible activities as approved by the Department and in accordance with all Program requirements, and other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and Department.
4. John Kopchik, Director-Department of Conservation and Development, or Gabriel Lemus, CDBG Program Manager, are authorized to execute the Standard Agreement and any subsequent amendments or modifications thereto, as well as any other documents which are related to the Program or the ESG grant awarded to Applicant, as the Department may deem appropriate.

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

**ATTESTED: October 23, 2018**

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

*Laura Cassell*

By: Laura Cassell, Deputy

Contact: Kristen Lackey, (925) 674-7793

cc:

**State Emergency Solutions Grant Program Staff Recommendations FY 2018/19**

Applicant Name	Project Name	Project Objective/Description	Core Activity	CA-HUD ESG Requested	CA-HUD ESG Recommendation							Total Project Cost
					Emergency Shelter	Street Outreach	Rapid Rehousing	Homeless Prevention	HMIS (max. 10% of total award)	Admin.	Total Award (CA-HUD ESG)	
SHELTER, Inc. 1333 Willow Pass Rd #206 Concord, CA 94520	Rapid Rehousing & Homeless Prevention Program	Program rapidly re-houses homeless households and prevents homelessness for households at immediate risk of homelessness. Services include case management and financial assistance (e.g., move-in costs, rental subsidies). Increased focus to increase the level of services to quickly rapidly rehouse to a permanent home homeless households (e.g. housing search, more intensive case management and increased rent assistance as needed).	Rapid Rehousing	\$141,937			\$116,121	\$8,000	\$3,500		\$127,621	\$675,080
SHELTER, Inc. 1333 Willow Pass Rd #206 Concord, CA 94520	Mountain View Family Emergency Shelter	Open 24 hours a day and 7 days a week, Mountain View Emergency Family Shelter is a year-round emergency shelter serving homeless families with children. The program provides homeless families with a safe place to sleep and meals in conjunction with critical on-site services such as education, employment services and counseling aimed at developing stability and self-sufficiency.	Emergency Shelter Service	\$37,500	\$28,850				\$4,900		\$33,750	\$658,710
Monument Crisis Center 1990 Market Street Concord CA 94520	Monument Crisis Center Safety Net Homeless Services	Monument Crisis Center will offer vital Emergency Shelter Program Services (Day Shelter) through our family resource model - providing comprehensive, collaborative safety net services in a one stop delivery model designed to assist homeless individuals and families in Central and East Contra Costa County in a forward effort to eliminate homelessness.	Emergency Shelter Service	\$17,000	\$16,000						\$16,000	\$144,600
Contra Costa County Health Services 1350 Arnold Drive, Ste 202 Martinez, CA 94553	CCHS CORE OUTREACH PROGRAM	Health Services CORE Outreach Program will provide daytime outreach in small multidisciplinary teams that will work collaboratively to engage and stabilize homeless individuals living outside and deliver health and basic need services and aid in obtaining interim and permanent housing.	Street Outreach	\$57,000		\$51,000					\$51,000	\$1,473,372
STAND! For Families Free of Violence 1410 Danzig Plaza Concord, CA 94520	Emergency Shelter	STAND!'s Emergency Shelter can accommodate up to 24 adult survivors and their children who are fleeing life threatening violent relationships for up to 3 months at no cost. As part of a continuum of care at STAND!, the Shelter provides clients with access to comprehensive supportive services, including food, clothing, social and legal advocacy, vocational assistance, child services, housing referrals, and evidence-based counseling – transitioning clients toward independence.	Emergency Shelter Service	\$26,000	\$23,000						\$23,000	\$484,107
Trinity Center Walnut Creek 1924 Trinity Avenue Walnut Creek, CA 94596	Trinity Center Emergency Day Shelter	Trinity Center Walnut Creek proposes to continue and expand its successful Emergency Day Shelter to meet the basic and recovery needs of homeless and very low-income persons. Our accessible program engages homeless persons who are resistant to services and advocates for their health, self-sufficiency, and permanent housing. By implementing an advocacy-oriented approach with very low barriers to services, Trinity Center supports the transition from homelessness to self-reliance.	Emergency Shelter Service	\$35,000	\$31,500						\$31,500	\$803,830
Contra Costa County Conservation & Dev. Dept. 30 Muir Road Martinez, CA 94553	CDBG Program Administration	Administrative costs include staff salaries, training, equipment, and general operating expenses.	24 CFR 570.206	\$7,656						\$7,656	\$7,656	
Total				\$322,093	\$99,350	\$51,000	\$116,121	\$8,000	\$8,400	\$7,656	\$290,527	\$4,239,699



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Interagency Agreement #29-816-2 with Martinez Unified School District

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #29-816-2 with Martinez Unified School District, a government agency, to pay County an amount not to exceed \$89,480, to provide mental health intervention services for certain Special Education students, for the period from July 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

Approval of this Interagency Agreement will result in a total payment to the County not to exceed \$89,480. No County match is required.

**BACKGROUND:**

Contra Costa Behavioral Health Services Division/Mental Health in collaboration with Seneca Family of Agencies will implement the Martinez Unified School District Counseling Enriched Classrooms to provide mental health services for the seriously emotionally disturbed youth and families who live in Martinez.

On October 17, 2017, the Board of Supervisors approved Interagency Agreement #29-816 with Martinez Unified School District for mental health intervention services for certain Special Education students

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.  
925-957-5201

BACKGROUND: (CONT'D)

for the period from January 1, 2018 through June 30, 2018.

Approval of Interagency Agreement #29-816-2 will allow Agency to continue to pay County to provide mental health intervention services for certain Special Education students through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding to support mental health intervention services for certain Special Education students.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Grant Agreements #29-539-7 and #29-539-8 from the U. S. Department of Veterans Affairs Northern California Health Care System

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute the following:

A. Agreement #29-539-7 (VA #36C26118D0102) with the U.S. Department of Veterans Affairs Northern California Health Care System (VANCHCS), a Government Agency, for the provision of emergency shelter and mental health services at the Philip Dorn Respite Center in Concord, for the period from September 29, 2018 through September 28, 2023; and B. Agreement #29-539-8 (VA #612-18-3-2973-0047) with VANCHCS, a Government Agency, to pay the County in an amount of \$129,020.20 for the provision of emergency shelter and mental health services at the Philip Dorn Respite Center in Concord, for the period from September 29, 2018 through September 28, 2019.

**FISCAL IMPACT:**

Approval of these Agreements will result in funds from VANCHCS for the Central County’s Adult Interim Housing Program, Philip Dorn Respite Center in Concord through September 28, 2023. Agreement #29-539-8 will allow VANCHCS to pay County in an amount of \$129,020.20 for 2018/2019. (No County match).

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE:
- John Gioia, District I Supervisor
  - Candace Andersen, District II Supervisor
  - Diane Burgis, District III Supervisor
  - Karen Mitchoff, District IV Supervisor
  - Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,  
925-608-6701

**BACKGROUND:**

The Health Services Department seeks continuous funding to provide interim housing, treatment, and other services for homeless veterans that access the County's emergency shelter program. Each year the shelters provide interim housing and support services to over 75 homeless veterans of Contra Costa County.

On February 2, 2016, the Board of Supervisors approved Agreement #29-539-4, as amended by Amendment Agreement #29-539-5 and #29-539-6, to receive funding to support emergency shelter housing for homeless veterans of Contra Costa County through September 28, 2018.

Approval of Grant Agreements #29-539-7 and #29-539-8 will allow the County to receive funds to support the Central County's Adult Interim Housing Program Philip Dorn Respite Center in Concord through September 28, 2023. The County is agreeing to indemnify and hold harmless the Contractor for claims arising out of County's performance under this Contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, the County will not receive funding to support the veterans requiring homeless shelter.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 23, 2018

Subject: Applying for and Accepting the 2018 Emergency Management Performance Grant

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/537 authorizing the Sheriff-Coroner, or designee, to apply for and accept the California Governor's Office of Emergency Services' 2018 Emergency Management Performance Grant in an initial allocation of \$356,936 to develop and maintain the level of capability to prepare for, mitigate, respond to, and recover from emergencies and disasters for the period July 1, 2018 through the end of grant funding availability.

**FISCAL IMPACT:**

\$356,936; 100% Federal with the State as the fiscal agent. Grant requires in-kind match in the amount of the grant award, which is currently budgeted. (CFDA# 97.042)

**BACKGROUND:**

The Operational Area of Contra Costa County has received Emergency Management Performance Grant (EMPG) funds from the California Governor's Office of Emergency Services for several years. The continuation of this program is critical to maintaining the quality and quantity of emergency management programs provided within the County. This funding will allow for enhanced coordination and communication among the disciplines within the Operational Area to maximize protective

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Sandra Brown  
925-335-1553

cc:

BACKGROUND: (CONT'D)

actions, emergency preparedness, and the effective response to emergencies and disasters. The initial EMPG program allocation provided to the County by the U.S. Department of Homeland Security and sub-granted through the State of California is \$356,936 with possible additional funding.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will not be authorized to apply for and accept the grant funding.

AGENDA ATTACHMENTS

Resolution No. 2018/537

MINUTES ATTACHMENTS

Signed Resolution No. 2018/537



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

Adopted this Resolution on 10/23/2018 by the following vote:

**John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

**AYE:**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2018/537**

**IN THE MATTER OF:** Applying for and Accepting the 2018 Emergency Management Performance Grant.

**WHEREAS,** the County of Contra Costa is seeking funds available through the Emergency Management Performance Grant program administered by the California Governor's Office of Emergency Services (CalOES):

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors authorizes the Sheriff-Coroner, the Undersheriff or the Sheriff's Chief of Management Services-Exempt, to execute for and on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining Federal financial assistance provided by the U. S. Department of Homeland Security and sub-granted through the State of California.

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

**ATTESTED: October 23, 2018**

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

*Laura Cassell*  
By: Laura Cassell, Deputy

Contact: Sandra Brown 925-335-1553

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Grant Agreements #28-789-9 and #28-789-10 from the U.S. Department of Veterans Affairs Northern California Health Care System

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute the following:

A. Agreement #28-789-9 (VA #36C26119D0005) with the U.S. Department of Veterans Affairs Northern California Health Care System (VANCHCS), a Government Agency, for the provision of emergency shelter and mental health at the West County’s Adult Interim Housing Program in Richmond, for the period from October 1, 2018 through September 30, 2023; and B. Agreement #28-789-10 (VA #612-19-1-2973-0001) with VANCHCS, to pay the County in an amount not to exceed \$200,254 for the provision of emergency shelter and mental health at the West County’s Adult Interim Housing Program in Richmond, for the period from October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

Approval of these Agreements will result in funds from VANCHCS for the West County’s Adult Interim Housing Program in Richmond through September 30, 2023. Agreement #28-789-10 will allow VANCHCS to pay County in an amount not to exceed \$200,254 for 2018/2019. (No County match).

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,  
925-608-6701

**BACKGROUND:**

The Health Services Department seeks continuous funding to provide interim housing, treatment, and other services for homeless veterans that access the County's emergency shelter program. Each year the shelters provide interim housing and support services to over 75 homeless veterans of Contra Costa County.

On October 24, 2017, the Board of Supervisors approved Agreement #28-789-5, as amended by Amendment Agreements #28-789-6 through #28-789-8, to receive funding to support emergency shelter housing for homeless veterans of Contra Costa County through September 30, 2018.

Approval of Grant Agreements #28-789-9 and #28-789-10 will allow the County to receive funds to support the West County's Adult Interim Housing Program in Richmond through September 30, 2023. The County is agreeing to indemnify and hold harmless the Contractor for claims arising out of County's performance under this Contract.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this Agreement is not approved, the County will not receive funding to support the veterans requiring homeless shelter.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 23, 2018

Subject: Law Enforcement Information Exchange

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff- Coroner, or designee, to execute the Memorandum of Understanding (MOU) with The Law Enforcement Information Exchange (LInX), in an amount not to exceed \$100,000 to implement and execute data sharing for Automated Regional Information Exchange System (ARIES) for the period commencing with the full execution of the MOU until terminated by either party.

**FISCAL IMPACT:**

Hardware equipment and software licenses will be purchased from the Urban Areas Security Initiative grant and/or ARIES user charges. No part of this cost will be funded by the County General Fund. ARIES is a self-sustained, participating- agency funded organization.

**BACKGROUND:**

ARIES is a software application owned by Contra Costa County, and used by the County and other law enforcement agencies to manage arrest and parolee data collected from law enforcement agencies. ARIES manages arrest and parole data provided by local law enforcement agencies that is stored on the County servers. Approximately 2000 law enforcement agencies participate in the LInX program in fifteen regions throughout the United States. The purpose of this MOU is to implement and execute data sharing between ARIES and LInX.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Sandra Brown  
925-335-1553

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The objective of implementing and executing data sharing between ARIES and LInX is to ensure that ARIES users will have access to data information provided by LInX which includes, SoCal LInX as well as all LInX agencies/regions. SoCal LInX data, including military data, will be shared and stored locally within the ARIES Data Warehouse. ARIES users will have access to the LInX system interface from which users can make a national level request from all LInX agencies and Department of Defense Exchange (DDEx). If the MOU is not approved, ARIES users will not be able to access the valuable data base within LInX. Law enforcement officers will not have access to LInX and its nationwide data base.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: Agreements with PG&E for their EVCN Program, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an Electric Vehicle Charge Program agreement with Pacific Gas & Electric Company (PG&E) for participation in PG&E's Electric Vehicle Charge Network Program (EV), for the period of October 23, 2018 to October 22, 2028, including modified indemnification language Countywide.

**FISCAL IMPACT:**

The County will benefit from construction services provided by PG&E to the County at no cost. The County is also eligible to receive rebates from PG&E and Marin Clean Energy (MCE) to cover the majority of the cost of purchasing and installing the EV Chargers and related equipment. The County will incur on-going network fees and electricity charges which will be offset by the fees paid by the users of the electric vehicle chargers.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Ramesh Kanzaria  
925-957-2480

**BACKGROUND:**

In response to increasing demand from County employees and to reach the goals and objectives of the County’s Climate Action Plan, Public Works is pursuing the continued addition of electric vehicle supply equipment at selected facilities. Public Works has determined that the most cost effective means of obtaining chargers installed at County-owned facilities is by participating in PG&E’s Electric Vehicle Charge Network program. Under the Electric Vehicle Charge Network program, PG&E pays for, maintains, and coordinates all “make ready” infrastructure from their transformer for up to 10 parking spaces at a County facility. PG&E also provides a rebate, not to exceed the cost of the charge port and associated mounting hardware for each charge port installed. MCE will contribute an additional rebate, again with the limitation of not to exceed 100% of the cost of the EV charger installation.

FACILITY	DEPARTMENT
4549 Delta Fair Blvd., Antioch	EHSD
960 Muir Road, Martinez	Public Works
50 Douglas Drive, Martinez	Health Services, Child Support Service
2500 Alhambra Ave., Martinez	Health Services
151 Linus Pauling, Hercules	EHSD
30 Muir Road, Martinez	Conservation and Development

A feasibility analysis by PG&E at each location will determine specific site viability and the exact number of charging stations. This PG&E program requires the County to enter into an Easement Deed and a Contract for each facility participating in the program. The Easement Deed for each specific site will be reviewed and recommended for Board approval by staff at a later date. The proposed agreement outlines the terms and conditions for the County and PG&E for the installation of EV infrastructure at County facilities. The terms require the County to host EV chargers installed by this program for 10 years. If County terminates participation in the program prior to the expiration of the 10-year agreement, County is obligated to make PG&E whole for losses it may incur on behalf of ratepayers, including pro-rated costs of equipment, site design and installation. Under the agreement, County is obligated to indemnify PG&E from claims arising from any injury to or death of persons and injury to property arising from County’s negligence or willful misconduct.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without approval to enter into this Agreement, County will not be able to install EV charging stations at County facilities via PG&E EVCN program and miss an opportunity to reach the goals and objectives of the Climate Action Plan.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Approve Contract with FirstCarbon Solutions

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with FCS International, Inc. (dba FirstCarbon Solutions/Michael Brandman Associates) in an amount not to exceed \$219,442 for the preparation of an Environmental Impact Report for the Del Hombre Apartments project, a proposed 284-unit apartment building in the unincorporated Walnut Creek area, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

No impact to the County general fund. The applicant is responsible for payment of costs associated with the preparation of the Environmental Impact Report.

**BACKGROUND:**

The Department of Conservation and Development received an application from 3000 Del Hombre Holdings, LLC requesting approval of a General Plan Amendment, Rezoning, Minor Subdivision, and Development Plan for a proposed 284-unit apartment project (Del Hombre Apartments) on Del Hombre Road in the Walnut Creek area. Based on the scope and scale of the project, the Department

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jennifer Cruz (925)  
674-7790

cc:

BACKGROUND: (CONT'D)

has determined that an Environmental Impact Report (EIR) will be required and will be prepared by the Department of Conservation and Development (DCD) who will be the lead agency. After completing the bidsync Request for Proposal process, DCD selected FirstCarbon Solutions as the contractor for completing the EIR.

CONSEQUENCE OF NEGATIVE ACTION:

The Department of Conservation and Development will be unable to complete the environmental review of a pending land development application.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: Contract with Robinson Mills + Williams (RMW) for on-call Architectural Services

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Robinson Mills + Williams in an amount not to exceed \$750,000 based on their current project personnel and billing rates to provide on-call architectural services for various facilities projects for the period October 9, 2018 through October 9, 2021 (with a one-year extension option), which may be extended to October 9, 2022 if elected by the Public Works Director.

**FISCAL IMPACT:**

Projects will be assigned to the on-call architect when there is an approved project and funding.

**BACKGROUND:**

The purpose of the on-call contract is to provide architectural services for various County facilities projects as they occur during the agreement period. When the Public Works Department receives a project request, it will be determined at the time whether or not it would be prudent to utilize this on-call architect. The on-call architect will provide typical architectural services, such as programming, design and construction

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Ramesh Kanzaria  
925-957-2480

cc:

## BACKGROUND: (CONT'D)

administration. The type, size and location of projects will vary. Typical projects may include new construction, building renovations/modernizations, remodeling of an entire building or specific areas within a building, tenant improvements, exterior building restorations, MEP upgrades, structural improvements, code-related improvements and deferred maintenance projects. Projects may also include fire district buildings projects. Having this on-call agreement in place will save the county time and money when compared to the time and expense in conducting a consultant selection process on a project-by-project basis, and allow the design phase to commence sooner and provide for a shorter project completion schedule. Robinson Mills + Williams was selected through a competitive qualifications-based selection process. The Public Works Department requested Statements of Qualifications ("SOQ's") and received twenty eight SOQs, and ten firms were short-listed. A selection committee comprised of County staff conducted interviews and ranked the short-listed firms. It is recommended that the above firm, who is in the five highest ranked firms, be awarded the agreement and that the on-call agreement be approved at this time. The agreement includes a one year extension option that can be exercised by the Public Works Director if he chooses. Government Code Section 31000 authorizes the County to contract for services including the type of architectural services that Robinson Mills + Williams provides.

The proposed Contract will have personnel hourly rates that may be increased every calendar year by 3% during the term of this Agreement.

## CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the County will not be able to take advantage of the time and cost savings possible through the utilization of on-call architectural service agreement.

## ATTACHMENTS

Attachment 2

# ROBINSON MILLS + WILLIAMS

## ATTACHMENT 2

### 2018 HOURLY BILLING RATES BY STAFF TYPE

Principals	\$250.00 - \$300.00
Directors	\$175.00 - \$210.00
Senior Project Manager	\$135.00 - \$155.00
Senior Project Architect	\$140.00 - \$155.00
Senior Interior Designer	\$125.00 - \$130.00
Job Captain	\$100.00 - \$125.00
Intermediate Designer, Interiors	\$ 90.00 - \$115.00
Junior Architect / Designer	\$ 75.00 - \$ 90.00
Specifications Writer	\$125.00 - \$150.00
Construction Administration Manager	\$125.00 - \$145.00
CADD / BIM Manager	\$115.00 - \$125.00
Administrative	\$ 70.00 - \$115.00



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: APPROVE a Contract with Dominguez Landscape Services, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dominguez Landscape Services, Inc. in an amount not to exceed \$1,200,000 for landscape maintenance services, for the period July 1, 2018 through June 30, 2021, Countywide. (100% General Fund)

**FISCAL IMPACT:**

This cost is to be funded through Public Works Facilities Maintenance budget. (100% General Fund)

**BACKGROUND:**

Public Works is looking at creative ways to reduce water usage at County facilities. Converting the grass and green ground cover to drought resistance plants that require less water will aid in the effort to reduce water usage. As bid on BidSync #1504-030, Dominguez Landscape Services, Inc. was one of two lowest responsible and responsive vendors for this commodity. Dominguez has been designing and installing drought

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE: John Gioia, District I Supervisor
- Candace Andersen, District II Supervisor
- Diane Burgis, District III Supervisor
- Karen Mitchoff, District IV Supervisor
- Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Stan Burton  
925-313-7077

cc:

BACKGROUND: (CONT'D)

resistant landscape areas for several years. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County Facilities. Dominguez Landscaping will be able to negotiate rate increases on each anniversary of the effective date of this Contract by a factor equal to the rate of increase in the Consumer Price Index for the San Francisco – Oakland area as published by the Bureau of Labor Statistics for the year immediately preceding, plus 2%. Facilities Maintenance is requesting a contract with Dominquez Landscaping to be approved for a period covering the next three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, landscape maintenance services with Dominguez Landscape Services, Inc. will not proceed.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #76-627 with Michael Knoll, DDS

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-627 with Michael Knoll, DDS, an individual, in an amount not to exceed \$214,000, to provide oral surgery services for Contra Costa Regional Medical Center (CCRMC) and Health Centers' patients, for the period from October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I.

**BACKGROUND:**

Under Contract #76-627, the Contractor will provide oral surgery services at CCRMC and Contra Costa Health Centers including consultation, training, medical and surgical procedures, for the period from October 1, 2018 through September 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, patients requiring oral surgery services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D. (925)  
370-5525



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Amend Interagency Agreement with West Contra Costa Adult Education

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an interagency agreement amendment with West Contra Costa Adult Education, effective December 1, 2018, to add a service training component to a skills training program designed for Welfare-to-Work (WTW) participants of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, with no change to payment limit or term.

**FISCAL IMPACT:**

No fiscal impact with this amendment.

**BACKGROUND:**

This amendment is adding an additional service training program called "Essential Skills for Success."

The Finding Opportunities Careers for Ultimate Self-sufficiency (FOCUS) and Essential Skills for Success (Essential Skills) Programs (the Program) offer WTW participants the opportunity to participate in vocational training and/or job skills workshops at the West Contra Costa Adult Education school. The Program is intended to provide clients with additional assessment, support, and training/educational

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)  
608-4963

cc:

BACKGROUND: (CONT'D)

services. Program outcomes seek to help clients further define and advance their educational and professional paths, ultimately leading to job placement or continued educational attainment.

The Program is intended to offer WTW participants an opportunity to increase their awareness of how their views and experiences shape their perception about work, money, and the circumstances of their lives. Understanding their role enables participants to decrease the barriers and increase the motivation to set goals and accomplish them.

The original interagency agreement with West Contra Costa Adult Education was approved by the Board of Supervisors on May 22, 2018 (C.106), in the amount of \$61,723, for the period July 1, 2018 through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of amended agreement, program participants will receive less services geared toward job placement and/or continued education attainment, resulting in continued reliance on public benefits.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Amend Interagency Agreement with Mt. Diablo Adult Education

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an interagency agreement amendment with Mt. Diablo Adult Education, effective December 1, 2018, to add a service training component to a skills training program for Welfare-to-Work (WTW) participants of the California Work Opportunity and Responsibility to Kids Program (CalWORKs), with no change to payment limit or term.

**FISCAL IMPACT:**

No fiscal impact with this amendment.

**BACKGROUND:**

This amendment is adding an additional service training program called "Essential Skills for Success."

The Finding Opportunities Careers for Ultimate Self-sufficiency (FOCUS) and Essential Skills for Success (Essential Skills) Programs (the Program) offer WTW participants the opportunity to participate in vocational training and/or job skills workshops at the West Contra Costa Adult Education school. The Program is intended to provide clients with additional assessment, support, and training/educational

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)  
608-4963

cc:

BACKGROUND: (CONT'D)

services. Program outcomes seek to help clients further define and advance their educational and professional paths, ultimately leading to job placement or continued educational attainment.

The Program is intended to offer WTW participants an opportunity to increase their awareness of how their views and experiences shape their perception about work, money, and the circumstances of their lives. Understanding their role enables participants to decrease the barriers and increase the motivation to set goals and accomplish them.

The original interagency agreement with Mt. Diablo Adult Education was approved by the Board of Supervisors on May 22, 2018 (C.59), in the amount of \$53,000, for the period July 1, 2018 through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of amended agreement, program participants will receive less services geared toward job placement and/or continued education attainment, resulting in continued reliance on public benefits.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Amend Interagency Agreement with Liberty Adult Education

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute an interagency agreement amendment with Liberty Adult Education, effective December 1, 2018, to add a service training component to a skills training program for Welfare-to-Work (WTW) participants of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program, with no change to payment limit or term.

**FISCAL IMPACT:**

No fiscal impact with this amendment.

**BACKGROUND:**

This amendment is adding an additional service training program called "Essential Skills for Success."

The Finding Opportunities Careers for Ultimate Self-sufficiency (FOCUS) and Essential Skills for Success (Essential Skills) Programs (the Program) offer WTW participants the opportunity to participate in vocational training and/or job skills workshops at the West Contra Costa Adult Education school. The Program is intended to provide clients with additional assessment, support, and training/educational

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)  
608-4963

cc:

BACKGROUND: (CONT'D)

services. Program outcomes seek to help clients further define and advance their educational and professional paths, ultimately leading to job placement or continued educational attainment.

The Program is intended to offer WTW participants an opportunity to increase their awareness of how their views and experiences shape their perception about work, money, and the circumstances of their lives. Understanding their role enables participants to decrease the barriers and increase the motivation to set goals and accomplish them.

The original interagency agreement with Liberty Adult Education was approved by the Board of Supervisors on April 24, 2018 (C.41), in the amount of \$64,000, for the period July 1, 2018 through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of amended agreement, program participants will receive less services geared toward job placement and/or continued education attainment, resulting in continued reliance on public benefits.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Contract with Urban Tilth for Measure WW Funds

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Conservation and Development Director, as fiscal agent for a portion of the East Bay Regional Park District Measure WW Local Grant funds, to enter into a contract with the Urban Tilth in an amount not to exceed \$623,187 for improvements to the North Richmond Urban Farm at 323 Brookside Drive, Richmond, for the term August 1, 2017 through December 31, 2021.

**FISCAL IMPACT:**

No Impact on the General Fund. 100% of the costs will be paid by East Bay Regional Park District Measure WW Local Grant funds.

**BACKGROUND:**

**Measure WW Background**

In November 2008, Alameda and Contra Costa County voters approved the East Bay Regional Park District's (EBRPD) Measure WW Regional Open Space, Wildlife, Shoreline and Parks Bond Extension. From that measure, a total of \$7.93 million is allocated for local park purposes to areas within the unincorporated area of the County. These funds were allocated to specific County Services Areas (CSA) (\$2.49 million), Community Service Districts (CSD) and local Recreation and Park Districts (\$2.39 million), and to unincorporated areas not in a CSA, CSD or local park district (\$3.05 million).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Kristine Solseng, (925)  
674-7809

cc:

## BACKGROUND: (CONT'D)

On December 15, 2015 the Board of Supervisors adopted a resolution authorizing the Department of Conservation and Development to enter into a Master Contract with EBRPD for the \$3.05 million allocated to the unincorporated areas not in a CSA, CSD, or local park district. The Master Contract between the County and EBRPD was finalized on February 1, 2016, thus allowing the County to submit individual project applications to EBRPD for funding. On May 15, 2018 EBRPD extended the deadline for all Measure WW projects to December 31, 2021. The portion of Measure WW Funds allocated to unincorporated communities within a CSA are administered by Public Works and covered by a separate agreement.

The Board of Supervisors approved a funding matrix identifying individual projects to be submitted to EBRPD for funding. The project identified in Supervisorial District I was Urban Tilth's North Richmond Urban Farm Project, with a final allocation of \$623,187.

### **Urban Tilth's North Richmond Urban Farm Background**

The County owns the property at 323 Brookside Drive, Richmond, California, which is the location of the North Richmond Urban Farm. The County has a lease with Urban Tilth for the development and ongoing operation of the North Richmond Urban Farm.

Supervisor Gioia has championed the creation and development of the North Richmond Urban Farm and the County has supported the farm's development through Park Dedication, Park Impact, and North Richmond Mitigation Fund fees totaling \$755,000.

The Measure WW funds will be used to design, permit, and implement site preparation activities for the Urban Tilth Root and Restoration Farm including, clearing the site, amending the soil, grading the site, installing hardscape, installing cultivation area, water infrastructure, and sewer infrastructure to the site. In addition to describing the features of the scope of work, the proposed contractor also ensures the terms of the Master Contract are met.

The Department of Conservation and Development is the lead agency for the California Environmental Quality Act (CEQA) and in the process of the CEQA review. The CEQA analysis is tied to the land use entitlement process and includes both on and offsite infrastructure improvements including utilities, access, and drainage. No Measure WW funds will be reimbursed to Urban Tilth until the CEQA process is complete.

### **CONSEQUENCE OF NEGATIVE ACTION:**

Delay in approving the contract may result in an inability to secure grant funding, and the project would not move forward.

### **CHILDREN'S IMPACT STATEMENT:**

The proposed project will support the following community outcomes established in the Children's Report Card: 1) Children and youth are healthy and preparing for a productive adulthood; 2) Families are safe, stable and nurturing; 3) Communities are safe and provide a high quality of life for children and families.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: October 23, 2018

Subject: Contract Amendment/Extension with Sirius Computer Solutions for IBM System Z Mainframe Operating System services

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment with Sirius Computer Solutions, Inc., to extend the termination date from October 31, 2018 to October 31, 2019, and increase the payment limit by \$50,000 to a new payment limit of \$600,000 for continued IBM System Z Mainframe Operating System services, as needed by the Department of Information Technology.

**FISCAL IMPACT:**

As budgeted in Fiscal Year 2018/2019, Org 1060.

**BACKGROUND:**

The County uses the IBM System Z mainframe operating system on its mainframe servers. On November 5, 2013, the Board authorized the Chief Information Officer to enter into a professional services contract with Sirius Computer Solutions, Inc., to provide (on an as-needed basis) IBM System Z mainframe operating system support including, without limitation, general trouble-shooting assistance, application support, and system software administration; with subsequent annual amendments to extend the term of the contract being executed, October 7, 2014, November 10, 2015, October 25, 2016 and October 24, 2017. During the term of the proposed contract extension, Sirius Computer Solutions, Inc., will continue to work with County employees, under the direction of the Chief Information Officer, or designee,

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Scott Sullivan  
925-313-1288

cc:

BACKGROUND: (CONT'D)

of the Department of Information Technology.

The contract includes provisions requiring the contractor to indemnify the County for any claims for infringement of a third party's intellectual property rights to the extent the infringement claims are based on Contractor's performance of support services under the contract.

In accordance with Administrative Bulletin 605.3, service contracts exceeding \$100,000 require the approval of the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

Mainframe production job processing can impact the Finance, Land Information Systems (Assessor, Tax Collector & Auditor Controller), Property Tax Systems (Secured, Unsecured, Redemption and Delinquent), Courts (Criminal and Traffic), Probation (Adult & Juvenile), District Attorney Juvenile, Public Defender, and the Justice Automated Warrant System.

The County's business productivity and finance systems could be negatively impacted if the Mainframe malfunctioned and we were unable to correct the issue; the implications could be severe.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #74-577 with Seneca Family of Agencies

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-577 with Seneca Family of Agencies, a non-profit corporation, in an amount not to exceed \$3,216,373, to provide mobile crisis response and school and community-based mental health services for Seriously Emotionally Disturbed (SED) children for the period from July 1, 2018 through June 30, 2019. This Contract includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$1,608,186.

**FISCAL IMPACT:**

This Contract is funded by 34% Federal Medi-Cal, 40% Mental Health Realignment, and 26% Mental Health Services Act.

**BACKGROUND:**

Under Contract #74-577, Contractor will provide mobile crisis response and children's specialty mental health services for SED children, for the period July 1, 2018 through June 30, 2019, which includes a six-month automatic extension through December 31, 2019.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SED children throughout the County will not have access to Contractor's mobile crisis, and school and community-based mental health services, possibly resulting in the need for higher levels of care.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Novation Contract #74-375-9 with Rainbow Community Center of Contra Costa County

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-375-9 with Rainbow Community Center of Contra Costa County, a non-profit corporation, in an amount not to exceed \$759,362, to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services for the period from July 1, 2018 through June 30, 2019. This Contract includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$379,681.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Services Act. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing a community-based social support program designed to decrease isolation, depression and suicidal ideation among members of the Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) community residing in Contra Costa County.

On October 17, 2017, the Board of Supervisors approved Novation Contract #74-375-8 with Rainbow Community Center of Contra Costa County, for the period from July 1, 2017 through June 30, 2018, which included a six-month automatic extension through December 31, 2018, for the provision of

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

BACKGROUND: (CONT'D)

MHSA PEI services.

Approval of Novation Contract #74-375-9 replaces the automatic extension under the prior Contract, and allows Contractor to continue providing services through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Contractor will not provide outreach and community engagement events, support groups, in-services, and counseling to the LGBTQ community and their families.

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: David O. Livingston, Sheriff-Coroner  
Date: October 23, 2018

Subject: Flood Safety Services

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Michael Baker International for development of a Flood Emergency Management program extending the termination date of the contract from October 8, 2018 to October 9, 2019 with no change to the payment limit.

**FISCAL IMPACT:**

No additional cost. The original payment limit of \$663,600 will be received through a grant from the Department of Water Resources to implement new flood safety plans.

**BACKGROUND:**

Contra Cost County Public Works applied to the Department of Water Resources (DWR) for a grant for the planning and implementations of the Contra Costa County Flood Emergency Response Program. DWR funded \$663,600 for Contra Costa County's Delta Flood Readiness activities. The Office of Emergency Services is a sub grantee of this DWR grant. Flood is ranked number 4 in the county's natural hazards local mitigation plan and therefore will greatly benefit from the grant projects as follows:

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Sandra Brown,  
925-335-1553

cc:

BACKGROUND: (CONT'D)

Develop new or update existing local maintaining agency flood safety plans.

- Develop an emergency operations plan flood safety annex for the Emergency Operations Center.
- All plans will contain flood contingency maps to include evacuation routes and rally points.
- Develop and distribute Bethel Island Municipal Improvement District public outreach campaign materials regarding flood safety.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff would not be able to finish the project.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Novation Contract #74-376-9 with Center for Human Development

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Novation Contract #74-376-9 with Center for Human Development, a non-profit corporation, in an amount not to exceed \$156,936, to provide Mental Health Service Act (MHSA) Prevention and Early Intervention (PEI) Services for the period from July 1, 2018 through June 30, 2019. This Contract includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$78,468.

**FISCAL IMPACT:**

This Contract is funded 100% by MHSA. (3% Cost of Living Adjustment)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing MHSA PEI services to underserved cultural communities and youth in East County including implementation of Contractor's African American Wellness Program and Empowerment Program. These programs will promote physical wellness and mental health in the African American community and emotional health and community connections among Lesbian, Gay, Bisexual, Transgendered, and Queer (LGBTQ) youth and their allies.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

**BACKGROUND: (CONT'D)**

On July 11, 2017, the Board of Supervisors approved Novation Contract #74-376-8 with Center for Human Development for the provision of MHSA PEI services, for the period July 1, 2017 through June 30, 2018, which included a six-month automatic extension through December 31, 2018.

Approval of Novation Contract #74-376-9 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing MHSA PEI services in East Contra Costa County, through June 30, 2019.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, there will be fewer mental health and wellness services available to underserved African American communities and LGBTQ youth in East County resulting in greater isolation within the community.

**CHILDREN'S IMPACT STATEMENT:**

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #24-681-84(16) with United Family Care, LLC (dba Family Courtyard)

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-681-84(16) with United Family Care, LLC (dba Family Courtyard), a limited liability company, in an amount not to exceed \$467,456, to provide augmented board and care services, for the period from December 1, 2018 through November 30, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Realignment funds. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of the County's population in that it provides augmentation of room and board, and twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

On November 7, 2017, the Board of Supervisors approved Contract #24-681-84(15) with United Family Care, LLC (dba Family Courtyard), for the period December 1, 2017 through November 30, 2018, for the

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925- 957-5201

BACKGROUND: (CONT'D)

provision of augmented board and care services for County-referred mentally disordered clients.

Approval of Contract #24-681-84(16) will allow the Contractor to continue to provide augmented board and care services, through November 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents will not receive services provided by this contractor.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Amendment #27-697-6 with Prism Services Group, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County (1) Amendment #27-697-6 with Prism Services Group, LLC (dba Clarus Health Solutions), a limited liability company, to increase the payment limit by \$42,000, from \$210,000 to a new payment limit of \$252,000, and (2) Order Form #1 to extend the termination date to October 31, 2019.

**FISCAL IMPACT:**

This amendment is funded by 100% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On August 1, 2017, the Board of Supervisors approved Contract #26-697-5 with Prism Services Group, LLC (dba Clarus Health Solutions) for the provision of consultation and technical assistance with regard to software maintenance for the Health Plan Provider Network's automated system, for the period from November 1, 2015 through October 31, 2018.

Approval of Amendment #27-697-6 and Order Form #1 will extend the agreement and add funds so the Contractor can continue to provide consultation, technical assistance and software maintenance services to the Contra Costa Health Plan through October 31, 2019.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Health Plan's automated provider network will not meet the requirements of the Department of Health Care Services.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #25-077-3 with Contra Costa Interfaith Transitional Housing, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-077-3 with Contra Costa Interfaith Transitional Housing, Inc., a non-profit corporation, in an amount not to exceed \$615,183, to provide housing navigation services to the County's Coordinated Entry (CE) system for the period from October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

This Contract is funded by 67% Housing and Urban Development Coordinated Entry, 30% Employment and Human Services Department and 3% General Fund.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing support services to Contra Costa County families that are homeless, including case management, day shelter services, transportation needs, mental health assessment and crisis intervention.

On October 17, 2017, the Board of Supervisors approved Contract #25-077-1 (as amended by Amendment Agreement #25-077-2) with

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE:
- John Gioia, District I Supervisor
  - Candace Andersen, District II Supervisor
  - Diane Burgis, District III Supervisor
  - Karen Mitchoff, District IV Supervisor
  - Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,  
925-608-6701

BACKGROUND: (CONT'D)

Contra Costa Interfaith Transitional Housing, Inc. to provide housing navigation services to the County's Emergency Shelter System, part of the CARE Centers and CARE Capable Centers for the Homeless CE System, for the period from October 1, 2017 through September 30, 2018.

Approval of Contract #25-077-3 will allow the Contractor to continue to provide services to County's CE System through September 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, families that are homeless will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "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: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: Approve a contract with Roto-Rooter Services Company, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Roto-Rooter Services Company, dba Nurotoco, in the amount not to exceed \$2,500,000, to provide emergency plumbing services, for the period October 1, 2018 through September 30, 2021, Countywide.

**FISCAL IMPACT:**

This cost is to be funded through Facilities Services maintenance budget. (100% General Fund)

**BACKGROUND:**

On September 11, 2018, the Board of Supervisors approved Contract 45660 with Overmiller Inc., d/b/a Roto-Rooter Sewer Service for on-call plumbing repairs and maintenance. On October 5, 2018, prior to the contract being executed, Public Works was notified that Overmiller Inc., d/b/a Roto-Rooter Sewer Service, was being sold to Roto-Rooter Services Company, dba Nurotoco. The change in management results in no change to contract staff, staff access, and services. The purpose of this board order is to approve and authorize the Public Works Director, or designee, to execute a contract with Roto-Rooter Services Company, dba Nurotoco, to provide emergency plumbing services, Countywide.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Stan Burton,  
925-313-7074

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment is not approved, sublet emergency plumbing services will not be performed.



Contra  
Costa  
County

To: Board of Supervisors  
From: Joseph E. Canciamilla, Clerk-Recorder  
Date: October 23, 2018

Subject: Voting System Contract Amendment

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with Dominion Voting Systems, Inc., to increase the payment limit by \$460,227 to a new payment limit of \$4,956,727 for exchange of certain voting system components, additional HiPro InterScan scanners, and a software license for the use of the ImageCast Remote UOCAVA/RAVBM software, with no change in the term of March 1, 2018 through December 31, 2023.

**FISCAL IMPACT:**

100% General fund. The cost of the HiPro InterScan scanners and the ImageCast Remote UOCAVA/RAVBM software is \$183,000 and is budgeted and appropriated for FY 2018-19. There is no cost associated with the inventory adjustments. The increase in licensing and maintenance of the adjusted equipment and software from year 2 to year 6 of the contract is \$277,227. The overall cost of the amendment is \$460,227 bringing the not to exceed value of the contract to \$4,956,727.

**BACKGROUND:**

On March 1, 2018 the County and Dominion Voting Systems, Inc., entered into a Voting System and Services Agreement to replace the County's previous election system.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Scott Konopasek  
925-335-7808

cc:

BACKGROUND: (CONT'D)

The new Dominion system was used for the June 5, 2018 Primary Election. Under the contract, the County purchased items, including the ImageCast X Voter Activation Stations, that are not optimal for the County's procedures. This contract amendment adjusts the inventory to reflect the exchange of equipment that best meet the business needs of the Division.

On May 8, 2018, the California Secretary of State approved use of Dominion Voting Systems' ImageCast Remote 5.2. This system serves military and overseas voters and is also a certified remote accessible vote by mail system. Assembly Bill 973 requires the County to permit a voter with a disability to cast a ballot using a certified remote accessible vote by mail system.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not be able to maximize efficiencies with the additional equipment and would not be able to provide a remote accessible ballot to a voter with a disability as now required by law and would face legal action from disability rights groups.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Amend Contract with Jump Technology Services, L.L.C.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Jump Technology Services, L.L.C., including modified indemnification language, effective September 30, 2018, to increase the payment limit by \$80,000 to a new payment limit of \$141,881, and to extend the term end date from September 30, 2018 to September 30, 2020.

**FISCAL IMPACT:**

The contract amendment will increase expenditures by \$80,000. The cost of the contract is covered by 100% Administrative Overhead allocations, which are 42% Federal, 48% State, 10% County funds.

**BACKGROUND:**

The amended Contract with the vendor will provide continued services for software subscriptions, training, and technical assistance support of the JUMP Technology Software, LEAPS.

Contractor provides case management, tracking and reporting software application developed specifically for use by California counties' Adult Protective Services (APS) programs. This relational database manages the information and documentation requirements of APS' intake, assessment, investigation, service planning, case management, case closure and reporting processes. LEAPS complies with all State of California reporting requirements and generates all state-mandated reports, including the SOC 242. LEAPS

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)  
608-4963

cc:

BACKGROUND: (CONT'D)

management tools include case assignment, overview of caseloads, alerting to out-of-compliance tasks, push-button supervisor sign-off, and tickler tools. Contractor provides hosting for LEAPS as part of its services.

Under the terms of the contract, the County is obligated to indemnify and defend the Contractor against all claims arising out of County's breach of the terms of the Contract.

The original Contract with Jump Technology Services, L.L.C. was approved by the Board of Supervisors on April 18, 2017 (Item C.58), in the amount of \$61,881.

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department will be unable to provide efficient services without the use of the Contractor supplied software.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: APPROVE and AUTHORIZE a contract amendment with Plan B Works, Countywide.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Plan B Works to increase the payment limit by \$275,000 to a new payment limit of \$1,460,000 and extend the termination date from June 30, 2019 to June 30, 2020, to assist in the creation of asset management decision support tools, Countywide.

**FISCAL IMPACT:**

100% General Fund.

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE: John Gioia, District I Supervisor
- Candace Andersen, District II Supervisor
- Diane Burgis, District III Supervisor
- Karen Mitchoff, District IV Supervisor
- Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Brian Balbas, (925)  
313-2201

cc:

## BACKGROUND:

On November 17, 2015, the Public Works Director approved the initial contract with Plan B Works for \$235,000 to provide business analysis services for the creation of asset management decision support tools.

On August 9, 2016, the Board of Supervisors approved an amendment for \$150,000, primarily to account for two new deliverables that were not covered in the original contract's scope of work:

1. A new application for transmittal of building cost data into the Finance system
2. A 5-year 'Capital Renewal Budget' for Contra Costa County-owned buildings

On January 10, 2017 the Board of Supervisors approved a second amendment for \$250,000 to allow for the completion of the Facilities Condition Assessment (FCA) interviews; this FCA data has become the primary input into the 'Capital Renewal Budget' deliverable.

On September 12, 2017 the Board of Supervisors approved a third amendment for \$250,000 to allow for the handoff of the FCA process to PW staff, implementation of Sage estimating software, and the re-engineering of the CAO's "Capital Improvements Approval" process.

On March 13, 2018 the Board of Supervisors approved a fourth amendment for \$300,000 to allow for the completion of the FCA software & reporting, and to allow for the creation of a 'Work Order Prioritization' process.

This amendment allows for the completion of existing project deliverables that took longer than expected:

1. The Re-engineering of the "Capital Improvements Approval" process, including the development of 'Capital Projects Invoice Approval' software; and
2. The creation of dashboards that will be used for asset management decision support. While the initial iteration of the Asset Management Dashboard has been delivered, additional time is required to test, gather feedback, and refine the dashboard.

The Public Works Department respectfully requests the approval of this amendment to provide funding and time to complete the remaining business analysis required for Public Works to create decision support software for asset management, and to implement the associated processes.

## CONSEQUENCE OF NEGATIVE ACTION:

Without approval from the Board of Supervisors, key components of an Asset Management Solution will not be delivered, including the 'Invoice Approval' application, as well as the ability to track the 'per building' costs of capital improvements.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Amendment #74-475-78(1) with Remarkable Marriage and Family Institute

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-475-78(1) with Remarkable Marriage and Family Institute, effective August 1, 2018, to amend Contract #74-475-78, to increase the payment limit by \$175,000, from \$98,000 to a new payment limit of \$273,000, with no change in the term of February 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This contract is funded 50% by Federal Medi-Cal and 50% by State Mental Health Realignment. (No rate increase)

**BACKGROUND:**

In January 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #74-475-78, with Remarkable Marriage and Family Institute for the provision of Medi-Cal specialty mental health services for the period from February 1, 2018 through June 30, 2019.

At the time of negotiations, the payment limit was based on target levels of utilization. However, the utilization during the term of the Contract was higher than originally anticipated. Approval of Contract

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

BACKGROUND: (CONT'D)

Amendment Agreement #74-475-78(1) will allow the Contractor to provide additional mental health services through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, services provided to Contra Costa Mental Health Plan Medi-Cal beneficiaries could be negatively impacted, including access to services, choice of providers, cultural competency, language capacity, geographical locations of service providers, and waiting lists.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #74-413-8 with Young Men's Christian Association of the East Bay

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-413-8 with Young Men's Christian Association of the East Bay, a non-profit corporation, in an amount not to exceed \$9,000, including modified indemnification language, for the implementation of internship programs for students participating in the Workforce Education and Training (WET) Program for the period from November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Services Act. (No rate increase)

**BACKGROUND:**

On November 14, 2017, the Board of Supervisors approved Contract #74-413-7 with Young Men's Christian Association of the East Bay, for the implementation of internship programs for students participating in the WET Program to obtain licenses in fields related to mental health and clinical practice, for the period from October 1, 2017 through September 30, 2018.

Approval of Contract #74-413-8 will allow Contractor to continue implementing internship programs for students participating in the WET Program through October 31, 2019. This contract includes modifications to the indemnification language in the General Conditions.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, interns will not receive education and training services provided by Young Men's Christian Association of the East Bay.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Amendment #72-028-13 with Contra Costa Interfaith Transitional Housing, Inc. (dba Contra Costa Interfaith Housing, Inc.)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #72-028-13 with Contra Costa Interfaith Transitional Housing Inc. (dba Contra Costa Interfaith Housing, Inc.), a non-profit corporation, effective September 1, 2018, to amend Contract #72-028-12, to increase the payment limit by \$87,049, from \$43,524 to a new payment limit of \$130,573 with no change in the term of March 1, 2018 through February 28, 2019.

**FISCAL IMPACT:**

This amendment is funded by 100% Federal Department of Housing and Urban Development (HUD). (No rate increase)

**BACKGROUND:**

In March 2018 the County Administrator approved and the Purchasing Services Manager executed Contract #72-028-12 with Contra Costa Interfaith Transitional Housing Inc. (dba Contra Costa Interfaith Housing, Inc.) to provide housing advocacy services for people with HIV, for the period from March 1, 2018 through February 28, 2019.

Approval of Amendment Agreement #72-028-13 will allow the Contractor to provide additional services through February 28, 2019.

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE:
- John Gioia, District I Supervisor
  - Candace Andersen, District II Supervisor
  - Diane Burgis, District III Supervisor
  - Karen Mitchoff, District IV Supervisor
  - Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Dan Peddycord,  
925-313-6712

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, HIV clients will not receive housing advocacy services from this contractor.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #27-919-2 with Surgical Anesthesia Specialists, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-919-2 with Surgical Anesthesia Specialists, Inc., a corporation, in an amount not to exceed \$150,000, to provide anesthesiology services to Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate Increase)

**BACKGROUND:**

In December 2015, the County Administrator approved and the Purchasing Services Manager executed Contract #27-919-1 with Surgical Anesthesia Specialists, Inc., to provide anesthesiology services to CCHP members, for the period October 1, 2015 through September 30, 2018.

Approval of Contract #27-919-2 will allow Contractor to continue providing anesthesiology services to CCHP members through September 30, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Correct August 7, 2018 Board Order Item #C.83 with Steris Corporation

---

**RECOMMENDATION(S):**

APPROVE clarification of Board action of August 7, 2018 (Item #C.83), which authorized the Purchasing Agent to execute a purchase order with Steris Corporation in the amount of \$265,355 for the purchase of two V-Pro Max Vaporized Hydrogen Peroxide (VHP) Sterilizers for the Central Sterilization Unit at Contra Costa Regional Medical Center (CCRMC), to reflect the correct payment amount of \$266,522.

**FISCAL IMPACT:**

Funded 100% by the Hospital Enterprise Fund I.

**BACKGROUND:**

On August 7, 2018, the Board of Supervisors approved the Purchase Order with Steris Corporation in the amount of \$265,355 for the purchase of two V-Pro Max VHP Sterilizers in order for staff to reliably sterilize surgical equipment the doctors and nurses utilize during procedures. The purpose of this Board Order is to correct an administrative error in the total payment limit, which should have read in an amount of \$266,522 instead of \$265,355.

**CONSEQUENCE OF NEGATIVE ACTION:**

If the correction of the purchase order is not approved, CCRMC will be unable to purchase the V-Pro Max VHP (Vaporized Hydrogen Peroxide) Sterilizers to sterilize surgical equipment.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Marcy Wilhelm, Margaret Harris



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #27-948-2 with Canyon Pinole Surgery Center, L.P.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-948-2 with Canyon Pinole Surgery Center, L.P., a limited partnership, in an amount not to exceed \$250,000, to provide ambulatory surgery center services to Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No Rate Increase)

**BACKGROUND:**

On September 13, 2016, the Board of Supervisors approved Contract #27-948-1 with Canyon Pinole Surgery Center, L.P., to provide ambulatory surgery center services to CCHP members, for the period October 1, 2016 through September 30, 2018.

Approval of Contract #27-948-2 will allow the Contractor to continue providing ambulatory surgery center services to CCHP members through September 30, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized professional health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Contract with Cityspan Technologies, Inc. for Development and Support of a Web-based Contract Management System

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Software and Services Agreement with Cityspan Technologies, Inc. in an amount not to exceed \$182,700 for the continued development, implementation, hosting, and maintenance of a web-based contract management system for the period October 1, 2018 through June 30, 2019

**FISCAL IMPACT:**

This contract will increase budget expenditures by \$182,700, which is funded as Administrative Overhead with 10% County, 48% State, and 42% Federal funds.

**BACKGROUND:**

Contra Costa County Employment and Human Services Department administers over 300 contracts annually with a value exceeding \$30 million. The administration of these contracts, through all phases of the contracting process, including the initiation, renewal, and ongoing monitoring is a primarily a manual process with contracts stored in paper form. Initiation and renewal processes are administered in-part with Microsoft (MS) Access database and MS Excel spreadsheets stored on local hard drives or shared network drives. Contract monitoring is managed through a combination of MS Excel spreadsheets and paper

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Gina Chenoweth  
8-4961

cc:

BACKGROUND: (CONT'D)

forms. There is no central repository that is easily searchable to retrieve archived monitoring information.

Cityspan Technologies, Inc. (Contractor) has been working with EHSD on the development and implementation of Contract Oversight, Monitoring, Payment Analysis, and Cost Tracking System (COMPACT), to meet our functional requirements. The goals of COMPACT is to have: 1) a system with an integrated workflow engine that allows for a) different parties to the process to review, view, and/or approve contract generation and subsequent invoicing and b) management of the procurement lifecycle; 2) a separate web portal for contractors to submit invoices and supporting documentation; 3) functionally separate areas for processing invoices for program staff as well as fiscal staff; and 4) a central repository of customer information including contracts, invoices and supporting documentation.

CONSEQUENCE OF NEGATIVE ACTION:

Without this contract, EHSD will continue to have numerous diverse and separated contract processing and monitoring systems, which have historically resulted in difficulty meeting many State and Federal mandated requirements.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #27-611-9 with Norman B. Livermore, III, M.D., F.A.C.S.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-611-9 with Norman B. Livermore, III, M.D., F.A.C.S., an individual, in an amount not to exceed \$250,000, to provide orthopedic services to Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On September 13, 2016, the Board of Supervisors approved Contract #27-611-8 with Norman B. Livermore, III, M.D., F.A.C.S., to provide orthopedic services to CCHP members, for the period from October 1, 2016 through September 30, 2018.

Approval of Contract #27-611-9 will allow Contractor to continue providing orthopedic services through September 30, 2020.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Purchase Order with Clinical Computer Systems, Inc. for OBIX software support

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Health Services Department, to execute (1) a Purchase Order with Clinical Computer Systems, Inc. (CCSI) in an amount not to exceed \$335,507 for maintenance and support services for the OBIX Perinatal Labor and Delivery software for the period of July 1, 2018 through June 30, 2023, and (2) Amendment to Software License Agreement and Support Agreement.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

The OBIX Perinatal Data System is a comprehensive, computerized system for central, bedside, and remote Electronic Fetal Monitoring. The application includes archiving, point-of-care charting, single-click management reports, and internet-based physician access and provides decision support for obstetric providers during fetal heart rate assessment and uterine activity during labor.

The Software License Agreement obligates the County to indemnify CCSI against losses arising from County's misuse of the software.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

cc: Marcy Wilhelm, Renee Nunez

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, the workflows associated with the above-stated functions would be adversely impacted and possibly compromise mother-baby patient care.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #77-177 with Autism Interventional Professionals, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-177 with Autism Interventional Professionals, LLC, a limited liability company, in an amount not to exceed \$200,000, to provide applied behavioral analysis (ABA) services for Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-177, the Contractor will provide ABA services for CCHP members, for the period October 1, 2018 through September 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Amendment #26-242-3 with Alert Building Maintenance, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-242-3 with Alert Building Maintenance, Inc., a corporation, effective September 1, 2018, to amend Contract #26-242-2, to increase the payment limit by \$41,000, from \$99,000 to a new payment limit of \$140,000, with no change in the original term of July 1, 2017 through June 30, 2019.

**FISCAL IMPACT:**

This amendment is funded by 100% Enterprise Fund I. (No rate increase)

**BACKGROUND:**

In August 2017, the County Administrator approved and the Purchasing Services Manager executed Contract #26-242-2 with Alert Building Maintenance, Inc., for the period from July 1, 2017 through June 30, 2019, for the provision of window washing and maintenance services at Contra Costa Regional Medical Center.

Approval of Contract Amendment Agreement #26-242-3 will allow the Contractor to provide additional window washing and maintenance services through June 30, 2019.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal  
925-370-5101

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contra Costa Regional Medical Center will not have the benefit of receiving window washing and maintenance services provided by this Contractor.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Purchase Order Amendment with SoftwareOne, Inc., for Microsoft Enterprise Agreement

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order Amendment with SoftwareOne, Inc., to increase the payment limit by \$519,208 to a new payment limit of \$4,945,768, for the purchase of additional Microsoft Office products for the Health Services Department, with no change in the original term for the period January 1, 2018 through December 31, 2020.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

Pursuant to Board approval received on December 12, 2017 (Item C.39), Health Services renewed an Enterprise Agreement to continue Microsoft Office365 products and license modules for existing staff for three years. Since that time, Health Services has added over 500 new employees who require office productivity tools and email capabilities. These tools and services require additional licenses. Health Services will purchase these additional licenses from SoftwareOne, Inc.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

CONSEQUENCE OF NEGATIVE ACTION:

Failure to provide additional product licensing will render physicians and nurses unable to view email and access office productivity tools, thus preventing hospital staff from performing basic job duties such as communication with other staff and patients, which would put patient health outcomes at risk.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #77-175 with SleepQuest, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-175 with SleepQuest, Inc., a corporation, in an amount not to exceed \$1,500,000, to provide sleep studies and durable medical equipment for Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-175, the Contractor will provide sleep studies and durable medical equipment for CCHP members for the period October 1, 2018 through September 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II  
 Supervisor  
 Diane Burgis, District III  
 Supervisor  
 Karen Mitchoff, District IV  
 Supervisor  
 Federal D. Glover, District V  
 Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #77-166 with Tobii Dynavox, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-166 with Tobii Dynavox, LLC, a limited liability company, in an amount not to exceed \$150,000, to provide durable medical equipment and speech generating devices for Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II.

**BACKGROUND:**

Under Contract #77-166, the Contractor will provide durable medical equipment and speech generating devices for CCHP members for the period October 1, 2018 through September 30, 2020.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this contract is not approved, certain health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE:
- John Gioia, District I Supervisor
  - Candace Andersen, District II Supervisor
  - Diane Burgis, District III Supervisor
  - Karen Mitchoff, District IV Supervisor
  - Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #27-294-15 with Allergy Specialists Medical Group, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-294-15 with Allergy Specialists Medical Group, Inc., a corporation, in an amount not to exceed \$200,000, to provide allergy medical services to Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2020.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

In September 2016, the County Administrator approved and the Purchasing Services Manager executed Contract #27-294-14 with Allergy Specialists Medical Group, Inc. to provide allergy medical services to CCHP members for the period October 1, 2016 through September 30, 2018.

Approval of Contract #27-294-15 will allow Contractor to continue providing allergy medical services to CCHP members through September 30, 2020.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #27-168-14 with Planned Parenthood-Shasta Diablo, Inc. (dba Planned Parenthood Northern California)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-168-14 with Planned Parenthood Shasta-Diablo, Inc. (dba Planned Parenthood Northern California), a non-profit corporation, in an amount not to exceed \$4,000,000, to provide obstetrics/gynecology (OB/GYN), family planning and mental health services for Contra Costa Health Plan (CCHP) members, for the period October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

**BACKGROUND:**

On September 19, 2017, the Board of Supervisors approved Contract #27-168-13 with Planned Parenthood Shasta-Diablo, Inc. (dba Planned Parenthood Northern California), to provide OB/GYN, family planning and mental health services for CCHP members, for the period October 1, 2016 through September 30, 2018.

Approval of Contract #27-168-14 will allow Contractor to continue providing OB/GYN, family planning and mental health services for CCHP members through September 30, 2019.

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE:
- John Gioia, District I Supervisor
  - Candace Andersen, District II Supervisor
  - Diane Burgis, District III Supervisor
  - Karen Mitchoff, District IV Supervisor
  - Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Purchase Order with Microsoft Corporation for Unified Support Renewal

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director (1) a Purchase Order with Microsoft Corporation in an amount not to exceed \$132,272, for advanced level support of Microsoft software, and (2) Microsoft Enterprise Services Work Order for the period from December 15, 2018 through December 14, 2019.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

Microsoft support services will provide the Health Services Department (HSD) the ability to contact Microsoft directly for proactive and reactive technical support on hardware and software support issues, thus HSD Information Technology Unit staff can respond with greater speed and precision to issues. This advanced level support will minimize downtime for critical healthcare infrastructure, including ccLink and Community Connect platforms; improve response times; provide greater opportunity for optimization; and enable HSD Information Technology Unit staff to better address the concerns of all Microsoft-based systems, services, and tools in use across HSD's various networks and applications.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

CONSEQUENCE OF NEGATIVE ACTION:

Without these support services, HSD would be entitled to fewer calls and significantly longer response times, which would jeopardize ccLink and Community Connect infrastructure.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Citrix Systems, Inc. Purchase Order for Subscription Advantage Support and Maintenance renewal

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Citrix Systems, Inc., in an amount not to exceed \$248,544 for purchase of Citrix Subscription Advantage software support and hardware maintenance, for the period October 31, 2018 through October 30, 2019.

**FISCAL IMPACT:**

100% funding is included in the Hospital Enterprise Fund I Budget.

**BACKGROUND:**

The Epic Electronic Health Record (EHR) system requires the use of Citrix Terminal Services. Citrix software allows Health Services Department (HSD) staff access to the Epic EHR system. Citrix also improves remote access to the Epic EHR for the Contra Costa Regional Medical Center on-call clinical staff. The Health Services Department needs to renew Citrix Subscription Advantage support and appliance maintenance to comply with Epic EHR support requirements.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

cc: Marcy Wilhelm, Renee Nunez

CONSEQUENCE OF NEGATIVE ACTION:

Without ongoing maintenance, support and technical assistance from Citrix, HSD's critical infrastructure would not be covered in the event of a hardware, software or technical issue, thereby resulting in EHR accessibility issues and potential connectivity failures.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Novation Contract #74-586 with A Better Way, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-586 with A Better Way, Inc., a non-profit corporation, in an amount not to exceed \$282,208 to provide mental health services to children and adolescents, and their families, who are dependents of Contra Costa County, referred by Child Family Services (CFS) and placed out of County for the period October 1, 2018 through June 30, 2019. This Contract includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$141,104.

**FISCAL IMPACT:**

This Contract is funded by 50% Federal Medi-Cal and 50% Employment and Human Services Department.

**BACKGROUND:**

Under Contract #74-586, the Contractor will provide mental health services to children and adolescents, and their families, who are dependents of Contra Costa County, referred by CFS and placed out of County for the period from October 1, 2018 through June 30, 2019, which includes a six-month automatic extension through December 31, 2019.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II  
 Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV  
 Supervisor  
 Federal D. Glover, District V  
 Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, children and adolescents who are dependents of Contra Costa County will not have access to mental health services while placed out of County.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Participation Agreement #74-585 with California Mental Health Services Authority

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Participation Agreement #74-585 with California Mental Health Services Authority, a corporation, in an amount not to exceed \$398,747, to act as fiscal agent for the provision of specialty mental health services for Contra Costa County dependents placed out of County, for the period from July 1, 2018 until terminated.

**FISCAL IMPACT:**

This Contract is funded 100% by Mental Health Realignment.

**BACKGROUND:**

Under Contract #74-546, the Contractor will act as fiscal agent for the provision of specialty mental health services for Contra Costa County dependents placed out of County, for the period from July 1, 2018 until terminated.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this participation agreement is not approved, County will not be able to ensure timely access to care for Contra Costa County dependents placed out of County for specialty mental health services.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5501



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #74-578 with Oxford House, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-578 with Oxford House, Inc., a non-profit corporation, in an amount not to exceed \$157,340, to provide Substance Abuse Prevention and Treatment (SAPT) services, for the period from October 1, 2018 through June 30, 2019.

**FISCAL IMPACT:**

This Contract is funded by 78% Substance Abuse Prevention and Treatment Discretionary Fund; 4% Substance Abuse Prevention and Treatment Perinatal Grant; 18% SAMHWorks Allocation Funds.

**BACKGROUND:**

This Contract meets the social needs of County's population by providing specialized substance abuse treatment services so that adults with co-occurring mental disorders are provided an opportunity to achieve sobriety and recover from the effects of alcohol and other drug use, become self-sufficient, and return to their families as productive individuals.

Under Contract #74-578, the Contractor will provide SAPT services including, providing access to recovery residences living facilities and services in order to assist residents maintain an alcohol-free and drug-free lifestyle and transition back into the community, through June 30, 2019.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, individuals will not receive substance abuse prevention and treatment services they need to maintain sobriety and reduce risk factors.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Amendment #77-130-1 with Erik Grasso (dba Analytical Behavior Consultants)

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-130-1 with Erik Grasso (dba Analytical Behavior Consultants), a sole proprietor, effective September 1, 2018, to amend Contract #77-130, to include evening and weekend applied behavior analysis (ABA) services for Contra Costa Health Plan (CCHP) members with no change in the original payment limit of \$1,200,000 and no change in the original term of October 1, 2017 through September 30, 2019.

**FISCAL IMPACT:**

This amendment is funded by 100% CCHP Enterprise Fund II. (Additional rates added)

**BACKGROUND:**

On October 17, 2017, the Board of Supervisors approved Contract #77-130 with Erik Grasso (dba Analytical Behavior Consultants) to provide ABA services for CCHP members for the period October 1, 2017 through September 30, 2019.

Approval of Contract Amendment Agreement #77-130-1 will allow the Contractor to provide evening and weekend ABA services through September 30, 2019.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Patricia Tanquary,  
925-313-6004

cc: K Cyr, M Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor will not include evening and weekend ABA services for CCHP members.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #26-784-7 with Cardionet, LLC

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-784-7 with Cardionet, LLC, a limited liability company, in an amount not to exceed \$185,000, to provide remote cardiac monitoring services for patients at Contra Costa Regional Medical Center (CCRMC), for the period from November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

This contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On November 14, 2017, the Board of Supervisors approved Contract #26-784-5 (as amended by Amendment Agreement #26-784-6) with Cardionet, LLC, to provide remote cardiac monitoring services for patients at CCRMC, for the period from November 1, 2017 through October 31, 2018.

Approval of Contract #26-784-7 will allow the Contractor to continue to provide remote cardiac monitoring services through October 31, 2019.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the CCRMC will not be able to provide remote cardiac monitoring services for its patients.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Purchase Order with Opening Technologies, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Opening Technologies, Inc. in an amount not to exceed \$186,999 for the purchase of custom safety and security doors and hardware to be installed in the Psychiatry Emergency Services Unit at Contra Costa Regional Medical Center (CCRMC).

**FISCAL IMPACT:**

100% funded by the Hospital Enterprise Fund I budget.

**BACKGROUND:**

The Joint Commission requires that anti ligature doors and hardware be installed in the Psychiatry Emergency Services Unit to prevent patients from harming themselves. This project must be completed by January 16, 2019 or CCRMC could face sanctions from the Joint Commission. Opening Technologies, Inc., has been used extensively by Contra Costa County Public Works and is familiar with the County's needs.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this purchase order is not approved CCRMC could be penalized by the Joint Commission and patients would have more means to do themselves harm.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #26-779-5 with Futurenet Technologies Corporation

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-779-5 with Futurenet Technologies Corporation in an amount not to exceed \$1,000,000 to provide medical records coding for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from October 1, 2018 through September 30, 2021.

**FISCAL IMPACT:**

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On October 24, 2017, the Board of Supervisors approved Contract #26-779-4 with Futurenet Technologies Corporation, to provide medical coding, including coding inpatient and outpatient records, scanning and quality assurance for CCRMC and Contra Costa Health Centers, in accordance with the American Hospital Associate Coding Clinic and the American Medical Association, for the period from October 1, 2017 through September 30, 2018.

Approval of Contract #26-779-5 will allow Contractor to continue providing services through September 30, 2021.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have access to Contractor's services or meet regulatory requirements.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Purchase Order with Sysco San Francisco, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Sysco San Francisco, Inc, in an amount not to exceed \$950,000 for the purchase of food and paper supplies for Contra Costa Regional Medical Center (CCRMC) for the period from November 1, 2018 through October 31, 2019.

**FISCAL IMPACT:**

100% funded by the Hospital Enterprise Fund I budget.

**BACKGROUND:**

Food and paper products are essential to provide nutritious meals to CCRMC patients, staff, and visitors. Sysco San Francisco, Inc. has the largest selection of products to be able to provide CCRMC with the necessary options.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this purchase order is not approved CCRMC will have to source the necessary products from different Vendors, creating inefficiencies in ordering, inventory, and quality.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5101

cc: Marcy Wilhelm, Margaret Harris



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Novation Contract #24-717-6 with Portia Bell Hume Behavioral Health and Training Center

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-717-6 with Portia Bell Hume Behavioral Health and Training Center, a non-profit corporation, in an amount not to exceed \$2,085,811 to provide Mental Health Services Act (MHSA) Full Service Partnership (FSP) Program services to adults with serious mental illness who are homeless or at serious risk of homelessness for the period from July 1, 2018 through June 30, 2019, which includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$1,042,905.

**FISCAL IMPACT:**

This Contract is funded by 20% Federal Medi-Cal; 80% Mental Health Services Act. (Rate increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing a FSP Program funded by the MHSA, providing a comprehensive range of services and supports in West, Central and East Contra Costa County to adults with serious mental illness who are homeless or at serious risk of homelessness.

On

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II  
 Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV  
 Supervisor  
 Federal D. Glover, District V  
 Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

BACKGROUND: (CONT'D)

October 17, 2017, the Board of Supervisors approved Contract #24-717-5 with Portia Bell Hume Behavioral Health and Training Center to provide MHSA FSP Program services to adults with serious mental illness who are homeless or at serious risk of homelessness for the period from July 1, 2017 through June 30, 2018, which included a six-month automatic extension through December 31, 2018.

Approval of Novation Contract #24-717-6 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, mentally ill adults who are homeless will not have access to Contractor's mental health services, leading to reduced levels of service to the community and potential placement in higher levels of care.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Contract #25-042-25 with Greater Richmond Inter-Faith Program

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-042-25 with Greater Richmond Inter-Faith Program, a non-profit corporation, in an amount not to exceed \$250,000, to provide emergency shelter services at the Emergency Family Shelter and operate the West County CARE Center for the Homeless Coordinated Entry (CE) process, for the period October 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

This Contract is funded by 53% Federal Housing and Urban Development; 30% County General Funds; 17% Mental Health Realignment. (No Rate Increase)

**BACKGROUND:**

This Contract meets the social needs of County's population by providing emergency shelter services, twenty-four hours per day, seven days per week, to homeless adults in West County. Contractor is taking over services to operate the West County CARE Center for the Homeless CE process providing support services to Contra Costa County families that are homeless, including case management, day shelter services, transportation needs, mental health assessment and crisis intervention.

In June 2017,

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,  
925-608-6701

BACKGROUND: (CONT'D)

County Administrator approved and Purchasing Service Manager executed Contract #25-042-23 (as amended by Contract Amendment Agreement #25-042-24) with Greater Richmond Inter-Faith Program to provide emergency shelter services at the Emergency Family Shelter for homeless families and operate the West County CARE Center for the Homeless CE process, for the period from July 1, 2017 through June 30, 2018.

Approval of Contract #25-042-25 will allow the Contractor to continue provide homeless services through September 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless clients will not receive supportive services from the West County CARE Center.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Novation Contract #24-700-67 with Contra Costa Crisis Center

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-700-67 with Contra Costa Crisis Center, a non-profit corporation, in an amount not to exceed \$100,672, to provide crisis intervention, suicide prevention and mental health rehabilitative services for the period July 1, 2018 through June 30, 2019, which includes a six-month automatic extension through December 31, 2019, in an amount not to exceed \$50,336.

**FISCAL IMPACT:**

This Contract is funded 100% Mental Health Realignment. (3% Cost of Living Adjustment)

**BACKGROUND:**

On October 24, 2017, Board of Supervisors approved Novation Contract #24-700-66 with Contra Costa Crisis Center, to provide crisis intervention, suicide prevention and mental health rehabilitative services, for the period from July 1, 2017 through June 30, 2018, which included a six-month automatic extension through December 31, 2018.

Approval of Novation Contract #24-700-67 replaces the automatic extension under the prior Contract and allows Contractor to continue providing services through June 30, 2019.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Matthew White, M.D.,  
925-957-5201

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents needing crisis and suicide prevention, and intervention services will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School"; "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Clarification of the Term for an Agreement with Community Housing Development Corporation approved on October 9, 2018 - Agenda Item # C.70

**RECOMMENDATION(S):**

APPROVE clarification of Board action of October 9, 2018 (Item C.70), to authorize the Conservation and Development Director, or designee, to execute a contract with the Community Housing Development Corporation (CHDC), in an amount not to exceed \$169,181, to administer and disburse City and County approved mitigation fees funding to non-profit entities for community-based projects in the North Richmond area, to reflect the corrected term of July 1, 2018, through September 30, 2019.

**FISCAL IMPACT:**

There will be no impact to the General Fund. The contract with CHDC, is an amount not to exceed \$169,180.85. The work performed under this contract is funded using North Richmond Mitigation Fee (NRMF) funding that is jointly administered by both the City of Richmond and County.

**BACKGROUND:**

On October 9, 2018, the Board approved DCD to execute a contract (C.70) with CHDC, in an amount not to exceed \$169,181, to administer and disburse City and County approved mitigation fees funding to non-profit entities for community-based projects in the North Richmond area, for the period July 1, 2018, through June 30, 2019. However, The October 9, 2018 Board Order incorrectly listed the term as July 1, 2018, to June 30, 2019. The correct term of the CHDC contract is July 1, 2018, to September 30, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Justin Sullivan (925)  
674-7812

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: October 23, 2018

Subject: Amendment #76-596-3 with Quanmei Deng, M.D.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-596-3 with Quanmei Deng, M.D., an individual, effective September 15, 2018, to amend Contract #76-596 (as amended by #76-596-1) to increase the payment limit by \$39,000, from \$200,000 to a new payment limit of \$239,000 for additional anesthesia services at Contra Costa Regional Medical Center, with no change in the term of November 1, 2017 through October 31, 2018.

**FISCAL IMPACT:**

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

**BACKGROUND:**

On November 7, 2017, the Board of Supervisors approved Contract #76-596 (as amended by Amendment Agreement #76-596-1) with Quanmei Deng, M.D. to provide anesthesiology services including, consultation, training, administrative services, medical procedures, on-call coverage, and coverage for the General and Obstetrics Units at Contra Costa Regional Medical Center and Contra Costa Health Centers for the period from November 1, 2017 through October 31, 2018.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Samir Shah, MD,  
925-370-5525

cc: Alaina Floyd, Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract Amendment Agreement #76-596-3 will allow the Contractor to provide additional anesthesia services in the Operating Room at Contra Costa Regional Medical Center through October 31, 2018.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the Contractor will not be able to provide additional anesthesiology services needed at Contra Costa Regional Medical Center.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Clarification of the Term for an Agreement with Community Housing Development Corporation approved on October 9, 2018 - Agenda Item # C.69

**RECOMMENDATION(S):**

APPROVE clarification of Board action of October 9, 2018 (Item C.69), which authorized the Conservation and Development Director, or designee, to execute a contract with the Community Housing Development Corporation, in an amount not to exceed \$121,452, to coordinate illegal dumping prevention resources in the North Richmond area, and to implement the North Richmond Green Community Services Program and the North Richmond Green Campaign, to reflect the correct term of July 1, 2018 through September 30, 2019.

**FISCAL IMPACT:**

There will be no impact to the General Fund. The work performed under this contract is funded using North Richmond Mitigation Fee (NRMF) funding that is jointly administered by both the City of Richmond and County.

**BACKGROUND:**

On October 9, 2018, the Board approved DCD to execute a contract (C.69) with CHDC, in an amount not to exceed \$121,452, to coordinate illegal dumping prevention resources in the North Richmond area and to implement the North Richmond Green Community Services Program and the North Richmond Green Campaign, for the period July 1, 2018, through June 30, 2019. However, The October 9, 2018, Board Order incorrectly listed the term as July 1, 2018, to June 30, 2019. The correct term of the CHDC contract is July 1, 2018, to September 30, 2019.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: Laura Cassell, Deputy

Contact: Justin Sullivan (925)  
674-7812

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: October 23, 2018

Subject: Renewal of Oracle Technical Support Services For Peoplesoft Software Updates

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute an ordering document under the existing Oracle Master Agreement with Oracle America, Inc., in an amount not to exceed \$575,500 for Oracle program technical support services for PeopleSoft software updates and support for the County's Human Resource system, for the period November 27, 2018 through June 30, 2021.

**FISCAL IMPACT:**

\$575,500. The cost is billed in arrears, in quarterly installments, budgeted annually under Org. #1695, and supported through interdepartmental charges.

**BACKGROUND:**

On November 17, 2015, the Board authorized the Chief Information Officer to enter into an Oracle Master Agreement (US-OMA-QT5714570) with Oracle America, Inc. The Master Agreement authorizes the County to place orders with Oracle for five years from the effective date of the Master Agreement.

On October 25, 2016, the Board authorized the Chief Information Officer to execute ordering documents under the Master Agreement. Support Service No. #8252761 was executed with a term ending November 26, 2016. On October 24, 2017, the Board authorized the renewal of Support Service No. #8252761, with a term ending November 26, 2018.

This ordering document being authorized by this board order is for the renewal of Support Service No.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
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Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

, County Administrator and Clerk of the Board of Supervisors

By: Laura Cassell, Deputy

Contact: Pramod Walse  
925-313-1299

cc:

#8252761, which provides technical support services for software for a three-year term. This is the second renewal of Support Service No. #8252761 under the Master Agreement. The items in this Support Service number include license updates and support for the PeopleSoft Human Capital Management for the County's Human Resource system.

BACKGROUND: (CONT'D)

It includes:

- PeopleSoft Enterprise Benefits Administration
- PeopleSoft Enterprise Human Resources
- PeopleSoft Succession Planning
- Oracle User Productivity Kit Professional – Employee
- Oracle User Productivity Kit Professional – UPK Developer
- PeopleSoft Enterprise UPK Human Resources – UPK Module

The thirty-two month cost is \$575,478.26. Oracle will send the County invoices quarterly in arrears. According to the Oracle Master Agreement, the County may terminate the agreement at any time without cause by giving Oracle 30-days prior written notice of such termination.

In accordance with Administrative Bulletin No 611.0, Departments are required to obtain Board approval for costs over \$100,000. The County Administrator's Office has reviewed this request and recommends approval.

CONSEQUENCE OF NEGATIVE ACTION:

Proprietary software; required by the manufacturer to continue use. We would not be able to administer employee benefits without this software.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Discharge of Accountability for Neighborhood Preservation Program Unreconciled Accounts

---

**RECOMMENDATION(S):**

DISCHARGE the Conservation and Development Director of accountability for the collection of the Neighborhood Preservation Program (Community Development Block Grant funds) unreconciled loans receivable balance of \$73,160.69.

**FISCAL IMPACT:**

No General Fund impact. The loans are 100 percent federal Community Development Block Grant funds, Fund #1595 Account 2310.

**BACKGROUND:**

The Department of Conservation and Development administers the Neighborhood Preservation Program (NPP), which is a Community Development Block Grant (CDBG) funded activity. NPP provides low interest loans and grants to low-income households who own and occupy their homes. Funds are used to eliminate conditions that are detrimental to health and safety, and for repairs such as roofing, electrical, plumbing, mechanical, termite repair, lead-based paint mitigation, disability access, and other necessary deferred maintenance repairs. The program promotes the stabilization and enhancement of older neighborhoods in order to encourage a sense of pride in the neighborhood.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Kara Douglas  
925-674-7880

cc:

BACKGROUND: (CONT'D)

The County has been making NPP loans and grants since 1978 using annual allocations of CDBG funds and from loan payments received from prior loans. The majority of loans are deferred for 15 years and are repaid upon sale or refinancing of the home. A few borrowers make monthly payments when the borrower can afford to do so. CDBG funds are granted to the County and do not require repayment. However, the County provides assistance to homeowners as loans and the loan repayments are deposited into a revolving loan fund to assist future homeowners.

In 2006, there was an unreconciled balance of \$195,570. DCD accountants researched all available records, which dated back to FY 1997/98, made adjustments, and reduced the unreconciled balance to \$73,160.69. It is not possible to identify which loans or properties are included and it is not possible to collect any outstanding balance. DCD NPP records otherwise agree with the general ledger. All NPP expenses are reimbursed by the NPP revolving loan fund or the CDBG program so there is no financial impact to the General Fund. [The unreconciled amount affects the County's Comprehensive Annual Financial Report (CAFR) by overstating NPP loan receivables; the recommended action will improve the accuracy of reporting loan receivable balances on the CAFR.]

CONSEQUENCE OF NEGATIVE ACTION:

If the unreconciled balance is not written off, then it will continue as an unreconciled receivable balance.



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Discharge of Accountability for HOME and CDBG Program Uncollectable Loans

---

**RECOMMENDATION(S):**

DISCHARGE the Conservation and Development Director of accountability for the collection of loans receivable balances totaling \$387,724.01 from Community Development Block Grant and HOME Investment Partnerships Act homeowner loans.

**FISCAL IMPACT:**

No fiscal impact to the General Fund. All funds are Community Development Block Grant funds (CFDA#14.218) and HOME Investment Partnerships Act (CFDA 14.239). The total write off amount is \$358,744.01 from Fund 1595, Account 2310; and \$28,980 from Fund 1598, Account 2310.

**BACKGROUND:**

The Department of Conservation and Development administers Community Development Block Grant (CDBG) and HOME Investment Partnerships Act (HOME) programs. DCD has provided loans to homeowners for home rehabilitation (through the Neighborhood Preservation Program, or NPP) and homebuyers for down payment assistance. These loans specifically target households who typically cannot access conventional financing to purchase or repair their homes and are at higher than usual risk for default and foreclosure. The HOME and CDBG loans are typically in a junior lien position to a bank mortgage loan. When a bank forecloses on a home there is often not enough funds to cover the County's debt. The

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Kara Douglas  
674-7880

cc:

BACKGROUND: (CONT'D)

time and cost of attempting to collect the debt directly from the borrower can easily exceed the amount of the loan.

Over the past 12 years, some of the loans have been lost to foreclosure, which is a known and acceptable risk of the CDBG and HOME programs. HOME and CDBG funds are granted to the County and do not require repayment. The County provides assistance to homeowners and homebuyers as loans so that the loan repayments can be used to assist future homeowners and homebuyers.

DCD staff has determined that at least 19 loans have been lost: 16 NPP loans (CDBG funds) totaling \$343,744.01; two American Dream Down payment Assistance loans (ADDI or HOME funds) totaling \$28,980; and one CDBG homebuyer loan for \$15,000. A list of the lost loans is attached. The ADDI program is no longer funded by HUD. The County does not currently have a first-time homebuyer down payment program so there are no new loans. [The lost loan amount affects the County's Comprehensive Annual Financial Report (CAFR) by overstating loan receivables; the recommended action will improve the accuracy of reporting loan receivable balances on the CAFR.]

CONSEQUENCE OF NEGATIVE ACTION:

The receivable loan balances will be overstated by \$387,724.01.

ATTACHMENTS

Lost Loan List

ATTACHMENT A

FIRST NAME	LAST NAME	STREET ADDRESS	CITY	APN	LOAN BALANCE	COMMENTS
<b>NEIGHBORHOOD PRESERVATION PROGRAM</b>						
George	Alexander	1624 1st Street	Richmond	409-060-025	\$ 3,400.00	Foreclosed 12/04/08
Calvin	Bradford	36 Willard Avenue	Richmond	409-021-003	\$ 8,500.00	OWNER AS IRA SERVICES TRUST CO.
Melvin Phillips and Charlie Roosevelt	Calomee	218 Lane Avenue	Bay Point		\$ 24,975.00	Property was sold in a foreclosure auction on 07/17/03.
Vivian	Garcia	414 E Home Street	Oakley	035-152-008	\$ 12,880.00	Property no longer owner-occupied / Change in ownership
George Jr. and Mary Z.	Green	117 Silver Avenue	Richmond	409-200-019	\$ 1,487.26	Property no longer owner-occupied / Change in ownership
	Gutierrez / Mohring				\$ 23,185.00	Not able to find file, cannot locate this loan
Vivian	Howard	5440 Alhambra Valley Road	Martinez	367-191-011	\$ 25,000.00	Foreclosed 10/05/05
Grayce	Leopard	121 Hardy Circle	Pleasant Hill	149-091-033	\$ 14,500.00	Property no longer owner-occupied / Change in ownership
Wilma	Little	253 Pomona Street	Crockett	354-221-019	\$ 40,000.00	LOST THROUGH FORECLOSURE
Eva	Martinez	2802 14th Street	San Pablo	412-141-005	\$ 41,899.75	Property no longer owner-occupied / Change in ownership
Dorothy E.	Quimuyog	16 Amador Avenue	Oakley	035-311-007	\$ 19,431.00	Received a surplus funds claim check of \$1,050.09 in April 2015 to satisfy lien.
Hazel	Ross	525 Jackson Street	Crockett	354-052-013	\$ 10,000.00	Property no longer owner-occupied / Change in ownership
Maria	Rubinstein	2343 22nd Street	San Pablo	412-280-003	\$ 40,000.00	Property no longer owner-occupied / Change in ownership
Veatrice	Turner	217 Rolando Avenue	Brentwood	013-150-020	\$ 5,870.00	Property no longer owner-occupied / Change in ownership
Nathan	Vanek	523 4th Street	Oakley	035-300-002	\$ 33,175.00	Foreclosed 6/11/2015
Mary	Warner	1735 7th Street	Richmond	409-131-023&024	\$ 15,509.00	Property no longer owner-occupied / Change in ownership
Maxine	Williams	311 Grove Avenue	Richmond	409-181-011	\$ 23,932.00	Foreclosure Auction on 07/01/99
<b>AMERICAN DREAM DOWNPAYMENT ASSISTANCE PROGRAM</b>						
Jesse	Wong	269 Franklin Avenue	Bay Point	095-041-028-2	\$ 11,880.00	Foreclosed 11/28/2011
Angelica	Leonor	2005 San Jose Drive, Unit 156	Antioch	076-690-0052	\$ 17,100.00	Foreclosed 08/21/2009
<b>CDBG FIRST TIME HOMEBUYER DOWNPAYMENT ASSISTANCE PROGRAM</b>						
Alicia	Hernandez	2920 Estates Drive #5	Pinole	360-530-052	\$ 15,000.00	Foreclosed 12/16/2009
					\$ 387,724.01	



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 23, 2018

Subject: CONTINUE EXTENSION OF EMERGENCY DECLARATION REGARDING HOMELESSNESS

---

**RECOMMENDATION(S):**

CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County.

Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 14 days until the local emergency is terminated. In no event is the review to take place more than 21 days after the previous review. On October 9, 2018, the Board of Supervisors reviewed and approved the emergency declaration.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, it is appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Julie Enea, (925)  
335-1077

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: August 2018 Operations Update of the Employment and Human Services Department, Community Services Bureau

---

**RECOMMENDATION(S):**

ACCEPT the August 2018 update of the operations of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

**CONSEQUENCE OF NEGATIVE ACTION:**

Not applicable.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Elaine Burres  
608-4960

cc:

ATTACHMENTS

CSB Aug 2018 CAO Report

Csb Aug 2018 HS Fiscal

CSB Aug 2018 EHS Fiscal

CAB Aug 2018 Partnership 1

CSB Aug 2018 Credit Card  
Report

CSB Aug 2018 LIHEAP

CSB Aug 2018 CACFP Report

CSB Aug 2018 Monitoring  
Report

CSB Aug 2018 Menu



To: David Twa, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: August 2018

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### News /Accomplishments

- Our first cohort of 10 Teacher Assistants in our Early Childhood Education Linked Program (aka ECE Linked) began August 28. ECE Linked is our new, innovative partnership with Diablo Valley College (DVC) that is designed for CSB’s Teacher Assistants endeavoring to earn an Associate Teacher Permit and advance their Early Childhood Education career. It is especially designed for those who need ESL support.
- On August 28-31, 2018, EOC secretary, Dawn Miguel, CSB Division Manager, Christina Reich, and CSB Comprehensive Services Manager, Nancy Sparks, attended the Community Action Partnership Convention in Denver, Colorado. The Annual Convention was designed to provide Community Action Agency professionals and board members the latest policy and programmatic updates as well as management and governance tools. The convention featured several intensive sessions that allowed for deeper dives into specific topic areas and peer-to-peer support.
- As of August 20, CSB’s Part-Day/Part-Year Head Start teaching staff returned to their classrooms to prepare for the new school year. Classroom preparations include setting up their classrooms, making home visits and attending in-service trainings. The first day of school for the children will be September 5<sup>th</sup>.
- A pre-service Comprehensive Services training for the part day teaching staff, including home educators, was held on August 22 – August 24. Content area managers for health, mental health, nutrition, and PFCE refreshed the teaching staff on content specific topics relevant to their daily work with the children and families.
- On August 3, CSB and CoCoKids’ staff participated in the FACE-TA Summer Cluster. The cluster was presented by Jamie Smith, who is the consultant for the FACE-TA partnership. The topic focused on and around Father Engagement and the benefits of outdoor play. This wonderful information will be taken back and shared not only with our Family Child Care providers, but also our other partners.
- On August 1, the Annual Comprehensive Services Refresher Training, part II for Comp. Services Team was held at Ellinwood. Training topics included: Health, Mental Health & Disabilities, and Parent, Family, and Community Engagement. All staff actively engaged in group activities and reported learning and benefiting from the training.
- On August 1, CSB teamed up with Contra Costa County’s Health Services Department to develop a wellness promotion initiative to support our Staff Health Improvement Plan, in an effort to create and promote a culture of health in the workplace. Our first partnership activity was held at our August’s All Cluster meeting where two Health Education Specialists provided educational information on nutrition and physical activity.

  
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- On July 31<sup>st</sup>, our Federal Partners joined us for our Annual Childcare Partner Meeting. Each program was represented and information was shared about program updates from each of our content areas. Materials were provided for each site to help support our School Readiness Goals. It was a great experience to have all of our Partners together to share last year's successes and goals for this upcoming year.
- As the Community Action Agency of Contra Costa County, CSB was responsible for reporting on fifty (50) organizational standards that reflected the bureau's accountability and performance management. The organizational standards were separated in three thematic groups; Maximum Feasible Participation, Vision and Direction, and Operations and Accountability. On August 8, 2018, CSB staff submitted the fifty (50) organizational standards report and on August 9, 2018, Field Representative, Katie Walker, notified staff that the organizational standards were accepted at 100%.
- CSB received \$35,000 Community Services Block Grant discretionary dollars to further support low-income individuals and families in Contra Costa County. Items purchased are as follows:
  - Computer / laptops for computer labs
  - Transportation vouchers for Shelter clients
  - Gas gift cards
  - Office furniture
  - Commercial refrigerator
  - Business attire for interviews
  - Food for participants
  - Dining room window repair for dining hall
  - Cold and Hot serving table

**I. Status Updates:**

**a. Caseloads, workload (all programs)**

- Head Start enrollment: 96% (Adjusted for classes in session)
- Early Head Start enrollment: 100.7%
- Early Head Start Child Care Partnership enrollment: 93.06%
- Early Head Start Child Care Partnership # 2 enrollment: 71%
- Head Start Average Daily Attendance: 76.91%
- Early Head Start Average Daily Attendance: 79.2%
- Early Head Start Child Care Partnership Attendance: 79.2%
- Stage 2: 406 families and 653 children
- CAPP: 135 families and 233 children
  - In total: 541 families and 886 children
  - Incoming transfers from Stage 1: 23 families and 33 children
- LIHEAP: 186 households have been assisted
- Weatherization: 13 units

**b. Staffing:**

- During the month of August, CSB hired several temporary teaching staff to maintain a viable pool of substitutes needed for the classrooms. The Bureau is in the process of scheduling interviews for Teacher-Project, Infant/Toddler Teacher-Project, Infant/Toddler Associate Teacher – Project, Associate Teacher-Project, Site Supervisor II and Experienced Level Clerks.

**c. Union Issues:**

- CSB continues to Meet & Confer with Local 1 on negotiating wages for CSB employees represented by the Union effective July 1, 2018. A meeting was scheduled on August 30, 2018 to discuss this matter further.

**II. Emerging Issues and Hot Topics:**

- There are no issues to report at this time.

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 HEAD START PROGRAM**  
July 2018 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
a. PERSONNEL	\$ 2,253,810	\$ 3,954,677	\$ 1,700,867	57%
b. FRINGE BENEFITS	1,412,477	2,519,058	1,106,581	56%
c. TRAVEL	-	-	-	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	100,064	143,000	42,936	70%
f. CONTRACTUAL	1,253,315	7,066,378	5,813,063	18%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	738,063	1,500,246	762,183	49%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 5,757,728</b>	<b>\$ 15,183,359</b>	<b>\$ 9,425,631</b>	<b>38%</b>
j. INDIRECT COSTS	747,210	945,168	197,958	79%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 6,504,938</b>	<b>\$ 16,128,527</b>	<b>\$ 9,623,589</b>	<b>40%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,114,227</i>	<i>\$ 4,032,132</i>	<i>\$ 1,917,905</i>	<i>52%</i>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 HEAD START PROGRAM**  
July 2018 Expenditures

1	2	3	4	5	6	7	8
	Jan-18 thru Mar-18	Apr-18 thru Jun-18	Actual Jul-18	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	923,758	895,050	232,929	2,051,738	3,403,950	1,352,212	60%
Temporary 1013	113,591	76,779	11,703	202,073	550,727	348,654	37%
<b>a. PERSONNEL (Object class 6a)</b>	<b>1,037,349</b>	<b>971,829</b>	<b>244,633</b>	<b>2,253,810</b>	<b>3,954,677</b>	<b>1,700,867</b>	<b>57%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>641,298</b>	<b>613,986</b>	<b>157,193</b>	<b>1,412,477</b>	<b>2,519,058</b>	<b>1,106,581</b>	<b>56%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	19,372	15,144	1,117	35,633	38,000	2,367	94%
2. Child and Family Services Supplies (Includes classroom Sup)	2,641	9,448	-	12,089	35,000	22,911	35%
4. Other Supplies							
Computer Supplies, Software Upgrades, Computer Replace	29	38,180	-	38,209	45,000	6,791	85%
Health/Safety Supplies	3,355	2,204	-	5,559	9,000	3,441	62%
Mental helath/Diasabilities Supplies	-	-	-	-	-	-	-
Miscellaneous Supplies	736	7,166	-	7,901	10,000	2,099	79%
Employee Morale	-	-	-	-	4,000	4,000	0%
Household Supplies	-	674	-	674	2,000	1,326	34%
<b>TOTAL SUPPLIES (6e)</b>	<b>26,132</b>	<b>72,814</b>	<b>1,117</b>	<b>100,064</b>	<b>143,000</b>	<b>42,936</b>	<b>70%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	6,004	15,110	-	21,113	58,000	36,887	36%
Estimated Medical Revenue from Medi-Cal (Org 1432 - cred	-	(367,402)	-	(367,402)	(500,000)	(132,598)	73%
Health Consultant	11,200	14,000	4,480	29,680	45,700	16,020	65%
5. Training & Technical Assistance - PA11							
Interaction	-	-	3,000	3,000	6,000	3,000	50%
Diane Godard (\$50,000/2)	1,600	6,825	250	8,675	15,000	6,325	58%
Josephine Lee (\$35,000/2)	450	1,927	-	2,377	14,300	11,923	17%
Susan Cooke (\$60,000/2)	-	-	-	-	10,400	10,400	-
7. Delegate Agency Costs							
First Baptist Church Head Start PA22	-	1,022,178	(256,387)	765,791	2,101,965	1,336,174	36%
First Baptist Church Head Start PA20	-	-	-	-	8,000	8,000	0%
8. Other Contracts							
FB-Fairgrounds Partnership (Wrap)	11,910	25,348	-	37,258	74,213	36,955	50%
FB-Fairgrounds Partnership	28,800	57,600	-	86,400	183,600	97,200	47%
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	-	-	-
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	18,000	36,000	-	54,000	108,000	54,000	50%
YMCA of the East Bay	-	141,050	94,500	235,550	571,200	335,650	41%
Child Outcome Planning and Administration (COPA/Nulinx)	964	1,928	-	2,892	20,000	17,108	14%
Enhancement/wrap-around HS slots with State CD Program	1,918	514,162	(142,100)	373,980	4,350,000	3,976,020	9%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>80,845</b>	<b>1,468,726</b>	<b>(296,257)</b>	<b>1,253,315</b>	<b>7,066,378</b>	<b>5,813,063</b>	<b>18%</b>
<b>h. OTHER (Object Class 6h)</b>							
2. Bldg Occupancy Costs/Rents & Leases	51,167	73,771	17,931	142,868	216,000	73,132	66%
(Rents & Leases/Other Income)	-	(567)	-	(567)	-	567	-
4. Utilities, Telephone	55,894	77,201	1,104	134,198	295,000	160,802	45%
5. Building and Child Liability Insurance	2,707	-	-	2,707	3,000	294	90%
6. Bldg. Maintenance/Repair and Other Occupancy	7,151	27,811	1,901	36,863	100,000	63,137	37%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	6,497	15,269	972	22,738	50,000	27,262	45%
9. Nutrition Services							
Child Nutrition Costs	39,303	103,983	-	143,286	310,000	166,714	46%
(CCFP & USDA Reimbursements)	-	(57,041)	-	(57,041)	(230,000)	(172,959)	25%
13. Parent Services							
Parent Conference Registration - PA11	784	-	-	784	4,000	3,216	20%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	-	-	1,000	1,000	0%
PC Orientation, Trainings, Materials & Translation - PA11	3,098	3,862	-	6,960	12,700	5,740	55%
Policy Council Activities	21	929	-	949	4,000	3,051	24%
Male Involvement Activities	-	-	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	2,825	-	-	2,825	7,500	4,675	38%
Child Care/Mileage Reimbursement	732	3,202	-	3,935	5,100	1,165	77%
14. Accounting & Legal Services							
Auditor Controllers	-	1,836	-	1,836	2,000	164	92%
Data Processing/Other Services & Supplies	2,870	5,051	-	7,921	15,000	7,079	53%
15. Publications/Advertising/Printing							
Outreach/Printing	-	-	-	-	100	100	0%
Recruitment Advertising (Newspaper, Brochures)	-	1,338	-	1,338	2,500	1,162	54%
16. Training or Staff Development							
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	286	8,482	1,900	10,669	22,098	11,429	48%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	6,403	42,985	3,984	53,373	48,000	(5,373)	111%
Family, Community and Parent Involvement	-	-	-	-	95,000	95,000	0%
17. Other							
Site Security Guards	3,123	12,617	-	15,740	35,000	19,260	45%
Dental/Medical Services	-	-	-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair	13,730	41,891	4,084	59,705	80,000	20,295	75%
Equipment Maintenance Repair & Rental	37,983	70,475	-	108,458	217,000	108,542	50%
Dept. of Health and Human Services-data Base (CORD)	1,825	6,546	-	8,370	12,000	3,630	70%
Field Trips	-	4,855	-	4,855	5,000	145	-
Other Operating Expenses (Facs Admin/Other admin)	13,652	11,642	-	25,294	186,748	161,454	14%
Other Departmental Expenses	-	-	-	-	-	-	-
<b>h. OTHER (6h)</b>	<b>250,051</b>	<b>456,138</b>	<b>31,875</b>	<b>738,063</b>	<b>1,500,246</b>	<b>762,183</b>	<b>49%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>2,035,675</b>	<b>3,583,493</b>	<b>138,560</b>	<b>5,757,728</b>	<b>15,183,359</b>	<b>9,425,631</b>	<b>38%</b>
<b>j. INDIRECT COSTS</b>	<b>238,700</b>	<b>508,511</b>	<b>-</b>	<b>747,210</b>	<b>945,168</b>	<b>197,958</b>	<b>79%</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>2,274,375</b>	<b>4,092,004</b>	<b>138,560</b>	<b>6,504,938</b>	<b>16,128,527</b>	<b>9,623,589</b>	<b>40%</b>
<b>Non-Federal Share (In-kind)</b>	<b>568,594</b>	<b>1,510,993</b>	<b>34,640</b>	<b>2,114,227</b>	<b>4,032,132</b>	<b>1,917,905</b>	<b>52%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 EARLY HEAD START PROGRAM**  
July 2018 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 168,180	\$ 601,077	\$ 432,897	28%
<b>b. FRINGE BENEFITS</b>	98,599	384,355	285,756	26%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	6,737	16,800	10,063	40%
<b>f. CONTRACTUAL</b>	1,812,627	2,292,672	480,045	79%
<b>g. CONSTRUCTION</b>	-	-	-	0%
<b>h. OTHER</b>	29,864	99,983	70,119	30%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 2,116,007	\$ 3,394,887	\$ 1,278,880	62%
<b>j. INDIRECT COSTS</b>	54,978	143,657	88,679	38%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 2,170,985</b>	<b>\$ 3,538,544</b>	<b>\$ 1,367,559</b>	<b>61%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 525,805</i>	<i>\$ 884,636</i>	<i>\$ 358,831</i>	<i>59%</i>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**2018 EARLY HEAD START PROGRAM**  
July 2018 Expenditures

1	2	3	4	5	6	7	8
	Jan-18 thru Mar-18	Apr-18 thru Jun-18	Actual Jul-18	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>							
<b>a. Salaries &amp; Wages (Object Class 6a)</b>							
Permanent 1011	86,807	52,555	11,671	151,033	519,798	368,765	29%
Temporary 1013	7,022	8,256	1,868	17,147	81,279	64,132	21%
<b>a. PERSONNEL (Object class 6a)</b>	<b>93,830</b>	<b>60,811</b>	<b>13,539</b>	<b>168,180</b>	<b>601,077</b>	<b>432,897</b>	<b>28%</b>
<b>b. FRINGE (Object Class 6b)</b>	<b>57,054</b>	<b>34,599</b>	<b>6,945</b>	<b>98,599</b>	<b>384,355</b>	<b>285,756</b>	<b>26%</b>
<b>e. SUPPLIES (Object Class 6e)</b>							
1. Office Supplies	95	4,874	-	4,968	8,000	3,032	62%
2. Child and Family Serv. Supplies/classroom St	-	50	-	50	4,000	3,950	1%
4. Other Supplies	-	-	-	-	-	-	-
Computer Supplies, Software Upgrades, Con	-	339	-	339	2,000	1,661	17%
Health/Safety Supplies	693	-	-	693	1,500	807	46%
Miscellaneous Supplies	-	647	-	647	1,000	353	65%
Household Supplies	-	39	-	39	300	261	-
<b>e. SUPPLIES (Object Class 6e)</b>	<b>788</b>	<b>5,949</b>	<b>-</b>	<b>6,737</b>	<b>16,800</b>	<b>10,063</b>	<b>40%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>							
1. Adm Svcs ( Legal, Accounting, Temporary Cc	-	-	-	-	1,000	1,000	0%
2. Health/Disabilities Services	-	-	-	-	-	-	-
Health Consultant	3,840	6,000	1,920	11,760	19,500	7,740	60%
5. Training & Technical Assistance - PA11	-	-	-	-	-	-	-
Interaction	-	-	-	-	5,500	5,500	0%
Diane Godard	-	-	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	-	-	-	-	5,000	5,000	0%
Susan Cooke (\$60,000/2)	-	-	-	-	6,500	6,500	0%
8. Other Contracts	-	-	-	-	-	-	-
FB-Fairgrounds Partnership	12,000	22,000	-	34,000	84,000	50,000	40%
FB-E. Leland/Mercy Housing Partnership	15,000	75,000	-	90,000	180,000	90,000	50%
Apiranet	81,000	222,000	(20,000)	283,000	388,800	105,800	73%
Crossroads	-	80,000	-	80,000	110,000	30,000	73%
Martinez ECC	16,000	32,000	-	48,000	96,000	48,000	50%
Child Outcome Planning & Admini. (COPA/Ni	199	401	-	600	3,000	2,400	20%
Enhancement/wrap-around HS slots with Sta	407,254	858,013	-	1,265,267	1,385,872	120,605	91%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>535,293</b>	<b>1,295,414</b>	<b>(18,080)</b>	<b>1,812,627</b>	<b>2,292,672</b>	<b>480,045</b>	<b>79%</b>
<b>h. OTHER (Object Class 6h)</b>							
2. Bldg Occupancy Costs/Rents & Leases	143	1,149	-	1,292	1,800	508	72%
(Rents & Leases/Other Income)	-	-	-	-	-	-	-
4. Utilities, Telephone	952	668	-	1,621	5,600	3,979	29%
5. Building and Child Liability Insurance	-	-	-	-	-	-	-
6. Bldg. Maintenance/Repair and Other Occupa	129	274	-	402	7,200	6,798	6%
8. Local Travel (55.5 cents per mile)	614	1,502	-	2,116	6,500	4,384	33%
9. Nutrition Services	-	-	-	-	-	-	-
Child Nutrition Costs	-	569	-	569	1,100	531	52%
(CCFP & USDA Reimbursements)	-	(167)	-	(167)	(800)	(633)	-
13. Parent Services	-	-	-	-	-	-	-
Parent Conference Registration - PA11	-	-	-	-	2,000	2,000	0%
Parent Resources (Parenting Books, Videos	305	80	-	384	2,000	1,616	19%
PC Orientation, Trainings, Materials & Trans	58	953	-	1,011	4,000	2,989	25%
Policy Council Activities	-	-	-	-	1,000	1,000	0%
Parent Activities (Sites, PC, BOS luncheon)	-	-	-	-	500	500	0%
Child Care/Mileage Reimbursement	91	187	-	277	1,500	1,223	18%
14. Accounting & Legal Services	-	-	-	-	-	-	-
Data Processing/Other Services & Supplies	593	1,047	-	1,640	3,200	1,560	51%
15. Publications/Advertising/Printing	-	-	-	-	-	-	-
Recruitment Advertising (Newspaper, Brochu	-	-	-	-	100	100	-
16. Training or Staff Development	-	-	-	-	-	-	-
Agency Memberships (WIPFLI, Meeting Fee	60	221	1,900	2,181	20,200	18,019	11%
Staff Trainings/Dev. Conf. Registrations/Mei	563	6,561	443	7,567	30,244	22,677	25%
17. Other	-	-	-	-	-	-	-
Site Security Guards	-	752	-	752	1,000	248	75%
Vehicle Operating/Maintenance & Repair	1,710	5,558	1,107	8,376	8,000	(376)	105%
Equipment Maintenance Repair & Rental	2	888	-	890	1,000	110	89%
Other Operating Expenses (Facs Admin/Oth	453	502	-	954	3,839	2,885	25%
Other Departmental Expenses	-	-	-	-	-	-	-
<b>h. OTHER (6h)</b>	<b>5,672</b>	<b>20,743</b>	<b>3,450</b>	<b>29,864</b>	<b>99,983</b>	<b>70,119</b>	<b>30%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>692,636</b>	<b>1,417,517</b>	<b>5,854</b>	<b>2,116,007</b>	<b>3,394,887</b>	<b>1,278,880</b>	<b>62%</b>
<b>j. INDIRECT COSTS</b>	<b>21,462</b>	<b>33,516</b>	<b>-</b>	<b>54,978</b>	<b>143,657</b>	<b>88,679</b>	<b>38%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>714,098</b>	<b>1,451,033</b>	<b>5,854</b>	<b>2,170,985</b>	<b>3,538,544</b>	<b>1,367,559</b>	<b>61%</b>
<b>Non-Federal Match (In-Kind)</b>	<b>178,525</b>	<b>345,817</b>	<b>1,463</b>	<b>525,805</b>	<b>884,636</b>	<b>358,831</b>	<b>59%</b>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP #1**  
July 2018 Expenditures

1 DESCRIPTION	2 YTD Actual	3 Total Budget	4 Remaining Budget	5 % YTD
<b>a. PERSONNEL</b>	\$ 32,202	\$ 297,675	\$ 265,473	11%
<b>b. FRINGE BENEFITS</b>	18,084	206,426	188,342	9%
<b>c. TRAVEL</b>	-	-	-	0%
<b>d. EQUIPMENT</b>	-	-	-	0%
<b>e. SUPPLIES</b>	7,069	6,900	(169)	102%
<b>f. CONTRACTUAL</b>	-	467,260	467,260	0%
<b>g. CONSTRUCTION</b>			-	0%
<b>h. OTHER</b>	4,027	74,699	70,672	5%
<b>I. TOTAL DIRECT CHARGES</b>	\$ 61,381	\$ 1,052,960	\$ 991,579	6%
<b>j. INDIRECT COSTS</b>	-	66,120	66,120	0%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<u>\$ 61,381</u>	<u>\$ 1,119,080</u>	<u>\$ 1,057,699</u>	<u>5%</u>
<i>In-Kind (Non-Federal Share)</i>	<u>\$ 15,345</u>	<u>\$ 279,770</u>	<u>\$ 264,425</u>	<u>5%</u>

CONTRA COSTA COUNTY  
COMMUNITY SERVICES BUREAU  
**EARLY HEAD START- CC PARTNERSHIP #1**  
July 2018 Expenditures

1	2	3	4	5	6
	Actual Jul-18	Total YTD Actual	Total Budget	Remaining Budget	% YTD
<b>Expenditures</b>					
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	31,323	31,323	294,675	263,352	11%
Temporary 1013	879	879	3,000	2,121	
<b>a. PERSONNEL (Object class 6a)</b>	<b>32,202</b>	<b>32,202</b>	<b>297,675</b>	<b>265,473</b>	<b>11%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>					
Fringe Benefits	18,084	18,084	206,426	188,342	9%
<b>b. FRINGE (Object Class 6b)</b>	<b>18,084</b>	<b>18,084</b>	<b>206,426</b>	<b>188,342</b>	<b>9%</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	-	-	500	500	0%
2. Child and Family Serv. Supplies/classroom Supplies	5,318	5,318	3,300	(2,018)	161%
4. Other Supplies					
Computer Supplies, Software Upgrades, Comp Replac	-	-	1,000	1,000	0%
Miscellaneous Supplies	-	-	100	100	0%
Household Supplies	1,751	1,751	2,000	249	88%
<b>e. SUPPLIES (Object Class 6e)</b>	<b>7,069</b>	<b>7,069</b>	<b>6,900</b>	<b>(169)</b>	<b>102%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contrac	-	-	8,000	8,000	0%
5. Training & Technical Assistance - PA11	-	-	-	-	
8. Other Contracts	-	-	312,000	312,000	0%
Contra Costa Child Care Council	-	-	15,000	15,000	0%
First Baptist (20 slots x \$450)	-	-	12,260	12,260	0%
Child Outcome Planning and Administration (COPA/Nt	-	-	120,000	120,000	0%
Enhancement/wrap-around HS slots with State CD Prc	-	-	-	-	
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>-</b>	<b>-</b>	<b>467,260</b>	<b>467,260</b>	<b>0%</b>
<b>h. OTHER (Object Class 6h)</b>					
2. Bldg Occupancy Costs/Rents & Leases	2,286	2,286	15,000	12,714	15%
(Rents & Leases/Other Income)	-	-	-	-	
4. Utilities, Telephone	-	-	18,000	18,000	0%
5. Building and Child Liability Insurance	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupancy	-	-	2,000	2,000	0%
7. Incidental Alterations/Renovations	-	-	-	-	
8. Local Travel (54 cents per mile)	72	72	2,800	2,728	3%
13. Parent Services	-	-	-	-	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreci	-	-	200	200	
Child Care/Mileage Reimbursement	-	-	-	-	
14. Accounting & Legal Services					
Audit	-	-	-	-	
Legal (County Counsel)	-	-	500	500	0%
Auditor Controllers	-	-	1,000	1,000	0%
Data Processing/Other Services & Supplies	-	-	1,000	1,000	0%
15. Publications/Advertising/Printing	-	-	-	-	
Outreach/Printing	-	-	-	-	
Recruitment Advertising (Newspaper, Brochures)	-	-	100	100	
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA	-	-	-	-	
Staff Trainings/Dev. Conf. Registrations/Membership:	1,668	1,668	25,907	24,239	6%
17. Other					
Vehicle Operating/Maintenance & Repair	-	-	1,000	1,000	0%
Equipment Maintenance Repair & Rental	-	-	3,000	3,000	0%
Dept. of Health and Human Services-data Base (CORI	-	-	-	-	
Other Operating Expenses (Facs Admin/Other admin)	-	-	4,192	4,192	0%
<b>h. OTHER (6h)</b>	<b>4,027</b>	<b>4,027</b>	<b>74,699</b>	<b>70,672</b>	<b>5%</b>
<b>I. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>61,381</b>	<b>61,381</b>	<b>1,052,960</b>	<b>991,579</b>	<b>6%</b>
<b>j. INDIRECT COSTS</b>	<b>-</b>	<b>-</b>	<b>66,120</b>	<b>66,120</b>	<b>0%</b>
<b>k. TOTALS - ALL BUDGET CATEGORIES</b>	<b>61,381</b>	<b>61,381</b>	<b>1,119,080</b>	<b>1,057,699</b>	<b>5%</b>
<b>Non-federal Match In-Kind</b>	<b>15,345</b>	<b>15,345</b>	<b>279,770</b>	<b>264,425</b>	<b>5%</b>

## SUMMARY CREDIT CARD EXPENDITURE

Agency: Community Services Bure

Month:            July 2018

Credit Card:    Visa/U.S. Bank

Fund Org	Acct. code	Stat. Date	Card Account #
1432	2100	7/23/2018	xxxx1907
1417	2100	7/23/2018	xxxx1907
1805	2100	7/23/2018	xxxx1907
1461	2100	7/23/2018	xxxx1907
1432	2102	7/23/2018	xxxx4959
1432	2102	7/23/2018	xxxx8777
1432	2102	7/23/2018	xxxx8777
1432	2102	7/23/2018	xxxx8777
1464	2102	7/23/2018	xxxx1416
1805	2132	7/23/2018	xxxx1907
1434	2200	7/23/2018	xxxx0494
1517	2200	7/23/2018	xxxx0220
1461	2260	7/23/2018	xxxx4959
1461	2303	7/23/2018	xxxx4959

1434	2303	7/23/2018	xxxx4959
1407	2303	7/23/2018	xxxx4959
1464	2303	7/23/2018	xxxx4959
1461	2303	7/23/2018	xxxx1907
1461	2303	7/23/2018	xxxx2364
1464	2303	7/23/2018	xxxx2364
1464	2303	7/23/2018	xxxx1416
1432	2303	7/23/2018	xxxx8798
1461	2303	7/23/2018	xxxx8798
1417	2303	7/23/2018	xxxx8798
1417	2303	7/23/2018	xxxx1899
1461	2303	7/23/2018	xxxx1899
1464	2467	7/23/2018	xxxx4959
1407	2467	7/23/2018	xxxx4959
1464	2467	7/23/2018	xxxx1907
1432	2477	7/23/2018	xxxx8777
1464	2477	7/23/2018	xxxx8777
1432	2477	7/23/2018	xxxx8777
1530	2477	7/23/2018	xxxx0494
1432	2477	7/23/2018	xxxx0220
1401	2479	7/23/2018	xxxx1899
1464	2490	7/23/2018	xxxx4959
1432	2490	7/23/2018	xxxx8777
1417	2490	7/23/2018	xxxx8777
1432	2490	7/23/2018	xxxx3838
1417	2490	7/23/2018	xxxx3838
1423	2490	7/23/2018	xxxx3838

au

Authorized Users

C. Rand, Bureau Dir	xxxx8798
K. Mason, Div Mgr	xxxx2364
C. Reich, Div Mgr	xxxx4959
S. Kim, Sr. Bus. Systems Analyst	xxxx1907
C. Johnson, AD	xxxx0220
M. Bedros, AD	xxxx1416
A. Wells, AD	xxxx8777
P. Arrington, AD	xxxx3838
I. Renggenathen, AD	xxxx0494
R. Radeva, PSA III	xxxx1899
Corporate Acct. Number	xxxx5045

Amount	Program	Purpose/Description
649.81	HS Basic Grant	Office Exp
649.82	Child Care Svs Program	Office Exp
380.54	CSPP Full Day/HS Enhanced	Office Exp
97.80	EHS-Child Care Partnership	Office Exp
<b>\$ 1,777.97</b>		
117.96	HS Basic Grant	Books, Periodicals
10.43	HS Basic Grant	Books, Periodicals
(10.13)	HS Basic Grant	Books, Periodicals
784.11	HS Basic Grant	Books, Periodicals
20.00	EHS-Child Care Partnership #2	Books, Periodicals
<b>\$ 922.37</b>		
7,191.84	CSPP Full Day/HS Enhanced	Minor Computer Equip
<b>\$ 7,191.84</b>		
300.00	Head Start T & TA	Memberships
100.00	Los Arboles Site Costs	Memberships
<b>\$ 400.00</b>		
45.00	EHS-Child Care Partnership	Rents & Leases - Property
<b>\$ 45.00</b>		
396.78	EHS-Child Care Partnership	Other Travel Employees

(715.30)	Head Start T & TA	Other Travel Employees
431.94	Comm. Svc Block Grant	Other Travel Employees
215.97	EHS-Child Care Partnership #2	Other Travel Employees
50.00	EHS-Child Care Partnership	Other Travel Employees
843.70	EHS-Child Care Partnership	Other Travel Employees
1,029.66	EHS-Child Care Partnership #2	Other Travel Employees
634.44	EHS-Child Care Partnership #2	Other Travel Employees
1,150.80	HS Basic Grant	Other Travel Employees
2,339.98	EHS-Child Care Partnership	Other Travel Employees
472.22	Child Care Svs Program	Other Travel Employees
1,096.09	Child Care Svs Program	Other Travel Employees
1,746.64	EHS-Child Care Partnership	Other Travel Employees
<b>\$ 9,692.92</b>		
750.00	EHS-Child Care Partnership #2	Training & Registration
1,500.00	Comm. Svc Block Grant	Training & Registration
790.00	EHS-Child Care Partnership #2	Training & Registration
<b>\$ 3,040.00</b>		
223.45	HS Basic Grant	Educational Supplies
135.60	EHS-Child Care Partnership #2	Educational Supplies
(87.85)	HS Basic Grant	Educational Supplies
57.01	FACS Mental Health Program	Educational Supplies
123.37	HS Basic Grant	Educational Supplies
<b>\$ 451.58</b>		
2,328.28	Indirect Admin Costs	Other Special Dpmtal Exp
<b>\$ 2,328.28</b>		
173.94	EHS-Child Care Partnership #2	Misc Services/Supplies
303.85	HS Basic Grant	Misc Services/Supplies
1,773.36	Child Care Svs Program	Misc Services/Supplies
449.00	HS Basic Grant	Misc Services/Supplies
112.20	Child Care Svs Program	Misc Services/Supplies
42.36	HS Parent Services	Misc Services/Supplies
<b>\$ 2,854.71</b>		
<b>\$ 28,704.67</b>		

**CAO Monthly Report  
 CSBG and Weatherization Programs  
 Year-to-Date Expenditures  
 As of July 31, 2018**

**1. 2018 LIHEAP WX**

Contract # 18B-4005  
 Term: Oct. 1, 2017 - July 31, 2019  
 Amount: WX \$ 820,563

Total Contract	\$ 820,563
Expenditures	(480,578)
Balance	<u>\$ 339,985</u>
Expended	59%

**2. 2018 LIHEAP ECIP/EHA 16**

Contract # 18B-4005  
 Term: Oct. 1, 2017 - July 31, 2019  
 Amount: EHA 16 \$ 790,670

Total Contract	\$ 790,670
Expenditures	(468,134)
Balance	<u>\$ 322,536</u>
Expended	59%

**4. 2018 COMMUNITY SERVICES BLOCK GRANT (CSBG)**

Contract # 18F-5007  
 Term: Jan. 1, 2018 - December 31, 2018  
 Amount: \$ 838,958

Total Contract	\$ 838,958
Expenditures	(306,236)
Balance	<u>\$ 532,722</u>
Expended	37%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
 COMMUNITY SERVICES BUREAU  
 CHILD NUTRITION FOOD SERVICES  
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
 FY 2017-2018

Month covered	2018 June
Approved sites operated this month	13
Number of days meals served this month	21
Average daily participation	532
<b>Child Care Center Meals Served:</b>	
Breakfast	9,399
Lunch	11,179
Supplements	8,396
Total Number of Meals Served	<u>28,974</u>

## **Community Services Bureau Monitoring Report Summary August 2018**

**Description:** Community Services Bureau implements a process of ongoing monitoring of its operations and services that includes: (1) using measures, tools, or procedures to implement the system of ongoing monitoring; (2) assigning staff and consultants to the ongoing monitoring of each service; (3) collecting, analyzing and reporting on the program's progress towards its own goals for quality; and (4) following-up on and correcting any weaknesses identified through ongoing monitoring.

This summary report reflects the compiled results of the monitoring conducted for the period of January 2018 through June 2018.

### **Summary of Monitoring Activities:**

Monitoring was conducted for directly operated CSB centers, partner agency centers, and the Delegate Agency, First Baptist Head Start. This report highlights the monitoring results in the areas of Center Monitoring, Need and Eligibility, Comprehensive Services, Education, and Classroom Assessment Scoring System (CLASS) for preschool classrooms.

Data sources utilized by the team included: child and family files, classroom observations, CLOUDS database reports, and parent and staff interviews.

- **367** child and family files reviewed
- **20** classrooms sampled for center monitoring
- **52** directly operated, partner and delegate agency infant, toddler, and preschool classroom environments observed
- **30** classrooms received CLASS Observations completed between March-April

## Center Monitoring

### Top 3 Strengths:

- All staff and children in attendance are signed into CLOUDS.
- Head counts are completed, current and accurate; counts in binder are complete.
- Daily health checks are evident as children arrive.

### Areas Needing Improvement:

- Current emergency cards are readily available in one place.
- Parent committee meets monthly - minutes & agendas are available and posted.
- Required emergency drills are conducted monthly.

### Corrective Actions:

Corrective actions were taken and validated.

## NEED AND ELIGIBILITY

### Top 3 Strengths:

- Child meets eligibility criteria established by the funding source(s).
- Child and Family Files are locked to ensure confidentiality.
- Files are organized in accordance with cover sheets.

### Areas Needing Improvement:

- Family Handbook receipt complete, signed and updated annually.
- Admission Agreement is complete, signed, updated, and hours match CLOUDS, (S) NOA, and CD 9600/9600S.
- Income eligibility is current, correct, verified and matches CLOUDS.

### Corrective Actions:

Corrective actions were taken and validated.

## COMPREHENSIVE SERVICES

### Top 3 Strengths:

- All subsequent sensory screenings for returning children are completed per the EPSDT Schedule.
- Response to referral (CSB502) in file and documented in CLOUDS, including giving copy of parent's rights.
- At minimum, one Family Meeting is completed if family expressed concerns "In-Crisis".

### Areas Needing Improvement:

- Ensure up-to-date child health status. Health Examination - Well Child Check (CSB207) is current, completed, signed, date stamped with the date.
- CLOUDS Health History including the consents section is completed.
- (F, P/S) Dental exam is current, completed, signed, date stamped with the date received/reviewed and entered in CLOUDS.

### Corrective Actions:

Corrective actions were taken and validated.

## EDUCATION FILE

### Top 3 Strengths:

- Education referrals, family meetings, and re-screenings are documented in file and CLOUDS.
- Home Base Only: Home Visit Report.
- Toddler Transition Plan: IFSP information is included.

### Areas Needing Improvement:

- ASQ-3 Screening is conducted for newly enrolled children only within 45 days and form is completed, scored, signed, and in file and CLOUDS.
- (ASQ-SE) is conducted for newly enrolled children within 45 days during home visit with parent

and completed in file and on CLOUDS.

- Parent Conferences: First (90 days) and included individualized goals for child and parent/child home activities.

**Corrective Actions:**

Corrective actions were taken and validated.

**PRESCHOOL EDUCATION ENVIRONMENT**

**Top 3 Strengths:**

- **Personal Care Routines:** Greeting/Departing
- **Interaction:** Staff-Child Interactions
- **Program Structure:** Group Time

**Areas Needing Improvement:**

- **Space and Furnishing:** Child-related display
- **Personal Care Routines:** Toileting/Diapering
- **Language Reasoning:** Using language to develop reasoning skills

**Corrective Actions:**

Corrective action plans were developed and validated.

**INFANT/TODDLER EDUCATION ENVIRONMENT**

**Top 3 Strengths:**

- **Activities:** Fine Motor Skills & Art
- **Personal Care Routines:** Greeting/Departing
- **Listening and Talking:** Books

**Areas Needing Improvement:**

- **Personal Care Routines:** Diapering/Toileting

**Corrective Actions:**

Corrective action plans were developed and validated.

**CLASS**

Domain	CSB Average Score	CSB Threshold	Federal Threshold <small>Based on lowest 10% of CLASS Scores of programs reviewed in 2017.</small>
Emotional Support	6.51	6	5.7024
Classroom Organization	6.06	6	5.3264
Instructional Support	2.94	3	2.3095

CSB average scores exceed current Designation Renewal System threshold.

# August 2018 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p><b>ALL BREAKFAST &amp; LUNCH SERVED WITH ¾ c. 1% LOW-FAT MILK</b></p> <p>*Indicates vegetable included in main dish</p> <p><b>WATER IS OFFERED THROUGHOUT THE DAY</b></p>		<p><b>1</b> <u>BREAKFAST</u> ½ c. Fresh Gala Apple ¼ c. Rice Chex Cereal</p> <p><u>LUNCH</u> 1½ ozs. <i>TURKEY HAM &amp; CHEESE</i> Mayo &amp; Mustard Dressing ¼ c. Broccoli Florets/Ranch Dressing ¼ c. Fresh Strawberries 1 sl. Whole Wheat Bread</p> <p><u>PM SNACK</u> ¼ c. Plain Low-Fat Yogurt ½ c. Mixed Fruit</p>	<p><b>2</b> <u>BREAKFAST</u> 1 ea. Fresh Banana ½ sl. Whole Wheat Cinnamon Bread</p> <p><u>LUNCH</u> 1 ea. <i>TURKEY WRAP/LOW-FAT CREAM CHEESE</i> ¼ c. Spinach Leaves, Shredded Carrots &amp; Bell Peppers ¼ c. Fresh Peach 1 ea. Whole Wheat Tortilla</p> <p><u>PM SNACK</u> 2 pkgs. Wheat Crackers ½ c. Fresh Kiwi</p>	<p><b>3</b> <u>BREAKFAST</u> ½ c. Fresh Strawberries ¼ c. Cheerios</p> <p><u>LUNCH</u> 1½ ozs. <i>TURKEY HOAGIE SANDWICH</i> Mayo &amp; Mustard Dressing ¼ c. Zucchini Sticks ¼ c. Fresh Nectarine</p> <p><u>PM SNACK</u> ½ c. Fresh Apple 1 tbsp. Sunbutter</p> 
<p><b>6</b> <u>BREAKFAST</u> ½ c. Fresh Apple ¼ c. Corn Chex Cereal</p> <p><u>LUNCH</u> 1 c. *<i>WHOLE GRAIN ROTINI &amp; CHEESE</i> ¼ c. Rainbow Cole Slaw ¼ c. Fresh Orange</p> <p><u>PM SNACK</u> ½ c. Carrots &amp; Celery Sticks ¼ c. Cottage Cheese</p> 	<p><b>7</b> <u>BREAKFAST</u> ½ c. Fresh Kiwi ½ c. Bran Cereal</p> <p><u>LUNCH</u> 1 oz. <i>GROUND TURKEY ½ oz. CHEESE</i> ¼ c. Lettuce &amp; Tomatoes ¼ c. Fresh Strawberries 2 ea. Mini Corn Tortillas</p> <p><u>PM SNACK</u> ¼ c. <i>FRIENDS TRAIL MIX</i> (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) ½ c. 1% Low-Fat Milk</p>	<p><b>8</b> <u>BREAKFAST</u> 1 ea. Fresh Banana ¼ c. Cornflakes</p> <p><u>LUNCH</u> ½ c. *<i>TURKEY SPAGHETTI</i> (ground turkey, tomato paste, onions with whole wheat spaghetti) ¼ c. Fresh Apple</p> <p><u>PM SNACK</u> ½ c. Fresh Broccoli &amp; Cauliflower/Ranch Dip 6 ea. Wheat Thin Crackers</p>	<p><b>9</b> <u>BREAKFAST</u> ½ c. Fresh Orange ½ ea. English Muffin/Cream Cheese</p> <p><u>LUNCH</u> 1 ea. *<i>MEXICAN PIZZA</i> (refried beans, tomato paste, chunky salsa) ½ oz. Shredded Mozzarella Cheese ¼ c. Fresh Cantaloupe 1 ea. Whole Wheat Tortilla</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> <b>FRUITY SUNBUTTER PITAS</b> 1 tbsp. Sunbutter ¼ c. Fresh Banana &amp; ¼ c. Fresh Apple</p>	<p><b>10</b> <u>BREAKFAST</u> ½ c. Mango Chunks ¼ c. Rice Chex Cereal</p> <p><u>LUNCH</u> 1½ ozs. <i>TURKEY BREAST &amp; CHEDDAR CHEESE</i> Mayo &amp; Mustard Dressing ¼ c. Green Leaf Lettuce &amp; Tomato Slice ¼ c. Fresh Strawberries 1 sl. Whole Wheat Bread</p> <p><u>PM SNACK</u> ¼ c. Cottage Cheese ½ c. Pineapple Tidbits</p>
<p><b>13</b> <u>BREAKFAST</u> ½ c. Fresh Orange ¼ c. Corn Chex Cereal</p> <p><u>LUNCH</u> ¾ c. *<i>VEGETABLE CHILI</i> (kidney beans, tomatoes, bulgur wheat, yogurt, &amp; cheddar cheese) ¼ c. Fresh Apple 1 ea. Whole Wheat Tortilla</p> <p><u>PM SNACK</u> 6 ea. Wheat Thin Crackers 1 ea. String Cheese</p>	<p><b>14</b> <u>BREAKFAST</u> ½ c. Fresh Kiwi ½ ea. Whole Wheat English Muffin/Cream Cheese</p> <p><u>LUNCH</u> 1½ oz. <i>TURKEY TACOS WITH CHEESE</i> ¼ c. Shredded Lettuce &amp; Tomatoes ¼ c. Mango Chunks 2 ea. Mini Corn Tortilla</p> <p><u>PM SNACK</u> ½ c. Cucumber Slices &amp; Carrot Sticks ¼ c. Cottage Cheese Ranch Dip</p>	<p><b>15</b> <u>BREAKFAST</u> 1 ea. Fresh Banana ¼ c. Kix Cereal</p> <p><u>LUNCH</u> 1 ½ ozs. <i>OVEN BAKED CHICKEN</i> ¼ c. Broccoli Florets/Ranch Dressing ¼ c. Fresh Peach ¼ c. Spanish Quinoa</p> <p><u>PM SNACK</u> ½ c. Fresh Orange 1 ea. Hard Boiled Egg</p> 	<p><b>16</b> <u>BREAKFAST</u> ½ c. Fresh Strawberries ½ sl. Whole Wheat Cinnamon Bread 1 ea. Turkey Sausage</p> <p><u>LUNCH</u> ¾ c. <i>SEASONED BLACK EYE PEAS</i> ¼ c. Collard Greens 1 sl. Fresh Honeydew Melon 1 sq. Homemade Whole Wheat Cornbread</p> <p><u>PM SNACK</u> ½ c. Cauliflower Florets &amp; Zucchini Sticks/Ranch Dressing 2 pkgs. Wheat Crackers</p>	<p><b>17</b> <u>BREAKFAST</u> 1 ea. Fresh Banana ¼ c. Cheerios</p> <p><u>LUNCH</u> 1½ ozs. <i>TURKEY &amp; SWISS CHEESE</i> Mayo &amp; Mustard Dressing ¼ c. Green Leaf Lettuce &amp; Tomato Slice ¼ c. Fresh Apple 1 sl. Whole Wheat Bread</p> <p><u>PM SNACK – NUTRITION EXPERIENCE</u> <b>ANTS ON A LOG</b> ¼ c. Celery Sticks 2 tbsp. Sunbutter ( Raisins) ½ c. 1% Low-Fat Milk</p> 
<p><b>20</b> <u>BREAKFAST</u> ½ c. Fresh Kiwi ¼ c. Corn Chex Cereal</p> <p><u>LUNCH</u> 1 ea. *<i>SOUTHWEST VEGGIE WRAP</i> (coleslaw mix, cucumbers, black beans, salsa, romaine, spinach, and cheddar cheese) ¼ c. Fresh Strawberries 1 ea. Whole Wheat Tortilla</p> <p><u>PM SNACK</u> ½ c. Fresh Apple 1 tbsp. Sunbutter</p> 	<p><b>21</b> <u>BREAKFAST</u> ½ c. Fresh Orange ½ ea. Whole Wheat Bagel/Cream Cheese</p> <p><u>LUNCH</u> 1½ ozs. <i>SLOPPY JOE</i> (ground turkey) ¼ c. Spinach Salad With Raspberry Dressing 1 sl. Fresh Honeydew Melon 1-Whole Wheat Hamburger bun</p> <p><u>PM SNACK</u> 1 pkg. Goldfish Pretzel Crackers ½ c. 1% Low-Fat Milk</p>	<p><b>22</b> <u>BREAKFAST</u> ½ c. Pineapple Chunks 1 sq. Homemade Zucchini Bread</p> <p><u>LUNCH</u> 1 c. *<i>STIR-FRY CHICKEN</i> (diced chicken, shredded cabbage, carrots, &amp; whole wheat spaghetti) ¼ c. Fresh Peach</p> <p><u>PM SNACK</u></p> <p><b>EARLY CLOSURE</b></p>	<p><b>23</b> <u>BREAKFAST</u> 1 ea. Fresh Banana ¼ c. Cinnamon Oatmeal With Vanilla &amp; Raisins</p> <p><u>LUNCH</u> 1 ea. *<i>MEXICAN PIZZA</i> (refried beans, tomato paste, salsa, &amp; mozzarella cheese) ¼ c. Fresh Kiwi 1 ea. Whole Wheat Flour Tortilla</p> <p><u>PM SNACK</u> ½ c. Cucumber &amp; Tomato Salad With Italian Dressing 2 pkgs. Wheat Crackers</p>	<p><b>24</b> <u>BREAKFAST</u> ½ c. Fresh Apricot ½ sl. Whole Wheat Toast ¼ c. Scrambled Eggs &amp; Turkey Ham</p> <p><u>LUNCH</u> 1½ ozs. <i>CURRY CHICKEN SALAD</i> ¼ c. Baby Carrots (No Dressing) ¼ c. Fresh Strawberries ½ ea. Whole Wheat Pita Bread</p> <p><u>PM SNACK</u> ¼ c. Homemade Pico De Gallo 5 ea. W. G. Corn Tortilla Chips ½ c. 1% Low-Fat Milk</p> 
<p><b>27</b> <u>BREAKFAST</u> ½ c. Fresh Apple ¼ c. Kix Cereal</p> <p><u>LUNCH</u> ¾ c. *<i>SANTA FE RICE &amp; BEANS</i> (pinto beans, tomatoes, salsa, cheese, sour cream, &amp; brown rice) ¼ c. Fresh Kiwi</p> <p><u>PM SNACK</u> 1 pkg. Cheese Crackers ½ c. 1% Low-Fat Milk</p>	<p><b>28</b> <u>BREAKFAST</u> ½ c. Fresh Nectarine ¼ c. Bran Cereal</p> <p><u>LUNCH</u> 1 c. *<i>WHITE CHICKEN CHILI</i> ¼ c. Fresh Strawberries 6 ea. Whole Grain Corn Tortilla Chips</p> <p><u>PM SNACK</u> 1 pkg. Animal Crackers ½ c. 1% Low-Fat Milk</p>	<p><b>29</b> <u>BREAKFAST</u> 1 ea. Fresh Banana ¼ c. Cheerios Cereal</p> <p><u>LUNCH</u> ½ c. <i>RED POZOLE SOUP</i> (diced chicken, tomato paste, hominy) ¼ c. Shredded Cabbage &amp; Cilantro ¼ c. Mango Chunks 1 ea. Whole Wheat Tortilla</p> <p><u>PM SNACK</u> ¼ c. Low-Fat Plain Yogurt ½ c. Mixed Fruit</p> 	<p><b>30</b> <u>BREAKFAST</u> ½ c. Fresh Orange ½ ea. Whole Wheat Bagel/Cream Cheese</p> <p><u>LUNCH</u> 1½ ozs. <i>ROASTED TURKEY &amp; CHEESE</i> Mayo Mustard Dressing ¼ c. Sesame Colelaw ¼ c. Fresh Apricot 1 sl. Whole Wheat Bread</p> <p><u>PM SNACK</u> ½ c. Cucumber &amp; Carrot Sticks/Ranch Dressing ½ c. 1% Low-Fat Milk</p>	<p><b>31</b> <u>BREAKFAST</u> ½ c. Fresh Peach ¼ c. Rice Chex Cereal</p> <p><u>LUNCH</u> 1½ ozs. <i>TUNA SALAD</i> (tuna, eggs, mayo, relish, celery, onions) ¼ c. Spring Salad Mix/Italian Dressing ¼ c. Fresh Strawberries 1 sl. Whole Wheat Bread</p> <p><u>PM SNACK</u> ½ c. <i>LETS GO FISHING TRAIL MIX</i> (corn chex, pretzels, fish &amp; cheese crackers) ½ c. 1% Low-Fat Milk</p> 



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Approval of HOME Loan Legal Documents for the Antioch Scattered Site Renovation Project

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**RECOMMENDATION(S):**

In the matter of restructuring two HOME Investment Partnerships Act (HOME) loans and making a new HOME loan of \$1,300,000 to Antioch Recap, L.P. to acquire and rehabilitate the Antioch Scattered Site Renovation project that consists of Pinecrest and Terrace Glen Apartments in Antioch:

1. FIND that this project is categorically exempt per Section 15301 of the California Environmental Quality Act (CEQA);
2. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents to effect the loan;
3. DIRECT the Director of Conservation and Development to file a Notice of Exemption for the Antioch Scattered Site Renovation project with the County Clerk; and
4. DIRECT the Director of Conservation and Development, or designee, to arrange for payment of the \$50 handling fee to the County Clerk for filing such Notice of Exemption.

**FISCAL IMPACT:**

No General Fund impact. The loan will be funded with HOME Investment Partnerships Act (CFDA #14.239) funds, which are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD).

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: June McHuen, Deputy

Contact: Kristen Lackey, (925) 674-7793

cc:

## BACKGROUND:

The Antioch Scattered Site Renovation project (the “Project”) consists of the acquisition and rehabilitation of Pinecrest and Terrace Glen apartment complexes (described below). The two properties are being combined into a single development for the purposes of financing. The two complexes together provide a large enough project to attract a favorable interest rate on construction financing and an adequate value on low income housing tax credits. Terrace Glen is currently owned by Resources for Community Development (RCD) and Pinecrest is owned by a limited partnership affiliate of RCD. Both apartment complexes have existing County HOME Investment Partnerships Act (HOME) loans.

The County actions needed to implement the proposed refinancing and rehabilitation include restructuring the existing debt (\$856,000 HOME loan on Terrace Glen and \$625,000 HOME loan on Pinecrest), loaning additional HOME funds in the amount of \$1.3 million, and setting a new 55-year term of affordability. Project specifics for each apartment complex are summarized at the end of the Background section.

The existing loans terms are both 3% simple annual interest with a term of 55 years. The loan repayment was deferred until the end of the term unless there was surplus cash flow in any year of operation. There were no payments for Pinecrest and only \$3,606 for Terrace Glen. Accrued interest to date for each loan will be added to the associated outstanding principal amounts to constitute new principal amounts for each apartment complex. The restructured loans will have a new 55-year term and carry the applicable federal interest rate at the time of transaction closing (2.99% in October 2018) with the same deferred payment/surplus cash flow repayment structure. The existing Regulatory Agreements that establish affordability commitments will be modified and updated to reflect the new terms.

The new \$1.3 million HOME allocation for this project was approved by the Board on June 26, 2018 (C.170) following a recommendation from the Affordable Housing Advisory Committee. As with the restructured loans, the loan repayment is deferred for 55 years unless there is surplus cash flow in any year of operation. This loan will bear zero percent interest in order to maximize new equity investment in the project.

All three of the loans will be included in one development loan agreement with a 55-year term. New Regulatory Agreements will be recorded on each property to reflect the additional HOME units resulting from the new loan. The legal documents associated with this transaction are attached in substantially finalized form and will be executed in a form approved by County Counsel.

In addition to the HOME loans, the project will be funded with tax-exempt bonds issued by the County (a separate item on this October 16, 2018 Board agenda addresses the bonds), low-income housing tax credits, and City of Antioch CDBG funds. The total development cost is \$20.6 million.

The project sponsor is Antioch Recap, L.P., a limited partnership comprised of RCD GP III, LLC as the managing general partner and Red Stone Equity Partners LLC as the tax credit equity investor. RCD is the sole member of RCD GP III LLC, and is a well-respected non-profit developer of affordable housing with extensive experience in Contra Costa County.

The HOME loans will be subordinate to the bond loan and the County may be requested to sign estoppel agreements to that effect. This action of the Board includes authorization of the DCD Director to execute estoppel and subordination agreements consistent with the subordination terms included in the Development Loan Agreement.

Due to the high construction costs and limited revenue from the restricted rents, the total amount of the

financing provided to the project will likely exceed the value of the completed project. Even though the proposed equity investment from low income housing tax credits is substantial compared to the amount of long term debt, the partnership agreement will have numerous safeguards of the investor's equity. These safeguards essentially subordinate the County's debt to the investor's equity. Therefore, the County HOME funds may not be fully secured through the value of the property. However, the HOME program funds are granted, not loaned, to the County, so the County general fund will not have any exposure as a result of this loan. The County structures its HOME investments as loans rather than grants in order to maintain involvement in the financial team in the event the project experiences any serious issues over the 55-year term.

The following is a summary of each property:

#### Pinecrest Apartments (1945 and 1949 Cavallo Road in Antioch)

In 2000, the County loaned \$625,000 of HOME funds for acquisition and rehabilitation of this 24-unit multifamily rental project. In consideration of the loan, 11 of the units were income and rent restricted as set out in a County regulatory agreement. The new loan will require 3 additional HOME units. However, all of the units are affordable due to tax credit regulations. The current rehabilitation scope of work includes interior and exterior rehabilitation including grading, retaining wall repairs, parking lot repairs, sewer line scoping, laundry room upgrades, and safety and accessibility upgrades.

#### Terrace Glen Apartments (35, 45, 101, 103 - 107 W. 20th Street in Antioch)

In 1996, the County loaned \$615,000 of HOME funds for the acquisition and rehabilitation of this 32-unit multifamily rental project, and another \$241,000 of HOME funds in 1998. In consideration of the loans, 16 of the units were income and rent restricted as set out in a County regulatory agreement. The new loan will require 5 additional HOME units. However, all of the units are affordable under tax credit regulations. The current rehabilitation scope of work includes interior and exterior rehabilitation including mold remediation, roof repairs, replace sewer lines, concrete repairs, and safety and accessibility upgrades.

#### National Environmental Policy Act (NEPA)

HOME projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project is complete and the developer must: (1) survey Pinecrest for lead-based paint and asbestos, and remediate if necessary; (2) remove asbestos at Terrace Glen; and (3) survey Terrace Glen for lead-based paint and remediate, if necessary. This project is categorically exempt from CEQA pursuant to Section 15301; it is the repair of existing facilities.

#### CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the HOME legal documents, the acquisition and rehabilitation will not be done, and the properties will continue to suffer from deferred maintenance.

#### CHILDREN'S IMPACT STATEMENT:

The two apartment complexes making up the Antioch Renovation development provide 56 units of affordable rental housing appropriate for families. This supports outcome #3: Families are Economically Self Sufficient.

#### ATTACHMENTS

Antioch Reno Combined Loan Agreement

Antioch Reno Intercreditor

Antioch Reno Combined Deed of Trust

Antioch Reno New HOME Loan Note

Pinecrest Restructured HOME Loan Promissory Note  
Terrace Glen Restructured HOME Loan Promissory Note  
Pinecrest HOME Regulatory Agreement  
Terrace Glen HOME Regulatory Agreement  
Pinecrest County Regulatory Agreement  
Terrace Glen County Regulatory Agreement  
Pinecrest Assignment Agreement  
Terrace Glen Assignment

DEVELOPMENT LOAN AGREEMENT  
(Antioch Scattered Site Renovation)

This Development Loan Agreement (the "Agreement") is dated November 1, 2018, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. Borrower is acquiring from Resources for Community Development, a California nonprofit public benefit corporation (the "Terrace Glen Seller" or "RCD") that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A-1 (the "Terrace Glen Property"). The Terrace Glen Property is improved with thirty-two (32) units of affordable housing and attendant site improvements (the "Terrace Glen Improvements").

C. Borrower is acquiring from Pinecrest Affordable Housing L.P., a California limited partnership (the "Pinecrest Seller") that certain real property located at 1945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A-2 (the "Pinecrest Property"). The Pinecrest Property is improved with twenty-four (24) units of affordable housing and attendant site improvements (the "Pinecrest Improvements").

D. The Terrace Glen Improvements, and the Pinecrest Improvements, are collectively referred to as the "Improvements." The Terrace Glen Property, and the Pinecrest Property, are collectively referred to as the "Property." The Improvements and the Property are collectively referred to as the "Development."

E. The Improvements are in need of rehabilitation. To maximize the amount of rehabilitation that may be performed on the Improvements and to provide for a common scheme of financing for the Development, the rehabilitation will be financed with a single issuance by the County of Tax-Exempt Multifamily Housing Revenue Bonds, and a single allocation of low income housing tax credits from the California Tax Credit Allocation Committee ("TCAC").

F. The County previously provided loans to the Sellers as described in more detail in Section 2.1 below. In support of the rehabilitation of the Improvements and the common scheme of financing, the County has agreed to restructure the Original County Loans and consent to their assignment to Borrower, and provide the New County Loan to Borrower. The New County Loan is more particularly described in Section 2.2 below.

G. The Restructured County Loans and New County Loan are funded with Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"), which must be used in accordance with 24 C.F.R. Part 92 (the "HOME").

Regulations"). The HOME Funds being used for the New County Loan are funds which are set aside for entities that are designated as a Community Housing Development Organization ("CHDO") as defined in 24 C.F.R. 92.2.

H. The sum of the combined Restructured County Loans and New County Loan is Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan"). The Combined County Loan is evidenced by the Notes, the Regulatory Agreements, and the Intercreditor Agreement, and is secured by the Deed of Trust.

I. Due to the assistance provided Borrower through the Combined County Loan, the County is designating thirty-four (34) units of affordable housing as assisted by the County (the "County-Assisted Units"). The County-Assisted Units are comprised of twenty (20) units at the Terrace Glen Improvements, and fourteen (14) units at the Pinecrest Improvements.

J. Antioch has found the Development exempt from the requirements of the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") as the rehabilitation of existing improvements, and the County has found the Development exempt from the requirements of CEQA as the rehabilitation of existing improvements.

K. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS AND EXHIBITS

#### Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Accessibility Requirements" has the meaning set forth in Section 3.9 below.

(b) "Agreement" means this Development Loan Agreement.

(c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

(i) property taxes and assessments imposed on the Development;

(ii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;

(iii) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

(iv) fees paid to the Issuer with respect to the Bonds;

(v) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(vi) the Partnership/Asset Fee;

(vii) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;

(viii) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

(ix) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(x) maintenance and repair expenses and services;

(xi) any annual license or certificate of occupancy fees required for operation of the Development;

(xii) security services;

(xiii) advertising and marketing;

(xiv) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a);

(xv) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) (excluding amounts deposited to initially capitalize the account);

(xvi) payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18;

(xvii) extraordinary operating costs specifically approved in writing by the County;

(xviii) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced,

repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Annual Payment" has the meaning in Section 2.10(a).

(e) "Antioch" means the City of Antioch, California, a municipal corporation.

(f) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(g) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Property and rehabilitation of the Development:

(i) the Restructured Antioch Loan;

(ii) County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation) Series 2018A issued by the County of Contra Costa (the "Issuer") in the approximate amount of Ten Million Four Hundred Seventy-Five Thousand Four Hundred Forty-One Dollars (\$10,475,441) (the "Bonds"), that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Bank Loan") which will convert to a permanent loan in the approximate amount of Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000) (the "Permanent Loan");

(iii) the Low Income Housing Tax Credit investor equity funds in the approximate amount of Six Million Eight Hundred Sixty-Six Thousand Eight Hundred Seventy-Six Dollars (\$6,866,876) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

(iv) the loan from RCD of Development reserves in the approximate amount of Two Hundred Five Thousand Nine Hundred Dollars (\$205,900) (the "Reserve Loan"); and

(v) the capital contribution from Borrower's general partner in the approximate amount of Five Hundred Forty Thousand Three Hundred Forty-Four Dollars (\$540,344,) (the "GP Capital Contribution").

(h) "Assignment Agreements" means collectively, the Pinecrest Assignment Agreement and the Terrace Glen Assignment Agreement.

(i) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(j) "Bank" means Well Fargo Bank, N.A., a national banking association, and its successors and assigns.

(k) "Bank Loan" has the meaning set forth in Section 1.1(g)(ii).

(l) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.

(m) "Bonds" has the meaning set forth in Section 1.1(g)(ii).

(n) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(o) "CEQA" has the meaning set forth in Paragraph J of the Recitals.

(p) "CHDO" has the meaning set forth in Paragraph G of the Recitals.

(q) "Closing" means the date that Borrower acquires the Property and the grant deeds evidencing such acquisition are recorded in the Official Records.

(r) "Combined County Loan" has the meaning set forth in Paragraph H of the Recitals.

(s) "Commencement of Construction" has the meaning set forth in Section 3.5.

(t) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by Antioch to certify that the Development may be legally occupied.

(u) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in rehabilitating all the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(v) "County" has the meaning set forth in the first paragraph of this Agreement.

(w) "County-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(x) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan minus any Special County Loan Repayment by the sum of (1) the Combined County Loan minus any Special County Loan

Repayment, and (2) the Restructured Antioch Loan minus any Special City Loan Repayment.

(y) "County Special Repayment Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan by the sum of (1) the Combined County Loan and (2) the Restructured Antioch Loan.

(z) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Combined County Loan and performance of the covenants of the Loan Documents.

(aa) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(bb) "Developer Fee" has the meaning set forth in Section 3.18.

(cc) "Development" has the meaning set forth in Paragraph D of the Recitals.

(dd) "Eligible Household" means a household qualified to occupy a HOME-Assisted Unit pursuant to the Terrace Glen HOME Regulatory Agreement and/or the Pinecrest HOME Regulatory Agreement.

(ee) "Event of Default" has the meaning set forth in Section 6.1.

(ff) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(gg) "Final Cost Certification" has the meaning set forth in Section 4.3.

(hh) "Final Development Cost" means the total of the cost of acquisition and rehabilitation of the Development as shown on the Final Cost Certification.

(ii) "GP Capital Contribution" has the meaning set forth in Section 1.1(g)(v).

(jj) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments or other rental subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;
- (iv) all cancellation fees;

- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) net proceeds from vending and laundry room machines;
- (vii) the proceeds of business interruption or similar insurance not paid to senior lenders;
- (viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- (ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(kk) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(ll) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(mm) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(nn) "HOME-Assisted Units" means the HOME-Assisted Units as defined in the Terrace Glen HOME Regulatory Agreement and the HOME-Assisted Units as defined in the Pinecrest HOME Regulatory Agreement.

(oo) "HOME Funds" has the meaning set forth in Paragraph G of the Recitals.

(pp) "HOME Regulations" has the meaning set forth in Paragraph G of the Recitals.

(qq) "Housing Authority" means the Housing Authority of Contra Costa

County.

- (rr) "HUD" has the meaning set forth in Paragraph G of the Recitals.
- (ss) "Improvements" has the meaning set forth in Paragraph D of the Recitals.
- (tt) "Intercreditor Agreement" means that certain intercreditor agreement of even date herewith entered into by and among Antioch, the County, and Borrower related to the Restructured Antioch Loan, and the Combined County Loan to be recorded against the property.
- (uu) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.
- (vv) "Issuer" has the meaning set forth in Section 1.1(g)(ii).
- (ww) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.
- (xx) "Loan Documents" means this Agreement, the Notes, the Regulatory Agreements, the Intercreditor Agreement, and the Deed of Trust.
- (yy) "NEPA" has the meaning set forth in Paragraph K of the Recitals.
- (zz) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.
- (aaa) "New County Loan" has the meaning set forth in Section 2.2(c).
- (bbb) "New Note" has the meaning set forth in Section 2.2(c).
- (ccc) "Notes" means collectively, the New Note, the Restructured Terrace Glen Note, and the Restructured Pinecrest Note.
- (ddd) "Official Records" means the official records of Contra Costa County.
- (eee) "Operating Reserve Account" has the meaning set forth in Section 4.2(b).
- (fff) "Original County Loans" means collectively, the Original Terrace Glen Loan and the Original Pinecrest Loan.
- (ggg) "Original Pinecrest Deed of Trust" has the meaning set forth in Section 2.1(b).
- (hhh) "Original Pinecrest Intercreditor Agreement" has the meaning set forth in Section 2.1(b).
- (iii) "Original Pinecrest Loan" has the meaning set forth in Section 2.1(b).
- (jjj) "Original Pinecrest Loan Agreement" has the meaning set forth in Section

2.1(b).

(kkk) "Original Pinecrest Note" has the meaning set forth in Section 2.1(b).

(lll) "Original Pinecrest Regulatory Agreement" has the meaning set forth in Section 2.1(b).

(mmm) "Original Terrace Glen Borrower" means Terrace Glen Partners, L.P., a California limited partnership.

(nnn) "Original Terrace Glen Deed of Trust" has the meaning set forth in Section 2.1(a).

(ooo) "Original Terrace Glen Loan" has the meaning set forth in Section 2.1(a).

(ppp) "Original Terrace Glen Loan Agreement" has the meaning set forth in Section 2.1(a).

(qqq) "Original Terrace Glen Note" has the meaning set forth in Section 2.1(a).

(rrr) "Original Terrace Glen Regulatory Agreement" has the meaning set forth in Section 2.1(a).

(sss) "Original Terrace Glen Intercreditor Agreement" has the meaning set forth in Section 2.1(a).

(ttt) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(uuu) "Partnership/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner or affiliate of Borrower or any affiliate of a partner of Borrower, if any, during the Fifteen Year Compliance Period, and (ii) after the expiration of the Fifteen Year Compliance Period asset management fees payable to Borrower, in the amounts approved by the County as set forth in Section 3.19.

(vvv) "Permanent Conversion" means the date the Bank Loan converts to the Permanent Loan.

(www) "Permanent Financing" means the sum of the following amounts: (i) the Permanent Loan; (ii) the Combined County Loan; (iii) the Restructured Antioch Loan; (iv) the Reserve Loan; (v) the Tax Credit Investor Equity; and (vi) the GP Capital Contribution.

(xxx) "Permanent Loan" has the meaning set forth in Section 1.1(g)(ii).

(yyy) "Pinecrest Assignment Agreement" means the Assignment, Assumption and Consent Agreement dated September 30, 2018, by and among the Pinecrest Seller, the County, and Borrower, pursuant to which the Pinecrest Seller is assigning the Original Pinecrest

Loan to Borrower and Borrower is assuming the Original Pinecrest Loan, as consented to by the County.

(zzz) "Pinecrest County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the County-Assisted Units located in the Pinecrest Improvements, to be recorded against the Pinecrest Property.

(aaaa) "Pinecrest HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing HUD requirements applicable to the County-Assisted Units located in the Pinecrest Improvements, to be recorded against the Pinecrest Property.

(bbbb) "Pinecrest Improvements" has the meaning set forth in Paragraph C of the Recitals.

(cccc) "Pinecrest Property" has the meaning set forth in Paragraph C of the Recitals.

(dddd) "Pinecrest Seller" has the meaning set forth in Paragraph C of the Recitals.

(eeee) "Property" has the meaning set forth in Paragraph D of the Recitals.

(ffff) "RCD" has the meaning set forth in Paragraph B of the Recitals.

(gggg) "Regulatory Agreements" means the Terrace Glen HOME Regulatory Agreement, the Terrace Glen County Regulatory Agreement, the Pinecrest HOME Regulatory Agreement, and the Pinecrest County Regulatory Agreement.

(hhhh) "Rehabilitation Standards" mean the Minimum Multi-Family Housing Rehabilitation Standards dated March 2017 and prepared by the County.

(iiii) "Rental Shortfall Due Date" has the meaning set forth in Section 2.10(c).

(jjjj) "Rental Shortfall Payment" has the meaning set forth in Section 2.10(c).

(kkkk) "Replacement Reserve Account" has the meaning set forth in Section 4.2(a).

(llll) "Reserve Loan" has the meaning set forth in Section 1.1(g)(iv).

(mmmm) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(nnnn) "Restructured Antioch Loan" means collectively, (i) the Eight Hundred Seventy Thousand Dollars (\$870,000) loan from Antioch to the Pinecrest Seller as assigned to and assumed by Borrower, and (ii) the One Million Three Hundred Ninety-Seven Thousand Six Hundred Twenty-Five Dollars (\$1,397,625) loan from Antioch to the Terrace Glen Seller as assigned to and assumed by Borrower, both restructured so that the new combined principal

amount is Three Million Five Hundred Twenty-Nine Thousand Six Hundred Thirty-Eight Dollars (\$3,529,638).

(oooo) "Restructured County Loans" means the Restructured Terrace Glen Loan and the Restructured Pinecrest Loan, with a combined principal balance of Two Million Three Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$2,370,962).

(pppp) "Restructured Pinecrest Loan" has the meaning set forth in Section 2.2(b).

(qqqq) "Restructured Pinecrest Note" has the meaning set forth in Section 2.2(b).

(rrrr) "Restructured Terrace Glen Loan" has the meaning set forth in Section 2.2(a).

(ssss) "Restructured Terrace Glen Note" has the meaning set forth in Section 2.2(a).

(tttt) "Retention Amount" means Twenty Thousand Dollars (\$20,000) of the New County Loan, the disbursement of which is described in Section 2.9.

(uuuu) "Sellers" means collectively the Terrace Glen Seller and the Pinecrest Seller.

(vvvv) "Senior Loan" has the meaning set forth in Section 2.7.

(wwww) "Special City Loan Payment" has the meaning set forth in the Intercreditor Agreement.

(xxxx) "Special County Loan Payment" has the meaning in Section 2.8(b).

(yyyy) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(zzzz) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(g)(iii).

(aaaa) "TCAC" has the meaning set forth in Paragraph E of the Recitals.

(bbbb) "Tenant" means the tenant household that occupies a unit in the Development.

(cccc) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57<sup>th</sup>) anniversary of this Agreement.

(dddd) "Terrace Glen Assignment Agreement" means the Assignment, Assumption and Consent Agreement dated September 30, 2018, by and among the Terrace Glen

Seller, the County, and Borrower, pursuant to which the Terrace Glen Seller is assigning the Original Terrace Glen Loan to Borrower and Borrower is assuming the Original Terrace Glen Loan, as consented to by the County.

(eeee) "Terrace Glen County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the County-Assisted Units located in the Terrace Glen Improvements, to be recorded against the Terrace Glen Property.

(ffff) "Terrace Glen HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing HUD requirements applicable to the County-Assisted Units located in the Terrace Glen Improvements, to be recorded against the Terrace Glen Property.

(ggggg) "Terrace Glen Improvements" has the meaning set forth in Paragraph B of the Recitals.

(hhhhh) "Terrace Glen Property" has the meaning set forth in Paragraph B of the Recitals.

(iiii) "Terrace Glen Seller" has the meaning set forth in Paragraph B of the Recitals.

(jjjj) "Transfer" has the meaning set forth in Section 6.1 of the Regulatory Agreements.

## Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A-1: Legal Description of the Terrace Glen Property
- Exhibit A-2: Legal Description of the Pinecrest Property
- Exhibit B: Approved Development Budget
- Exhibit C: NEPA Mitigation Requirements

## ARTICLE 2 LOAN PROVISIONS

### Section 2.1 Overview of Original Development Loans.

(a) Original Terrace Glen Loan. The County made a loan of Six Hundred Fifteen Thousand Dollars (\$615,000) in HOME Funds to the Original Terrace Glen Borrower on November 4, 1996, which loan was increased to Eight Hundred Fifty-Six Thousand Dollars (\$856,000) on August 5, 1998, as assigned to the Terrace Glen Seller (the "Original Terrace Glen Loan"). The Original Terrace Glen Loan was evidenced by that certain HOME Loan Agreement dated November 4, 1996, between the County and the Original Terrace Glen Borrower as amended by a First Amendment to HOME Loan Agreement dated August 5, 1998 (the "Original

Terrace Glen Loan Agreement") and that certain promissory note executed by The Original Terrace Glen Borrower for the benefit of the County dated November 4, 1996, as superseded by that certain promissory note dated August 5, 1998 in the amount of Eight Hundred Fifty-Six Thousand Dollars (\$856,000) (the "Original Terrace Glen Note"). The Original Terrace Glen Loan was secured against the Terrace Glen Property by a Deed of Trust and Security Agreement dated August 5, 1998, executed by the Original Terrace Glen Borrower and recorded in the Official Records on August 25, 1998, as Instrument No. 98-202838 (the "Original Terrace Glen Deed of Trust"). In connection with the Original Terrace Glen Loan, The Original Terrace Glen Borrower and the County entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated November 4, 1996, recorded in the Official Records against the Terrace Glen Property on November 6, 1996, as Instrument No. 96-210492, as amended by a First Amendment to Regulatory Agreement dated August 5, 1998, recorded in the Official Records against the Terrace Glen Property on August 25, 1998, as Instrument No. 98-202840 (the "Original Terrace Glen Regulatory Agreement"). The Original Terrace Glen Loan was also evidenced by an Intercreditor Agreement by and among the County, Antioch, and the Original Terrace Glen Borrower dated, November 4, 1996, recorded in the Official Records against the Terrace Glen Property on November 6, 1996, as Instrument No. 96-210496, as amended by a First Amendment to Intercreditor Agreement dated August 5, 1998, recorded in the Official Records against the Terrace Glen Property on August 25, 1998, as Instrument No. 98-202844 (the "Original Terrace Glen Intercreditor Agreement").

(b) Original Pinecrest Loan. The County made a loan of Six Hundred Twenty-Five Thousand Dollars (\$625,000) in HOME Funds to the Pinecrest Seller on September 18, 2000 (the "Original Pinecrest Loan"). The Original Pinecrest Loan was evidenced by that certain HOME Loan Agreement dated September 18, 2000, between the County and the Pinecrest Seller, as amended by a First Amendment to HOME Loan Agreement dated November 1, 2000 (the "Original Pinecrest Loan Agreement") and that certain promissory note executed by the Pinecrest Seller for the benefit of the County dated September 18, 2000 (the "Original Pinecrest Note"). The Original Pinecrest Loan was secured against the Pinecrest Property by a Deed of Trust with Assignment of Rents and Security Agreement dated September 18, 2000, executed by the Pinecrest Seller and recorded in the Official Records on September 21, 2000, as Instrument No. 2000-204511 (the "Original Pinecrest Deed of Trust"). In connection with the Original Pinecrest Loan, the Pinecrest Seller and the County entered into a Regulatory Agreement and Declaration of Restrictive Covenants dated September 18, 2000, recorded in the Official Records against the Pinecrest Property on September 21, 2000, as Instrument No. 2000-204510 (the "Original Pinecrest Regulatory Agreement"). The Original Pinecrest Loan was also evidenced by an Intercreditor Agreement by and among the County, Antioch, and the Pinecrest Seller dated September 18, 2000, recorded in the Official Records against the Pinecrest Property on September 21, 2000, as Instrument No. 2000-204507 (the "Original Pinecrest Intercreditor Agreement").

(c) Assignment and Assumption of Original County Loans. Concurrently with the execution of this Agreement, Borrower is assuming the Original County Loans from the Sellers, pursuant to the Assignment Agreements.

## Section 2.2 Combined County Loan.

(a) Terrace Glen Loan Amount. The outstanding principal balance of the

Original Terrace Glen Loan as of the date of this Agreement is Eight Hundred Fifty-Six Thousand Dollars (\$856,000). As of the date of this Agreement: (i) the Original Terrace Glen Loan has accrued interest from the date of disbursement at a simple interest rate of three percent (3%). The interest accrued to date on the Original Terrace Glen Loan is Five Hundred Fifty-Six Thousand Eight Hundred Twenty-Seven Dollars (\$556,827), which amount is being capitalized into the outstanding principal balance on the Original Terrace Glen Loan for a total of One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) (the "Restructured Terrace Glen Loan"). The Restructured Terrace Glen Loan is evidenced by a promissory note executed by Borrower in the amount of the Restructured Terrace Glen Loan for the benefit of the County (the "Restructured Terrace Glen Note").

(b) Pinecrest Loan Amount. The outstanding principal balance of the Original Pinecrest Loan as of the date of this Agreement is Six Hundred Twenty-Five Thousand Dollars (\$625,000). As of the date of this Agreement the Original Pinecrest Loan has accrued interest from the date of disbursement at a simple interest rate of three percent (3%). The interest accrued to date on the Original Pinecrest Loan is Three Hundred Thirty-Three Thousand One Hundred Thirty-Five Dollars (\$333,135), which amount is being capitalized into the outstanding principal balance on the Original Pinecrest Loan for a total of Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) (the "Restructured Pinecrest Loan"). The Restructured Pinecrest Loan is evidenced by a promissory note executed by Borrower in the amount of the Restructured Pinecrest Loan for the benefit of the County (the "Restructured Pinecrest Note").

(c) New County Loan. Through this Agreement, the County is loaning Borrower One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds (the "New County Loan"), evidenced by a promissory note executed by Borrower in the amount of the New County Loan for the benefit of the County (the "New Note").

(d) Combined County Loan. The Combined County Loan equals the sum of the Restructured County Loans and the New County Loan for a total amount of Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962). Upon satisfaction of the conditions set forth in Section 2.8 and Section 2.9 of this Agreement, the County shall lend to Borrower the Combined County Loan for the purposes set forth in Section 2.5 of this Agreement. Borrower's obligation to repay the Combined County Loan is evidenced by the Notes.

### Section 2.3 New County Loan Documents.

(a) Loan Agreement. This Agreement replaces the following documents in their entirety: the Original Pinecrest Loan Agreement, and the Original Terrace Glen Loan Agreement, and such documents are deemed terminated hereby.

(b) Promissory Notes. At Closing, the County is cancelling the Original Pinecrest Note, and the Original Terrace Glen Note, and Borrower will execute the Notes.

(c) Deed of Trust. At Closing, the County is reconveying the Original Terrace Glen Deed of Trust, and the Original Pinecrest Deed of Trust, and recording the Deed of Trust as a lien against the Property.

(d) Regulatory Agreements; Affordability Notice. At Closing, the County is terminating the Original Pinecrest Regulatory Agreement, and the Original Terrace Glen Regulatory Agreement, and recording the Regulatory Agreements against the Property.

(e) Intercreditor Agreements. At Closing, the County is terminating the Original Pinecrest Intercreditor Agreement, and the Original Terrace Glen Intercreditor Agreement, and recording the Intercreditor Agreement against the Property.

#### Section 2.4 Interest on Loans.

(a) Restructured Terrace Glen Loan. Subject to the provisions of subsection (d) below, interest accrues on the outstanding principal balance of the Restructured Terrace Glen Loan at a rate of interest equal to [\_\_\_\_\_] compounding annually, commencing on the date of the Restructured Terrace Glen Note. It is the intent that the interest rate stated in this Section 2.4(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of the Restructured Terrace Glen Note.

(b) Restructured Pinecrest Loan. Subject to the provisions of subsection (d) below, interest accrues on the outstanding principal balance of the Restructured Pinecrest Loan at a rate of interest equal to [\_\_\_\_\_] compounding annually, commencing on the date of the Restructured Pinecrest Note. It is the intent that the interest rate stated in this Section 2.4(b) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of the Restructured Pinecrest Note.

(c) New County Loan. Subject to the provisions of subsection (d) below, the New County Loan will not bear interest.

(d) Default Interest. Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Combined County Loan will accrue at the Default Rate, beginning on the date of such occurrence and continuing until the date the Combined County Loan is repaid in full or the Event of Default is cured.

#### Section 2.5 Use of New County Loan.

(a) Borrower shall use the New County Loan for construction costs and HOME-eligible soft costs in amounts consistent with the Approved Development Budget. Use of the New County Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to Section 92.206(d)(1) of the HOME Regulations.

(b) Borrower may not use the New County Loan for any other purposes without the prior written consent of the County.

#### Section 2.6 Security.

In consideration of the Combined County Loan, Borrower shall (i) secure its obligation to repay the Combined County Loan, as evidenced by the Notes, by executing the Deed of Trust,

and cause or permit it to be recorded as a lien against the Property, junior to the Bank Loan (and upon Permanent Conversion, to the Permanent Loan) pursuant to Section 2.7 below, senior to the Reserve Loan, and equal in lien priority to the Restructured Antioch Loan pursuant to the Intercreditor Agreement, and (ii) execute the Regulatory Agreements, and the Intercreditor Agreement, and cause or permit them to be recorded against the Property.

Section 2.7 Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreements to an encumbrance securing and/or evidencing the Bank Loan, the Permanent Loan, or any loan obtained by Borrower to refinance the Bank Loan (the "Senior Loan") will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The lender of the Senior Loan is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreements is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreements will be extinguished as a result of a foreclosure by the Bank or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Combined County Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreements before a foreclosure, nor require the consent of the holder(s) of the Senior Loan prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Director – Department of Conservation and Development that the conditions in Subsection (a) have been satisfied, the Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

(c) The County agrees to subordinate the Deed of Trust and the Regulatory Agreements to that certain Rental Assistance Demonstration (RAD) Use Agreement to be entered into between HUD and Borrower, pursuant to a form of subordination agreement provided by HUD and approved by the County.

Section 2.8 Conditions Precedent to Disbursement of New County Loan for Construction.

Until the conditions set forth in Section 2.9 have been met, the disbursements made pursuant to this Agreement may not exceed One Million Two Hundred Eighty Thousand Dollars (\$1,280,000). The County is not obligated to disburse any portion of the New County Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;

(b) Borrower holds title to the Property or is acquiring title to the Property simultaneously with the disbursement of the New County Loan;

(c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Combined County Loan and all other Approved Financing, and execute the Loan Documents;

(d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(g) The Deed of Trust, the Regulatory Agreements, and the Intercreditor Agreement, have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;

(h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Combined County Loan, subject

only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa;

(i) All environmental review necessary for the rehabilitation of the Development has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(j) The County has determined the undisbursed proceeds of the New County Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the rehabilitation of the Development, are not less than the amount the County determines is necessary to pay for the rehabilitation of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreements;

(k) Borrower has obtained all permits and approvals necessary for the rehabilitation of the Development;

(l) The County has received and approved the Bid Package for the subcontractors for the rehabilitation of the Development pursuant to Section 3.2 below;

(m) The County has received and approved the general contractor's construction contract that Borrower has entered or proposed to enter for the rehabilitation of the Development pursuant to Section 3.3 below;

(n) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(o) Borrower has closed the loans and the equity financings that comprise the Approved Financing described in Section 1.1(g) and has already received, or is eligible to receive, the funds;

(p) The County has received a fully executed copy of the Partnership Agreement, in which the Investor Limited Partner is obligated to provide Borrower the Tax Credit Investor Equity;

(q) Borrower has provided the County a certification from the Development architect or qualified accessibility specialist that the construction plans are in conformance with the Accessibility Requirements;

(r) The County has received fully executed copies of the RAD Delayed Conversion Agreements between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance through the Rental Assistance

Demonstration Program by the Housing Authority for twelve (12) units in the Terrace Glen Improvements and nine (9) units in the Pinecrest Improvements;

(s) The County has received fully executed copies of the Agreement to Enter Housing Assistance Payment Contracts between Borrower and the Housing Authority governing the commitment of project-based Section 8 rental assistance for four (4) units in the Terrace Glen Improvements and three (3) units in the Pinecrest Improvements by the Housing Authority;

(t) The County has received reasonable evidence that the local match requirements set forth in 24 C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 4.1 of this Agreement; and

(u) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.8(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (1) certification by Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

#### Section 2.9 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all County-Assisted Units;

(b) The County has received a draft Cost Certification for the Development from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.14 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan, Tenant Selection Plan, and Social Services Plan as defined in the Regulatory Agreements;

(g) The County has received from Borrower evidence of marketing for any vacant County Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(h) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 requirements as set forth in Section 4.6(b)(9) of the Pinecrest HOME Regulatory Agreement and Section 4.6(b)(9) of the Terrace Glen HOME Regulatory Agreement, and MBE/WBE requirements;

(i) If Borrower was required to comply with relocation requirements as set forth in Section 3.10 below, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(j) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(k) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues;

(l) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C;

(m) The County has received fully executed copies of the Housing Assistance Payment Contracts between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance for four (4) units in the Terrace Glen Improvements and three (3) units in the Pinecrest Improvements by the Housing Authority;

(n) The County has received fully executed copies of the Rental Assistance Demonstration Housing Assistance Payment Contracts between Borrower and the Housing Authority governing the provision of project-based Section 8 rental assistance by the Housing Authority for twelve (12) units in the Terrace Glen Improvements and nine (9) units in the Pinecrest Improvements; and

(o) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.8(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

#### Section 2.10 Repayment Schedule.

(a) Annual Payments of Combined County Loan. Commencing on June 1, 2020 and on June 1 of each year thereafter during the Term, Borrower shall make a Combined County Loan payment in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Special Repayments of Combined County Loan from Net Proceeds of Permanent Financing. No later than ten (10) days after the date Borrower receives its final

capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the Combined County Loan, an amount equal to the result obtained by multiplying the County Special Repayment Prorata Percentage by the Available Net Proceeds (the "Special County Loan Payment"). No later than one hundred eighty (180) days following completion of rehabilitation of the Development, Borrower shall submit to the County for its review a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days after receipt. If Borrower's determination is disapproved by the County, Borrower shall re-submit documentation to the County until the County approval is obtained.

(c) Special Repayment of Combined County Loan for Failure to Lease. If on or before the Rental Shortfall Due Date, Borrower fails to cause each of the HOME-Assisted Units be rented to and occupied by an Eligible Household in accordance with Section 2.1 of the Pinecrest HOME Regulatory Agreement and/or Section 2.1 of the Terrace Glen HOME Regulatory Agreement, Borrower shall pay the County the Rental Shortfall Payment, plus accrued interest, on the Rental Shortfall Due Date.

(i) The "Rental Shortfall Due Date" is the date that occurs eighteen (18) months after the Completion Date.

(ii) The "Rental Shortfall Payment" is an amount equal to the result obtained by multiplying (1) the number of HOME-Assisted Units that have not been rented to and occupied by an Eligible Household on or before the Rental Shortfall Due Date, by (2) a fraction, the numerator of which is the then-outstanding principal balance of the HOME Funds portion of the New County Loan and the denominator of which is the number of HOME-Assisted Units.

(iii) Interest on the Rental Shortfall Payment will accrue in accordance with Section 2.4(c) through the Rental Shortfall Due Date. If the Rental Shortfall Payment is not paid on or before the Rental Shortfall Due Date, interest on the Rental Shortfall Payment will accrue at the Default Rate beginning on the day after the Rental Shortfall Due Date and continuing until the Rental Shortfall Payment is paid in full with interest.

(d) Payment in Full of Combined County Loan. Borrower shall pay all outstanding principal and accrued interest on the Combined County Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 6.1 of the Regulatory Agreements; (ii) an Event of Default; and (iii) the expiration of the Term.

(e) Prepayment. Borrower may prepay the Combined County Loan at any time without premium or penalty. However, the Regulatory Agreements and the Deed of Trust (as security for the Regulatory Agreement) will remain in effect for the entire Term, regardless of any prepayment or Transfer.

#### Section 2.11 Reports and Accounting of Residual Receipts.

(a) Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full,

complete and appropriate books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts.

(b) In connection with the Annual Payment, Borrower shall furnish to the County:

(i) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2019 and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(ii) A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual is accurate based on Gross Revenue and Annual Operating Expenses; and

(iii) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts.

(c) The receipt by the County of any statement pursuant to subsection (b) above or any payment by Borrower or acceptance by the County of any Combined County Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.6 below.

#### Section 2.12 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Combined County Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Notes will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Notes, or impairs the right of County to assert the unpaid principal amount of the Notes as demand for money within the meaning and intentment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Notes. Nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents, or liability for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

## ARTICLE 3 REHABILITATION OF THE DEVELOPMENT

### Section 3.1 Permits and Approvals.

Borrower shall obtain all permits and approvals necessary for the commencement of rehabilitation of the Development no later than November 15, 2018, or such later date that the County approves in writing.

### Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

### Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Development. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for rehabilitation of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the rehabilitation, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable HOME requirements set forth in Section 4.6 of the Pinecrest HOME Regulatory Agreement and Section 4.6 of the Terrace Glen HOME Regulatory Agreement. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the rehabilitation of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the rehabilitation of the Development. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than December 1, 2018, or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of rehabilitation of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

Borrower shall diligently prosecute rehabilitation of the Development to completion, and shall cause the rehabilitation of the Development to be completed no later than December 31, 2019, or such later date that the County approves in writing.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall rehabilitate the Development in conformance with (i) the plans and specifications approved by the building department of Antioch, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by Antioch. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (i) any change in the work the cost of which exceeds Fifty Thousand Dollars (\$50,000); or (ii) any set of changes in the work the cost of which cumulatively exceeds One Hundred Fifty Thousand Dollars (\$150,000) or ten percent (10%) of the Combined County Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the HOME Regulations including the property standards set out in 24 C.F.R. 92.251 as implemented by Section 5.6 of the Pinecrest HOME Regulatory Agreement and Section 5.6 of the Terrace Glen HOME Regulatory Agreement;

(iii) the requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(iv) the Rehabilitation Standards provided by the County; and

(v) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

### Section 3.8 Prevailing Wages.

#### (a) Davis Bacon.

(i) To the extent required by Development funding sources, Borrower shall cause rehabilitation of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148).

(ii) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

#### (b) State Prevailing Wages.

(i) To the extent required by applicable law Borrower shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the rehabilitation of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors rehabilitating the Development to be registered as set forth in California Labor Code Section 1725.5;

(6) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the rehabilitation of the Development to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the rehabilitation of the Development unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the rehabilitation of the Development is subject to compliance monitoring and enforcement by the DIR.

(7) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(8) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(9) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the rehabilitation of the Development or any other work undertaken or in connection with the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan, and the reconveyance of the Deed of Trust.

### Section 3.9 Accessibility.

(a) Borrower shall cause the Development to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements, if the rehabilitation is substantial as defined in 24 C.F.R. 8.23(a): (i) a minimum of two (2) units of the Pinecrest Improvements, and two (2) units of the Terrace Glen Improvements, must be rehabilitated to be fully accessible to households with a mobility impaired member and, (ii) an additional one (1) unit of the Pinecrest Improvements, and one (1) unit of the Terrace Glen Improvements must be rehabilitated to be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations must comply with 24 C.F.R. 8.23(b). In compliance with the Accessibility Requirements Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development.

(c) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to rehabilitate the Development in accordance with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

### Section 3.10 Relocation.

(a) If and to the extent that acquisition and development of the Property will result in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including

reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Borrower, or the County) to satisfy relocation obligations related to the acquisition and development of the Property. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

Section 3.11 Equal Opportunity.

During the rehabilitation of the Development discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.12 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the rehabilitation of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the rehabilitation of the Development. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.13 Progress Reports.

Until such time as Borrower has received a certificate of occupancy (or functional equivalent) from Antioch for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the rehabilitation of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.16 below.

Section 3.14 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the rehabilitation of the Development takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or rehabilitation of the Development.

Section 3.15 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Combined County Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 3.16 Inspections.

(a) Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

(b) The County will perform inspections both during and upon completion of construction of the Development to determine if the Development is being constructed in accordance with the HOME Regulations, including the property standards set forth in 24 C.F.R. 92.251, and the Rehabilitation Standards. Borrower shall give the County notice when the rehabilitation of the Development is complete. If the County determines the Development is not being constructed in accordance with the HOME Regulations and the Rehabilitation Standards, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 3.17 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower

receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

Section 3.18 Developer Fee.

The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up-front or on a deferred basis, is not to exceed the amount allowed by TCAC and as approved by the County. For the purposes of this Agreement "Developer Fee" has the meaning set forth in California Code of Regulations, Title 4, Section 10302(l). The total of Developer Fee paid, whether paid up-front out of development sources or on a deferred basis out of Annual Operating Expenses, is not to exceed Two Million Four Hundred Forty-Five Thousand Two Hundred Forty-Seven Dollars (\$2,445,247), provided that Borrower's general partner is required to make a capital contribution of at least Five Hundred Eleven Three Hundred Forty-Four Dollars (\$511,344) to the Partnership prior to or at Permanent Conversion. The amount of Developer Fee payable to the Developer out of development sources shall not exceed One Million Five Hundred Thousand Dollars (\$1,500,000).

Section 3.19 Partnership/Asset Fee.

During the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Thirty-Two Thousand Dollars (\$32,000) per year. After the expiration of the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Twenty-Five Thousand Dollars (\$25,000) per year. The Partnership/Asset Fee may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned.

Section 3.20 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the rehabilitation of the Improvements.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Match Requirement.

Borrower shall ensure that the New County Loan is matched with a minimum of Three Hundred Twenty-Five Thousand Dollars (\$325,000) in other, non-federal sources, pursuant to and eligible under applicable HOME Regulations.

Section 4.2 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account and replenish the Replacement Reserve Account in the amounts required in the Partnership

Agreement and/or the documents evidencing the Permanent Loan, whichever is greater. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the Partnership Agreement or any permanent financing, and approved by the County.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account in the amount required by TCAC (currently three months of Annual Operating Expenses); provided, however that if the Partnership Agreement or the documents evidencing the Permanent Loan require the Operating Reserve Account to be capitalized and replenished in an amount greater than the TCAC requirement, Borrower shall capitalize and replenish the Operating Reserve Account as required by the Partnership Agreement or the documents evidencing the Permanent Loan, as applicable, for as long as the Partnership Agreement or the Permanent Loan, as applicable, is outstanding. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time).

#### Section 4.3 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of rehabilitation of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

(b) No later than one hundred twenty (120) days after Permanent Conversion, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development. This requirement may be satisfied by providing the Final Cost Certification to the County. "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: (i) Borrower submits to TCAC; and (ii) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

#### Section 4.4 Approval of Annual Operating Budget.

At or prior to the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Development. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

#### Section 4.5 Information.

Borrower shall provide any information reasonably requested by the County in

connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Combined County Loan funds.

Section 4.6 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

Section 4.7 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.7, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust, and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning

the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

#### Section 4.8 Maintenance; Damage and Destruction.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition, and in accordance with the Regulatory Agreements.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by

Borrower to the County as a special repayment of the Combined County Loan, subject to the rights of the senior lenders, if any.

Section 4.9 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. Borrower is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property.

However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

Section 4.10 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.11 Operation of Development as Affordable Housing.

Borrower shall operate the Development (i) in accordance with all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) as an affordable housing development consistent with: (1) HUD's requirements for use of HOME Funds; (2) the Regulatory Agreements; and (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the Restructured Antioch Loan, and Low Income Housing Tax Credits provided by TCAC, and rental subsidies provided to the Development.

Section 4.12 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring County-Assisted Units in the Development to be available to and occupied by eligible households in accordance with the Regulatory Agreements.

Section 4.13 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Combined County Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (which limits may be met through excess/umbrella coverage).

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Combined County Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear, but only to the extent the Combined County Loan includes new loan proceeds.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; and (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained.

#### Section 4.14 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing in any material respect without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 6.1 of the Regulatory Agreements. Borrower shall provide the County copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of Approved Financing.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the Combined County Loan including, without limitation, the Residual Receipts definition and the payment provisions of Section 2.10 above, this Agreement will control. Any payments made in conflict with the Residual Receipts definition and payment requirements of this Agreement will be considered an Event of Default.

## ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

### Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Combined County Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the

organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The rehabilitation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Combined County Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.8(h) above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the rehabilitation of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as

disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

(m) CHDO Requirement. Borrower's managing general partner is wholly owned and controlled by a qualified CHDO in good standing as defined in 24 C.F.R. 92.2, and required in 24 C.F.R. 92.300 (a)(1).

## ARTICLE 6 DEFAULT AND REMEDIES

### Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Development to completion, within the times set forth in Article 3 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan, Tenant Selection Plan, or Social Services Plan that is approved by the County in accordance with the Regulatory Agreements.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) through Section 6.1(c), and Section 6.1(e) through Section 6.1(m)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed

a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Notes.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Notes.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on Property and the Development. If any claim of lien (other than liens allowed pursuant to any Loan Document or approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Combined County Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development other than by the County.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 6.1 of the Regulatory Agreements.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(m) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1(f) through Section 6.1(h) in relation to Borrower's managing general partner, unless the removal and replacement of Borrower's managing general partner in accordance with Section 6.1(f) of the Regulatory Agreements, within the time frame set forth in Section 6.5 cures such a default.

## Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the New County Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available

to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Notes. The County may cause all indebtedness of Borrower to the County under this Agreement and the Notes, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Combined County Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Combined County Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Combined County Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

### Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

### Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

### Section 6.5 Notice and Cure Rights of Limited Partner.

The County shall provide the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County ("Permitted Limited Partner") a duplicate copy of all notices of default that the County may give to or serve in writing upon

Borrower pursuant to the terms of the Loan Documents, at the address set forth in Section 7.9, provided, the County shall have no liability to the Permitted Limited Partner for its failure to do so. The Permitted Limited Partner has the right, but not the obligation, to cure any default of Borrower set forth in such notice, during the applicable cure period described in the Loan Documents, and the County will accept tender of such cure as if delivered by Borrower. If the Permitted Limited Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the default.

## ARTICLE 7 GENERAL PROVISIONS

### Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

### Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Property, the construction or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction or operation of the Development.

### Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This obligation to indemnify survives termination of this Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement, provided, however the Investor Limited Partner is intended to be a direct beneficiary of the provisions set forth in Sections 6.5 and Section 6.1(c) and 6.1(f) of the Regulatory Agreements.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Development.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family

member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Assistant Deputy Director

Borrower: Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

Investor Limited  
Partner: RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and

assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Director- Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Combined County Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Combined County Loan.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

*[remainder of page left intentionally blank]  
[signatures on following page]*

The parties are entering into this Agreement as of the last date set forth below.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

Date: November 1, 2018

APPROVED AS TO FORM:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

ANTIOCH RECAP, L.P., a California limited  
partnership

By: RCD GP III LLC, a California limited  
liability company, its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation, its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

Date: November 1, 2018

EXHIBIT A-1

LEGAL DESCRIPTION OF THE TERRACE GLEN PROPERTY

The land situated in the City of Antioch, of the County of Contra Costa, State of California, described as follows:

PARCEL ONE:

LOTS 2, 3, 5, 6, 9, 10 AND 13, MAP OF ANTIOCH BUSINESS CENTER, FILED ON JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS.

PARCEL TWO:

PORTION OF CESA LANE (VACATED) AS SHOWN ON THE MAP OF ANTIOCH BUSINESS CENTER, FILED JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING ON THE WEST LINE OF CESA LANE AS SHOWN AS SAID MAP (33 M 33) DISTANT THEREON SOUTH 0° 02' EAST, 12 ½ FEET FROM THE SOUTHWEST CORNER OF LOT 2 AS SHOWN ON SAID MAP (33 M 33), THENCE FROM SAID POINT OF BEGINNING EAST PARALLEL WITH THE SOUTH LINE OF LOTS 2, 3, 5, 6, 9, 10 AND 13, AS SHOWN ON SAID MAP (33 M 33) TO THE DIRECT NORTHERLY EXTENSION OF THE EAST LINE OF LOT B AS SHOWN ON SAID MAP (33 M 33); THENCE NORTH ALONG SAID EXTENSION 12 ½ FEET TO THE SOUTH LINE OF SAID LOT 13; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 13 AND ALONG THE SOUTH LINE OF SAID LOTS 10, 9, 6, 5, 3 AND 2, 319.70 FEET TO THE WEST LINE OF SAID CESA LANE; THENCE SOUTH 0° 02' EAST, ALONG SAID WEST LINE 12 ½ FEET TO THE POINT OF BEGINNING.

PARCEL THREE:

LOT 4, MAP OF ANTIOCH BUSINESS CENTER, FILED JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS.

PARCEL FOUR:

LOT 1, MAP OF ANTIOCH BUSINESS CENTER, FILED JULY 14, 1947, MAP BOOK 33, PAGE 33, CONTRA COSTA COUNTY RECORDS.

APN: 067-251-015-3, 067-252-011-1 AND 067-252-010-3-01

EXHIBIT A-2

LEGAL DESCRIPTION OF THE PINECREST PROPERTY

The land situated in the City of Antioch, of the County of Contra Costa, State of California, described as follows:

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 TOWNSHIP 2 NORTH, RANGE 2 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TIMOTHY F. BROWN, SR. TO TIMOTHY F. BROWN, JR., RECORDED OCTOBER 2, 1956, IN BOOK 2854 OF OFFICIAL RECORDS, PAGE 527, DISTANT THEREON EAST, 263 FEET FROM THE NORTHWEST CORNER THEREOF, SAID POINT OF BEGINNING ALSO BEING THE NORTHWEST CORNER OF THE PARCEL OF LAND DESCRIBED IN THE DEED FROM TIMOTHY BROWN, SR., A WIDOWER, TO TIMOTHY BROWN, JR., RECORDED APRIL 14, 1955 IN BOOK 2515, OFFICIAL RECORDS, PAGE 137; THENCE FROM SAID POINT OF BEGINNING ALONG THE EXTERIOR LINES OF SAID BROWN PARCEL (2854 OR 527) AS FOLLOWS; WEST. 263 FEET; SOUTH 110 FEET AND EAST 263 FEET TO THE SOUTHWEST CORNER OF SAID BROWN PARCEL (2515 OR 137); THENCE NORTH ALONG THE WEST LINE OF SAID PARCEL (2515 OR 137); 110 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM:

1. THE INTEREST OF CONTRA COSTA COUNTY IN THE WEST 20 FEET THEREOF, AS DESCRIBED IN THE DEED RECORDED FEBRUARY 15, 1938, IN BOOK 453 OF OFFICIAL RECORDS, PAGE 382.
2. THE INTEREST OF THE CITY OF ANTIOCH IN THE EAST 10 FEET OF THE WEST 30 FEET THEREOF, "FOR THE PURPOSE OF A PUBLIC STREET OR HIGHWAY" AS DESCRIBED IN THE DEED RECORDED OCTOBER 5, 1951, IN BOOK 1832 OF OFFICIAL RECORDS, PAGE 262.

APN: 067-251-015-3 and 067-252-011-1 and 067-252-010-3-01 and 068-061-024

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

**EXHIBIT C**  
**NEPA MITIGATION REQUIREMENTS**

Mitigation Measure(s)	Source	Method and date County staff informed Project Sponsor	Included in County loan document and /or project agreement	Verification of Mitigation Measure(s)	Responsible for implementation	Mitigation Timing	Responsible for monitoring and reporting on implementation	Monitoring and reporting frequency	Verification of compliance
<b>Contamination and Toxic Substances</b>									
CT1 (Pinecrest) CT2 (Pinecrest) CT3 (Pinecrest) CT4 (Pinecrest) CT5 (Pinecrest)	Environmental Review by AEM Consulting July 2016		<input checked="" type="checkbox"/>	<input type="checkbox"/> Copy of Bay Area Quality Management District Permit	Asbestos licensed contractor  Lead-based paint licensed contractor	Pre and post rehabilitation	Architect and contractor	Once after rehabilitation	<input type="checkbox"/> Final Certification/permit
CT1 (Terrace Glen) CT2 (Terrace Glen)	Environmental Review by AEM Consulting July 2016		<input checked="" type="checkbox"/>	<input type="checkbox"/> Copy of Bay Area Quality Management District Permit	Asbestos licensed contractor  Lead-based paint licensed contractor	Pre and post rehabilitation	Architect and contractor	Once after rehabilitation	<input type="checkbox"/> Final Certification/permit

**CT1 (Pinecrest)** - The apartments were constructed in 1963, prior to the 1978 ban on lead-based paint (LBP); therefore, LBP may be present. LBP is presumed to have been used on interior and exterior surfaces of the structures. Presumed LBP should be handled in accordance with local, state and federal regulations.

**CT2 (Pinecrest)** - The apartments were constructed in 1963, at a time when the use of asbestos containing materials (ACMs) were prevalent in construction practices. ACMs which are to be impacted by the renovation activities should be conducted by a licensed asbestos abatement contractor in accordance with applicable local, state, and federal guidelines. In addition, any remaining identified ACMs and/or PACMs should be managed in place under a site-specific Operations and Maintenance (O&M) Program.

**CT3 (Pinecrest)** - Due to the above findings, a minimum of a lead-based paint and asbestos survey is required to determine if such materials are present.

**CT4 (Pinecrest)** - If found to be present and may be disturbed by rehabilitation activities, the materials must be abated.

**CT5 (Pinecrest)** - If materials will not be disturbed, an on-going O&M Program must be developed and implemented.

**CT1 (Terrace Glen)** - Asbestos removal activities must be conducted by a licensed asbestos abatement contractor in accordance with applicable local, state and federal guidelines. In addition, any remaining identified ACMs and/or PACMs shall be managed in place under a site-specific O&M Program.

**CT2 (Pinecrest)** - A lead-based paint survey is require to determine if such materials are present. If found to be present and may be disturbed by rehabilitation activities, the materials must be abated or encapsulated. If materials will not be disturbed, an on-going O&M Program must be developed and implemented.

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DEVELOPMENT LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

ANTIOCH RECAP, L.P.

ANTIOCH SCATTERED SITE RENOVATION

dated November 1, 2018

RECORDING REQUESTED PURSUANT  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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INTERCREDITOR AGREEMENT

(Antioch Scattered Site Renovation)

This Intercreditor Agreement (the "Agreement") is dated November 1, 2018, and is among the City of Antioch, a municipal corporation (the "City"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. Borrower is acquiring from Resources for Community Development, a California nonprofit public benefit corporation (the "Terrace Glen Seller" or "RCD") that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street, in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Terrace Glen Property"). The Terrace Glen Property is improved with thirty-two (32) of affordable housing and attendant site improvements (the "Terrace Glen Improvements").

C. Borrower is acquiring from Pinecrest Housing Associates L.P., a California limited partnership (the "Pinecrest Seller") that certain real property located at 1945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Pinecrest Property"). The Pinecrest Property is improved with twenty-four (24) units of affordable housing and attendant site improvements (the "Pinecrest Improvements").

D. The Terrace Glen Improvements and the Pinecrest Improvements, are collectively referred to as the "Improvements." The Terrace Glen Property and the Pinecrest Property, are collectively referred to as the "Property." The Improvements and the Property are collectively referred to as the "Development."

E. The County previously made a loan of Six Hundred Fifteen Thousand Dollars (\$615,000) in HOME Funds to Terrace Glen Partners, L.P., a California limited partnership, on November 4, 1996, which loan was increased to Eight Hundred Fifty-Six Thousand Dollars (\$856,000) on August 5, 1998 as assigned to the Terrace Glen Seller (the "Original County Terrace Glen Loan").

F. The County previously made a loan of Six Hundred Twenty-Five Thousand Dollars (\$625,000) in HOME Funds to the Pinecrest Seller on September 18, 2000 (the "Original County Pinecrest Loan"). The Original County Terrace Glen Loan and the Original County Pinecrest Loan are collectively referred to as the "Original County Loans."

G. In support of the rehabilitation of the Improvements and a common scheme of financing, the County has agreed to restructure the Original County Loans and consent to their assignment to Borrower, and provide additional loan funds to Borrower in the amount of One Million Three Hundred Thousand Dollars (\$1,300,000) (the "New County Loan").

H. The sum of the combined Restructured County Loans and New County Loan is Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan").

I. The Combined County Loan is evidenced by a Development Loan Agreement between the County and Borrower of even date herewith (the "County Loan Agreement"). Pursuant to the County Loan Agreement the Original County Loans are restructured to: (i) extend their term, (ii) change the interest rate, and (iii) include accrued interest in the outstanding principal amount. The Combined County Loan is evidenced by following promissory notes executed Borrower for the benefit of the County (collectively, the "County Notes"): (i) a promissory note in the amount of the Original County Terrace Glen Loan, as restructured (the "Restructured Terrace Glen Loan"); (ii) a promissory note in the amount of the Original County Pinecrest Loan, as restructured (the "Restructured Pinecrest Loan"); and (iii) a promissory note in the amount of the New County Loan. The Combined County Loan is also evidenced by a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, recorded against the Property concurrently herewith (the "County Deed of Trust").

J. The City previously made a loan to Terrace Glen Partners, L.P., a California limited partnership in the amount of One Million Three Hundred Ninety-Seven Thousand Six Hundred Twenty-Five Dollars (\$1,397,625) (the "Original City Terrace Glen Loan"). The City also made a loan to the Pinecrest Seller in the amount of Eight Hundred Seventy Thousand Dollars (\$870,000) (the "Original City Pinecrest Loan"). The Original City Terrace Glen Loan and the Original City Pinecrest Loan are collectively referred to as the "Original City Loans."

K. In support of the rehabilitation of the Improvements and a common scheme of financing, the City has agreed to restructure the Original City Loans and consent to their assignment to Borrower. The principal amount of the restructured Original City Loans is Three Million Five Hundred Twenty-Nine Thousand Six Hundred Thirty-Eight Dollars (\$3,529,638) (the "Restructured City Loan").

L. The Restructured City Loan is evidenced by the following documents (among others): (i) a Restructured Loan Agreement by and between the City and Borrower of even date herewith (the "City Loan Agreement"); (ii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing executed by Borrower for the benefit of the City to be recorded against the Property (the "City Deed of Trust"); and (iii) a Promissory Note executed by Borrower for the benefit of the City in the amount of the Restructured City Loan (the "City Note").

M. The City and the County desire to cause the City Deed of Trust and the County Deed of Trust (together, the "Deeds of Trust") to be equal in lien priority. The City and the County also desire to divide (i) the proceeds of any foreclosure, condemnation or insurance claim, and (ii) the Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the Parties agree as follows:

#### AGREEMENT

1. Definitions. The following terms have the following meanings:
  - (a) "Annual County Loan Payment" has the meaning in Section 2(a).
  - (b) "Annual City Loan Payment" has the meaning in Section 2(b).
  - (c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
    - i. property taxes and assessments imposed on the Development;
    - ii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;
    - iii. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;
    - iv. fees paid to the Issuer with respect to the Bonds;
    - v. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;
    - vi. the Partnership/Asset Fee;
    - vii. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;

- viii. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- ix. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- x. maintenance and repair expenses and services;
- xi. any annual license or certificate of occupancy fees required for operation of the Development;
- xii. security services;
- xiii. advertising and marketing;
- xiv. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a) of the County Loan Agreement;
- xv. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);
- xvi. payment of any previously unpaid portion of Developer Fee (without interest), not to exceed the amount set forth in Section 3.18 of the County Loan Agreement;
- xvii. extraordinary operating costs specifically approved in writing by the County and the City;
- xviii. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Financing" means all of the following loans, grants and equity obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Property and construction of the Development in addition to the Combined County Loan and the Restructured City Loan:

- i. County of Contra Costa Multifamily Housing Revenue Bonds (Antioch Scattered Site Renovation) Series 2018A issued by the County of Contra Costa (the "Issuer") in the approximate amount of Ten Million Four Hundred Seventy-Five Thousand Four Hundred Forty-One Dollars (\$10,475,441) (the "Bonds"), that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Bank Loan") which will convert to a

permanent loan in the approximate amount of Four Million Six Hundred Eighty Thousand Dollars (\$4,680,000) (the "Permanent Loan");

ii. the Low Income Housing Tax Credit investor equity funds in the approximate amount of Six Million Eight Hundred Sixty-Six Thousand Eight Hundred Seventy-Six Dollars (\$6,866,876) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner;

iii. the loan from RCD of Development reserves in the approximate amount of Two Hundred Five Thousand Nine Hundred Dollars (\$205,900) (the "Reserve Loan"); and

iv. the capital contribution from Borrower's general partner in the approximate amount of Five Hundred Forty Thousand Three Hundred Forty-Four Dollars (\$540,344,) (the "GP Capital Contribution").

(e) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(f) "Bank" means Wells Fargo Bank, N.A. a national banking association.

(g) "Bank Loan" has the meaning set forth in Section 1(d)(i).

(h) "Bonds" has the meaning set forth in Section 1(d)(i).

(i) "City" has the meaning set forth in the first paragraph of this Agreement.

(j) "City Deed of Trust" has the meaning set forth in Paragraph L of the

Recitals.

(k) "City Loan Agreement" has the meaning set forth in Paragraph L of the

Recitals.

(l) "City Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan minus any Special City Loan Payment by the sum of (1) the Combined County Loan minus any Special County Loan Payment, and (2) the Restructured City Loan minus any Special City Loan Payment.

(m) "City Note" has the meaning set forth in Paragraph L of the Recitals.

(n) "City Special Repayment Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Restructured City Loan by the sum of (1) the Combined County Loan and (2) the Restructured City Loan.

(o) "Combined County Loan" has the meaning set forth in Paragraph H of the Recitals.

(p) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(q) "County" has the meaning set forth in the first paragraph of this Agreement.

(r) "County Deed of Trust" has the meaning set forth in Paragraph I of the Recitals.

(s) "County Loan Agreement" has the meaning set forth in Paragraph I of the Recitals.

(t) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan minus any Special County Loan Payment by the sum of (1) the Combined County Loan minus any Special County Loan Payment, and (2) the Restructured City Loan minus any Special City Loan Payment.

(u) "County Notes" has the meaning set forth in Paragraph I of the Recitals.

(v) "County Special Repayment Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Combined County Loan by the sum of (1) the Combined County Loan and (2) the Restructured City Loan.

(w) "Deeds of Trust" has the meaning set forth in Paragraph M of the Recitals.

(x) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(y) "Developer Fee" has the meaning set forth in Section 3.18 of the County Loan Agreement.

(z) "Development" has the meaning set forth in Paragraph D of the Recitals.

(aa) "Enforcing Party" has the meaning set forth in Section 6(b).

(bb) "Fifteen Year Compliance Period" means the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(cc) "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that (1) Borrower submits to the California Tax Credit Allocation Committee, and (2) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

(dd) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(ee) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a Party to this Agreement in connection with such foreclosure or other action.

(ff) "GP Capital Contribution" has the meaning set forth in Section 1(d)(v).

(gg) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- i. all rents, fees and charges paid by tenants;
- ii. Section 8 payments or other rental subsidy payments received for the dwelling units;
- iii. deposits forfeited by tenants;
- iv. all cancellation fees;
- v. price index adjustments and any other rental adjustments to leases or rental agreements;
- vi. net proceeds from vending and laundry room machines;
- vii. the proceeds of business interruption or similar insurance not paid to senior lenders;
- viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, capital contributions or similar advances.

(hh) "HOME Funds" means Home Investment Partnerships Act funds provided from HUD to the County pursuant to the Cranston-Gonzales National Housing Act of 1990, which must be used in accordance with 24 C.F.R. Part 92.

(ii) "HUD" means the United States Department of Housing and Urban Development.

(jj) "Improvements" has the meaning set forth in Paragraph D of the Recitals.

(kk) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(ll) "Issuer" has the meaning set forth in Section 1.1(d)(i).

(mm) "Lenders' Share of Residual Receipts" means seventy-five percent (75%) of Residual Receipts.

(nn) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.

(oo) "New County Loan" has the meaning set forth in Paragraph G of the Recitals.

(pp) "Original City Loans" has the meaning set forth in Paragraph J of the Recitals.

(qq) "Original City Pinecrest Loan" has the meaning set forth in Paragraph J of the Recitals.

(rr) "Original City Terrace Glen Loan" has the meaning set forth in Paragraph J of the Recitals.

(ss) "Original County Loans" has the meaning set forth in Paragraph F of the Recitals.

(tt) "Original County Pinecrest Loan" has the meaning set forth in Paragraph F of the Recitals.

(uu) "Original County Terrace Glen Loan" has the meaning set forth in Paragraph E of the Recitals.

(vv) "Parties" means the City, the County, and Borrower.

(ww) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about the date of recordation of the Deeds of Trust, as may be amended from time to time, that governs the operation and organization of Borrower as a California limited partnership.

(xx) "Partnership/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner or affiliate of Borrower or any affiliate of a partner of Borrower, if any, during the Fifteen Year Compliance Period, and (ii) after the expiration of the Fifteen Year Compliance Period asset management fees payable to Borrower, in the amounts approved by the County as set forth in Section 3.19 of the County Loan Agreement.

(yy) "Permanent Financing" means the sum of the following amounts: (i) the Permanent Loan; (ii) the Combined County Loan; (iii) the Restructured City Loan; (iv) the Reserve Loan; (v) the Tax Credit Investor Equity; and (vi) the GP Capital Contribution.

(zz) "Pinecrest Improvements" has the meaning set forth in Paragraph C of the Recitals.

- Recitals.
- (aaa) "Pinecrest Property" has the meaning set forth in Paragraph C of the
  - (bbb) "Pinecrest Seller" has the meaning set forth in Paragraph C of the Recitals.
  - (ccc) "Permanent Loan" has the meaning set forth in Section 1.1(d)(i).
  - (ddd) "Property" has the meaning set forth in Paragraph D of the Recitals.
  - (eee) "RCD" has the meaning set forth in Paragraph B of the Recitals.
  - (fff) "Reserve Loan" has the meaning set forth in Section 1.1(d)(iii)
  - (ggg) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.
  - (hhh) "Restructured City Loan" has the meaning set forth in Paragraph K of the Recitals.
  - (iii) "Restructured County Loans" means the Restructured Terrace Glen Loan, and the Restructured Pinecrest Loan, with a combined principal balance of Two Million Three Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$2,370,962).
  - (jjj) "Restructured Pinecrest Loan" has the meaning set forth in Paragraph I of the Recitals.
  - (kkk) "Restructured Terrace Glen Loan" has the meaning set forth in Paragraph I of the Recitals.
  - (lll) "Special City Loan Payment" has the meaning set forth in Section 3(b).
  - (mmm) "Special County Loan Payment" has the meaning in Section 3(a).
  - (nnn) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.
  - (ooo) "Tax Credit Investor Equity" has the meaning set forth in Section 1(d)(ii).
  - (ppp) "Terrace Glen Improvements" has the meaning set forth in Paragraph B of the Recitals.
  - (qqq) "Terrace Glen Property" has the meaning set forth in Paragraph B of the Recitals.
  - (rrr) "Terrace Glen Seller" has the meaning set forth in Paragraph B of the Recitals.
  - (sss) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the

fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57<sup>th</sup>) anniversary of this Agreement.

2. Annual Payments to County and City.

(a) Combined County Loan.

i. Commencing on June 1, 2020, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual County Loan Payment"). A numerical example of the methodology to be used to calculate the Annual County Loan Payment is shown in Exhibit B attached hereto. In the event of a conflict between the text of this Section 2(a) and Exhibit B, the text of this Section 2(a) will prevail. The County shall apply all Annual County Loan Payments to the Combined County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the Combined County Loan pursuant to the terms of the County Loan Agreement and the County Notes. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Notes if such amendment or waiver could reasonably be deemed to materially adversely affect the City, without the City's prior written approval, which the City may withhold in its sole discretion.

(b) City Loan.

i. Commencing on June 1, 2020, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City in an amount equal to the City Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual City Loan Payment"). A numerical example of the methodology to be used to calculate the Annual City Loan Payment is shown in Exhibit B attached hereto. In the event of a conflict between the text of this Section 2(b) and Exhibit B, the text of this Section 2(b) will prevail. The City shall apply all Annual City Loan Payments to the Restructured City Loan as follows: (1) first, to accrued interest, and (2) second, to principal for the City Loan.

ii. Borrower shall repay the City Loan pursuant to the terms of the City Loan Agreement and the City Note. In the event of any conflict between the repayment terms of the City Loan Agreement and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City Loan Agreement or the City Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Special Repayment from Net Proceeds of Permanent Financing.

(a) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the Combined County Loan, an amount equal to the result obtained by multiplying

the County Special Repayment Prorata Percentage by the Available Net Proceeds (the "Special County Loan Payment").

(b) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the City as a special repayment of the City Loan, an amount equal to the result obtained by multiplying the City Special Repayment Prorata Percentage by the Available Net Proceeds (the "Special City Loan Payment").

(c) No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County and the City a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County and the City shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Borrower's determination is disapproved by the County or the City, Borrower shall re-submit documentation to the County and the City until approval of the County and the City is obtained.

#### 4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual City Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2019, and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lender's Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lender's Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 11 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours.

Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Deeds of Trust. Notwithstanding the fact that the City Deed of Trust may be recorded prior to the County Deed of Trust, or that the County Deed of Trust may be recorded prior to the City Deed of Trust, the Deeds of Trust are equal in lien priority.

6. Notice of Default.

(a) The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the Restructured City Loan and the Combined County Loan.

(b) The City and the County agree not to make a demand for payment from Borrower or accelerate the City Note or the County Notes, as the case may be, or commence enforcement of any of the rights and remedies under the City Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the Party enforcing its rights (the "Enforcing Party") to the other Party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing Party is requesting the other Party's assistance in foreclosure pursuant to Section 7.

7. Cooperation in Foreclosure.

(a) If there is a default under the Restructured City Loan and/or Combined County Loan, after expiration of any applicable cure periods, the party who is the lender on the defaulted loan shall cooperate with the other lender that is a Party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the City may contest the validity, perfection, priority, or enforceability of the lien granted to the other Party by a deed of trust secured by the Property. Notwithstanding any failure of a Party to perfect its lien on the Property or any other defect in the security interests or obligations owing to such Party, the priority and rights as between the lenders that are Parties to this Agreement are as set forth in this Agreement.

8. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under any or both of the Deeds of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the City, or both, in connection with such foreclosure or other action. After such payments (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the Foreclosure Net Proceeds.

9. Insurance and Condemnation Proceeds. If, as a result of having made the Restructured City Loan and the Combined County Loan, the City and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the City is entitled to the result obtained by multiplying the City Loan Prorata Percentage by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Loan Prorata Percentage by the available proceeds.

10. Title to Property. If, as a result of having made the Restructured City Loan and the Combined County Loan, either the City or the County is entitled to title to the Property as a consequence of Borrower's default, then title is to be held in tenancy in common by the City and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Property will be made by joint decision of the City and the County.

11. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City: City of Antioch  
Community Development Department  
P.O. Box 5007  
200 H Street  
Antioch, CA 94531  
Attn: City Manager

County: County of Contra Costa  
Department of Conservation and Development

30 Muir Road  
Martinez, California 94553  
Attention: Assistant Deputy Director

Borrower: Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

Investor Limited  
Partner: RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

12. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

13. California Law. This Agreement is governed by the laws of the State of California.

14. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

15. Legal Actions. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the distribution of proceeds upon foreclosure of or other remedies under the Deeds of Trust, and the entire understanding and agreement of the Parties with respect to the equal lien priority of the City Deed of Trust and County Deed of Trust.

17. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

18. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

19. Subordination. This Agreement is in all respects subordinate to that certain Rental Assistance Demonstration (RAD) Use Agreement (the "RAD Use Agreement") to be entered into between the U.S. Department of Housing and Urban Development and Borrower recorded contemporaneously herewith in the Official Records of Contra Costa County. This subordination continues in effect with respect to any future amendment, extension, renewal, or any other modification of the RAD Use Agreement or this Agreement. If any of the provisions of this Agreement conflict with the terms of the RAD Use Agreement, the provisions of the RAD Use Agreement control.

*[Remainder of Page Left Intentionally Blank]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**BORROWER:**

ANTIOCH RECAP, L.P., a California limited partnership

By: RCD GP III, LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

**APPROVED AS TO FORM:**

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

**APPROVED AS TO FORM:**

GOLDFARB & LIPMAN LLP  
City Special Counsel

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

**CITY:**

CITY OF ANTIOCH

By: \_\_\_\_\_  
Steven Duran, City Manager

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A  
LEGAL DESCRIPTION OF THE PROPERTY  
(both properties)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT B  
COUNTY/CITY  
RESIDUAL RECEIPTS NUMERICAL EXPLANATION

[To be Attached]

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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DEED OF TRUST WITH ASSIGNMENT OF RENTS,  
SECURITY AGREEMENT, AND FIXTURE FILING  
(Antioch Scatted Site Renovation)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of November 1, 2018, by and among Antioch Recap, L.P., a California limited partnership ("Trustor"), North American Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.6 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.5 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

#### ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Intercreditor Agreement" means that certain Intercreditor Agreement of even date herewith, among Trustor, Beneficiary, and the City of Antioch recorded concurrently herewith.

Section 1.3 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962).

Section 1.4 The term "Loan Agreement" means that certain Development Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962).

Section 1.5 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Intercreditor Agreement, the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.6 The term "Note" means collectively, the promissory notes of even date herewith, executed by Trustor in favor of Beneficiary, as they may be amended or restated, in the following principal amounts: (i) Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) for the Restructured Pinecrest Loan; (ii) One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) for the Restructured Terrace Glen Loan, and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) for the New County Loan, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference. All capitalized terms used but not defined in this Section 1.6 have the meanings set forth in the Loan Agreement.

Section 1.7 The term "Principal" means the amounts required to be paid under the Note.

Section 1.8 The term "Regulatory Agreement" means collectively, the following of even date herewith by and between Beneficiary and Trustor and recorded concurrently herewith: (i) the Pinecrest County Regulatory Agreement; (ii) the Pinecrest HOME Regulatory Agreement; (iii) the Terrace Glen County Regulatory Agreement, and (iv) the Terrace Glen HOME Regulatory Agreement. All capitalized terms used but not defined in this Section 1.8 have the meanings set forth in the Loan Agreement.

## ARTICLE 2

### MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

#### Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who

have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

#### Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

#### Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary

under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3  
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii)

make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4  
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.8 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5  
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF  
PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6  
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation,

cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

## ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

### Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

The notice and cure rights of Trustor's limited partner are set forth in Section 6.5 of the Loan Agreement.

### Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to

exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States

payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

#### Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

#### Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

#### Section 7.7 No Waiver.

No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right

hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

#### Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

#### Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

#### Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8  
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attention: Assistant Deputy Director

and (2) if intended for Trustor is to be addressed to:

Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

With a copy to:

RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the

delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

Section 8.15 Subject to RAD Use Agreement.

This Deed of Trust is in all respects subject to and subordinate in priority to that certain Rental Assistance Demonstration (RAD) Use Agreement to be entered into between the U.S. Department of Housing and Urban Development and the Trustor recorded contemporaneously herewith in the Official Records of Contra Costa County.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development,  
a California nonprofit public benefit corporation  
its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

LEGAL DESCRIPTION  
(both properties)

The land is situated in the State of California, County of Contra Costa, and is described as follows:

PROMISSORY NOTE  
(New County Loan)

\$1,300,000

Martinez, California  
November 1, 2018

FOR VALUE RECEIVED, the undersigned Antioch Recap, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to repay Holder the principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000) with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the Development Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the New County Loan will not bear interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.10 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57<sup>th</sup>) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement which Section 2.12 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time

to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

*[signature on following page]*

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development,  
a California nonprofit public benefit corporation  
its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

PROMISSORY NOTE  
(Restructured Pinecrest Loan)

\$958,135

Martinez, California  
November 1, 2018

FOR VALUE RECEIVED, the undersigned Antioch Recap, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in its entirety the promissory note dated September 18, 2000, and executed by Pinecrest Affordable Housing L.P., a California limited partnership for the benefit of Holder, evidencing the obligation to pay the amount of Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds (the "Original Note"). All disbursements under the Original Note will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Note will automatically terminate and will be returned to Borrower by the Holder.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Nine Hundred Fifty-Eight Thousand One Hundred Thirty-Five Dollars (\$958,135) with interest for the funds loaned to Borrower by Holder pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Restructured Pinecrest Loan bears interest from the date of this Note at \_\_\_\_\_%, compounding annually, until full repayment of the outstanding balance of the Restructured Pinecrest Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of this Note.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.10 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the

Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57<sup>th</sup>) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement which Section 2.12 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

*[signature on following page]*

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development,  
a California nonprofit public benefit corporation  
its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

PROMISSORY NOTE  
(Restructured Terrace Glen Loan)

\$1,412,827

Martinez, California  
November 1, 2018

FOR VALUE RECEIVED, the undersigned Antioch Recap, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) plus interest thereon pursuant to Section 2 below.

This Promissory Note (the "Note") replaces in its entirety the promissory note executed by Terrace Glen Partners, L.P., a California limited partnership for the benefit of Holder dated November 4, 1996, as superseded by that certain promissory note dated August 5, 1998, evidencing the obligation to pay the amount of Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds (the "Original Note"). All disbursements under the Original Note will be deemed to be disbursed under this Note. Upon execution of this Note by Borrower, the Original Note will automatically terminate and will be returned to Borrower by the Holder.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of One Million Four Hundred Twelve Thousand Eight Hundred Twenty-Seven Dollars (\$1,412,827) with interest for the funds loaned to Borrower by Holder pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Restructured Terrace Glen Loan bears interest from the date of this Note at \_\_\_\_\_%, compounding annually, until full repayment of the outstanding balance of the Restructured Terrace Glen Loan. It is the intent that the interest rate stated in this Section 2(a) is the Applicable Federal Rate applicable to long-term loans with annual compounding, as calculated in accordance with Internal Revenue Code Section 1274(d) as of the date of this Note.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.10 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55<sup>th</sup>) anniversary of the Completion Date; provided, however, if a record of the

Completion Date cannot be located or established, the Loan is due and payable on the fifty-seventh (57<sup>th</sup>) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to Borrower, pursuant to and except as provided in Section 2.12 of the Loan Agreement which Section 2.12 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the

same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of Borrower's limited partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

*[signature on following page]*

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development,  
a California nonprofit public benefit corporation  
its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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HOME REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
Antioch Scattered Site Renovation  
**(Pinecrest New HOME Units)**

This HOME Regulatory Agreement and Declaration of Restrictive Covenants (the "HOME Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this HOME Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 1945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Pinecrest Affordable Housing, L.P., a California limited partnership (the "Seller"). Borrower intends to rehabilitate the existing twenty-four (24) housing units located on the Property for rental to extremely low, very low and low income households, along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent rehabilitation of thirty-two (32) units of affordable housing located at 35, 45, 101, 103, 105 and

107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch (the "Terrace Glen Property"). The Development and the Terrace Glen Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the owner of the Terrace Glen Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement (the "New County Loan Funds"). The New County Loan Funds are HOME Funds which are set aside for entities that are designated as a Community Housing Development Organization ("CHDO") as defined in 24 C.F.R. 92.2.

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Terrace Glen Property, including this HOME Regulatory Agreement and the County Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this HOME Regulatory Agreement and the County Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Three (3) of the Units are restricted by the County pursuant to this HOME Regulatory Agreement.

I. Fourteen (14) of the Units are restricted by the County pursuant the County Regulatory Agreement (including the units restricted by this HOME Regulatory Agreement after the expiration of the HOME Term). This HOME Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated September 18, 2000, recorded against the Property on September 21, 2000, as Instrument No.2000-204510.

J. As it applies to the HOME-Assisted Units this HOME Regulatory Agreement will be in effect for the HOME Term. The County Regulatory Agreement as it applies to the HOME-

Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(c).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each HOME-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1).
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent, provided that if a different calculation is required by the HOME regulations, such calculation must be used for the HOME-Assisted Units.
- (f) "CHDO" has the meaning set forth in Paragraph E of the Recitals.
- (g) "City" means the City of Antioch, California, a municipal corporation.
- (h) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (i) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(j) "County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(l) "Development" has the meaning set forth in Paragraph C of the Recitals.

(m) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(n) "Existing Tenants" means the tenants that occupy the HOME-Assisted Units on the date of Borrower's acquisition of the Property.

(o) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(p) "High HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(a).

(q) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(r) "HOME-Assisted Units" means the three (3) Units to be rehabilitated on the Property that are (i) restricted to occupancy by Very Low Income Households in compliance with Section 2.1 below, and (ii) are "floating" Units as defined in 24 C.F.R. 92.252(j).

(s) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(t) "HOME Term" means the term of this HOME Regulatory Agreement which commences as of the date of this HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of this HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of this HOME Regulatory Agreement.

(u) "HOME Regulatory Agreement" has the meaning set forth in the first paragraph of this HOME Regulatory Agreement.

(v) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(w) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(x) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(y) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(z) "Low HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).

(aa) "Low Income Household" means a Tenant (i) with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(bb) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(cc) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(dd) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(ee) "New County Loan Funds" has the meaning set forth in Paragraph E of the Recitals.

(ff) "Operating Budget" has the meaning set forth in Section 2.5(a).

(gg) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(hh) "Property" has the meaning set forth in Paragraph C of the Recitals.

(ii) "RCD" means Resources for Community Development, a California nonprofit public benefit corporation.

(jj) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R.

92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(kk) "Rental Subsidy" has the meaning set forth in Section 2.5(a).

(ll) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(mm) "Subsidy Units" has the meaning set forth in Section 2.5(a).

(nn) "Tenant" means the tenant household that occupies a Unit in the Development.

(oo) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(pp) "Terrace Glen Property" has the meaning set forth in Paragraph D of the Recitals.

(qq) "Transfer" has the meaning set forth in Section 6.1.

(rr) "Unit(s)" means one (1) or more of the units in the Development.

(ss) "Very Low Income Household" means a household (i) with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes as set forth in 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(tt) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(a) below.

(uu) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

## ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

### 2.1 Occupancy Requirements.

(a) Very Low Income Units. During the HOME Term Borrower shall cause three (3) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households.

(b) Intermingling of Units. Borrower shall cause the HOME-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The HOME-Assisted Units must be of the bedroom size set forth in the following chart:

	Very Low Income Units
One-Bd.	3

(c) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(d) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Very Low Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to a Very Low Income Household, as necessary to meet the provisions of this Section.

(e) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by a Very Low Income Household pursuant to Section 2.1(a) on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the New County Loan Funds, with interest, in accordance with Section 2.10(c) of the Loan Agreement.

## 2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.4 below,

the Rent paid by Tenants of Very Low Income Units may not exceed the Low HOME Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the HOME-Assisted Units for any housing or other services provided by Borrower.

### 2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all HOME-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the HOME-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually. The method of calculation of utility allowances will be determined by mutual agreement of the County and Borrower, using one of the methodologies permitted by the HOME Regulations.

(b) Rent Increases. All Rent increases for all HOME-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a HOME-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for HOME-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the HOME-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

### 2.4 Increased Income of Tenants.

(a) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(b) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a HOME-Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and

(2) Rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or designate another comparable Unit that is occupied by a Very Low Income Household as a HOME-Assisted Unit, to meet the requirements of Section 2.1(a) above. On the day that Borrower complies with Section 2.1(a) in accordance with this Section 2.4(b), the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(c) Termination of Occupancy. Upon termination of occupancy of a HOME-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

## 2.5 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.3(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the HOME-Assisted Units that overlap with a Subsidy Unit, to the Low HOME Rent and/or High HOME Rent as applicable, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of HOME-Assisted Units subject to the Rent increase and the level of rent increase (i.e. Low HOME Rent and High HOME Rent) may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development;

(3) The Rent of at least one (1) of the HOME-Assisted Units may not exceed the Low HOME Rent;

(4) Borrower shall use good faith efforts to ensure that the Tenants whose Rents are increased to the High HOME Rent have the highest incomes of the Tenants occupying the HOME-Assisted Units; and

(5) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the HOME Assisted Units to be reduced back to the Very Low Income Rent. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Very Low Income Rent, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

### ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

#### 3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are HOME-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in HOME-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this HOME Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(2) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6 (which implements 24 C.F.R. 92.251);

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(4) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200;

(5) Records demonstrating compliance with the HOME marketing, tenant selection, affordability, and income requirements;

(6) Records demonstrating compliance with MBE/WBE requirements;

(7) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(9) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

#### 4.3 Marketing Plan; Tenant Selection Plan.

##### (a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this HOME Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

(3) If any HOME-Assisted Units have not been rented in accordance with Section 2.1 above on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(4) If any HOME-Assisted Units have not been rented to in accordance with Section 2.1 above on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

##### (b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is

approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

#### 4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this HOME Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this HOME Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this HOME Regulatory Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the HOME Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

4.5 Lease Termination. Any termination of a lease or refusal to renew a lease for a HOME-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c) and the requirements of the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

#### 4.6 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92. In the event of any conflict between this HOME Regulatory Agreement and applicable laws and regulations governing the use of the Combined County Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Combined County Loan funds include (but are not limited to) the following:

(1) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(2) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200 and 24 C.F.R. 92.505;

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq. (if applicable); and 24 C.F.R. 92.353;

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and

the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(9) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this HOME Regulatory Agreement:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(8) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(9) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(10) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(11) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(12) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257;

(13) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs;

(14) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 92.356; and

(15) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Combined County Loan funds.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative is required to reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management

practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this HOME Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this HOME Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this HOME Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.5 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this HOME Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire HOME Term of this HOME Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with: (i) 24 C.F.R. Section 92.251, (ii) the lead-based paint requirements in 24 C.F.R. part 35, and (iii) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the HOME Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the HOME Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the HOME Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6  
MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this HOME Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, which entity is also a qualified CHDO entity, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above. If any Transfer results in the removal or withdrawal of Borrower's general partner (except for a Transfer to the Investor Limited Partner for a period not to exceed ninety (90) days as set forth in Subsection (ii) above), Borrower agrees to repay all principal and accrued interest on the New County Loan Funds in full if the general partner is not replaced with a qualified CHDO entity in accordance with this Subsection.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

## 6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this HOME

Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this HOME Regulatory Agreement apply to the Property for the entire HOME Term even if the Combined County Loan is paid in full prior to the end of the HOME Term. This HOME Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this HOME Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the HOME Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this HOME Regulatory Agreement.

6.5 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this HOME Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this HOME Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this HOME Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

#### 6.6 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this HOME Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this HOME Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This HOME Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this HOME Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this HOME Regulatory Agreement extends to or affects any other provision of this HOME Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This HOME Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

Investor Limited  
Partner: RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this HOME Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this HOME Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This HOME Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this HOME Regulatory Agreement will revive according to its original terms if, during the HOME Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this HOME Regulatory Agreement concurrently with the County Regulatory Agreement. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between this HOME Regulatory Agreement and the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of this HOME Regulatory Agreement will prevail.

*[signatures on following pages]*

WHEREAS, this HOME Regulatory Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III, LLC,  
a California limited liability company,  
its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

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

STATE OF CALIFORNIA )

)

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )

)

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description  
**(Pinecrest)**

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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HOME REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
Antioch Scattered Site Renovation  
**(Terrace Glen New HOME Units)**

This HOME Regulatory Agreement and Declaration of Restrictive Covenants (the "HOME Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this HOME Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Resources for Community Development, a California nonprofit public benefit corporation, a California limited partnership (the "Seller" or "RCD"). Borrower intends to rehabilitate the existing thirty-two (32) housing units located on the Property for rental to extremely low, very low and low income households, along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent

rehabilitation of twenty-four (24) units of affordable housing located at 1945 and 1949 Cavallo Road in the City of Antioch (the "Pinecrest Property"). The Development and the Pinecrest Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the owner of the Pinecrest Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement (the "New County Loan Funds"). The New County Loan Funds are HOME Funds which are set aside for entities that are designated as a Community Housing Development Organization ("CHDO") as defined in 24 C.F.R. 92.2.

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Pinecrest Property, including this HOME Regulatory Agreement and the County Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this HOME Regulatory Agreement and the County Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Five (5) of the Units are restricted by the County pursuant to this HOME Regulatory Agreement.

I. Twenty-one (21) of the Units are restricted by the County pursuant the County Regulatory Agreement (including the units restricted by this HOME Regulatory Agreement after the expiration of the HOME Term). This HOME Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated November 4, 1996, recorded against the Property on November 6, 1996, as Instrument No. 96-210492, as amended by a First Amendment to Regulatory Agreement dated August 5, 1998 and recorded against the Property on August 25, 1998, as Instrument No. 98-202840.

J. As it applies to the HOME-Assisted Units this HOME Regulatory Agreement will be in effect for the HOME Term. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(c).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each HOME-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1).
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent, provided that if a different calculation is required by the HOME regulations, such calculation must be used for the HOME-Assisted Units.
- (f) "CHDO" has the meaning set forth in Paragraph E of the Recitals.
- (g) "City" means the City of Antioch, California, a municipal corporation.
- (h) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.

(i) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(j) "County Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(k) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(l) "Development" has the meaning set forth in Paragraph C of the Recitals.

(m) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(n) "Existing Tenants" means the tenants that occupy the HOME-Assisted Units on the date of Borrower's acquisition of the Property.

(o) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(p) "High HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(a).

(q) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(r) "HOME-Assisted Units" means the five (5) Units to be rehabilitated on the Property that are (i) restricted to occupancy by Very Low Income Households in compliance with Section 2.1 below, and (ii) are "floating" Units as defined in 24 C.F.R. 92.252(j).

(s) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(t) "HOME Term" means the term of this HOME Regulatory Agreement which commences as of the date of this HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of this HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of this HOME Regulatory Agreement.

(u) "HOME Regulatory Agreement" has the meaning set forth in the first paragraph of this HOME Regulatory Agreement.

- (v) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (w) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.
- (x) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.
- (y) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.
- (z) "Low HOME Rent" means a monthly Rent that does not exceed the maximum rent published by HUD for a Very Low Income Household for the applicable bedroom size as set forth in 24 C.F.R. 92.252(b).
- (aa) "Low Income Household" means a Tenant (i) with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than eighty percent (80%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes, as such definition may be amended pursuant to 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.
- (bb) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).
- (cc) "Marketing Plan" has the meaning set forth in Section 4.3(a).
- (dd) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.
- (ee) "New County Loan Funds" has the meaning set forth in Paragraph E of the Recitals.
- (ff) "Operating Budget" has the meaning set forth in Section 2.5(a).
- (gg) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.
- (hh) "Pinecrest Property" has the meaning set forth in Paragraph D of the Recitals.
- (ii) "Property" has the meaning set forth in Paragraph C of the Recitals.

(jj) "RCD" has the meaning set forth in Paragraph C of the Recitals.

(kk) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3)), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(ll) "Rental Subsidy" has the meaning set forth in Section 2.5(a).

(mm) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(nn) "Subsidy Units" has the meaning set forth in Section 2.5(a).

(oo) "Tenant" means the tenant household that occupies a Unit in the Development.

(pp) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(qq) "Transfer" has the meaning set forth in Section 6.1.

(rr) "Unit(s)" means one (1) or more of the units in the Development.

(ss) "Very Low Income Household" means a household (i) with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than fifty percent (50%) of Median Income on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes as set forth in 24 C.F.R. Section 92.2, and (ii) that is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(tt) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(a) below.

(uu) "Very Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Very Low Income Households.

## ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

### 2.1 Occupancy Requirements.

(a) Very Low Income Units. During the HOME Term Borrower shall cause

five (5) Units to be rented to and occupied by or, if vacant, available for occupancy by, Very Low Income Households.

(b) Intermingling of Units. Borrower shall cause the HOME-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The HOME-Assisted Units must be of the bedroom size set forth in the following chart:

	Very Low Income Units
Two-Bd.	4
Three-Bd.	1
<b>Total</b>	<b>5</b>

(c) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(d) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Very Low Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to a Very Low Income Household, as necessary to meet the provisions of this Section.

(e) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by a Very Low Income Household pursuant to Section 2.1(a) on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the New County Loan Funds, with interest, in accordance with Section 2.10(c) of the Loan Agreement.

## 2.2 Allowable Rent.

(a) Very Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed the Low HOME Rent.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the HOME-Assisted Units for any housing or other services provided by Borrower.

## 2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all HOME-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the HOME-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually. The method of calculation of utility allowances will be determined by mutual agreement of the County and Borrower, using one of the methodologies permitted by the HOME Regulations.

(b) Rent Increases. All Rent increases for all HOME-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a HOME-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for HOME-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the HOME-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

## 2.4 Increased Income of Tenants.

(a) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Low HOME Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(b) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a HOME-Assisted Unit, Borrower determines that the Tenant's income has

increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and

(2) Rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or designate another comparable Unit that is occupied by a Very Low Income Household as a HOME-Assisted Unit, to meet the requirements of Section 2.1(a) above. On the day that Borrower complies with Section 2.1(a) in accordance with this Section 2.4(b), the Unit with the over-income Tenant will no longer be considered a HOME-Assisted Unit.

(c) Termination of Occupancy. Upon termination of occupancy of a HOME-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

## 2.5 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.3(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the HOME-Assisted Units that overlap with a Subsidy Unit, to the Low HOME Rent and/or High HOME Rent as applicable, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of HOME-Assisted Units subject to the Rent increase and the level of rent increase (i.e. Low HOME Rent and High HOME Rent) may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development;

(3) The Rent of at least one (1) of the HOME-Assisted Units may not exceed the Low HOME Rent;

(4) Borrower shall use good faith efforts to ensure that the Tenants whose Rents are increased to the High HOME Rent have the highest incomes of the Tenants occupying the HOME-Assisted Units; and

(5) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the HOME Assisted Units to be reduced back to the Very Low Income Rent. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Very Low Income Rent, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

### ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the HOME-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

#### 3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are HOME-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in HOME-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this HOME Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(1) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(2) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6 (which implements 24 C.F.R. 92.251);

(3) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

- Part 200;
- (4) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200;
  - (5) Records demonstrating compliance with the HOME marketing, tenant selection, affordability, and income requirements;
  - (6) Records demonstrating compliance with MBE/WBE requirements;
  - (7) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;
  - (8) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and
  - (9) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

#### 4.3 Marketing Plan; Tenant Selection Plan.

##### (a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this HOME Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

(3) If any HOME-Assisted Units have not been rented in accordance with Section 2.1 above on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(4) If any HOME-Assisted Units have not been rented to in accordance with Section 2.1 above on or before the date that is twelve (12) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

##### (b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is

approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this HOME Regulatory Agreement.

#### 4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this HOME Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this HOME Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this HOME Regulatory Agreement, or (ii) qualify as a Very Low Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the HOME Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

4.5 Lease Termination. Any termination of a lease or refusal to renew a lease for a HOME-Assisted Unit within the Development must be in conformance with 24 C.F.R. 92.253(c) and the requirements of the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

#### 4.6 HOME Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the HOME Funds as set forth in 24 C.F.R. Part 92. In the event of any conflict

between this HOME Regulatory Agreement and applicable laws and regulations governing the use of the Combined County Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Combined County Loan funds include (but are not limited to) the following:

(1) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(2) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200 and 24 C.F.R. 92.505;

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq. (if applicable); and 24 C.F.R. 92.353;

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(9) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this HOME Regulatory Agreement:

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(ii) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(iii) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(iv) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(v) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of

24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(vi) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(vii) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(10) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(11) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(12) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(13) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(14) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME requirements, the Borrower shall comply with all

conditions prescribed by HUD for the use of HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257;

(15) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs;

(16) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 92.356; and

(17) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Combined County Loan funds.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative is required to reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in

accordance with the requirements and standards of this HOME Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this HOME Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this HOME Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.5 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this HOME Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire HOME Term of this HOME Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with: (i) 24 C.F.R. Section 92.251, (ii) the lead-based paint requirements in 24 C.F.R. part 35, and (iii) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the HOME Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections

of the Development during the HOME Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the HOME Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

## ARTICLE 6 MISCELLANEOUS

### 6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this HOME Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as

limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, which entity is also a qualified CHDO entity, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above. If any Transfer results in the removal or withdrawal of Borrower's general partner (except for a Transfer to the Investor Limited Partner for a period not to exceed ninety (90) days as set forth in Subsection (ii) above), Borrower agrees to repay all principal and accrued interest on the New County Loan Funds in full if the general partner is not replaced with a qualified CHDO entity in accordance with this Subsection.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

## 6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or

segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this HOME Regulatory Agreement apply to the Property for the entire HOME Term even if the Combined County Loan is paid in full prior to the end of the HOME Term. This HOME Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this HOME Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the HOME Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this HOME Regulatory Agreement.

6.5 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this HOME Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this HOME Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this HOME Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

#### 6.6 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this HOME Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this HOME Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This HOME Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this HOME Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this HOME Regulatory Agreement extends to or affects any other provision of this HOME Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This HOME Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

Investor Limited  
Partner: RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this HOME Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this HOME Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This HOME Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this HOME Regulatory Agreement will revive according to its original terms if, during

the HOME Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this HOME Regulatory Agreement concurrently with the County Regulatory Agreement. The County Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for fifty-five (55) years from the Completion Date which term overlaps with but is longer than the HOME Term. Compliance with the terms of this HOME Regulatory Agreement will be deemed compliance with the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between this HOME Regulatory Agreement and the County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of this HOME Regulatory Agreement will prevail.

*[remainder of page intentionally left blank]*

*[signatures on following pages]*

WHEREAS, this HOME Regulatory Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III, LLC,  
a California limited liability company,  
its general partner

By: Resources for Community  
Development, a California nonprofit  
public benefit corporation its sole  
member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description  
**(Terrace Glen)**

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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COUNTY REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
Antioch Scattered Site Renovation  
**(Pinecrest Existing Loan Funds)**

This County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this County Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 31945 and 1949 Cavallo Road in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Pinecrest Affordable Housing, L.P., a California limited partnership (the "Seller"). Borrower intends to rehabilitate the existing twenty-four (24) housing units located on the Property for rental to extremely low, very low and low income households along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent rehabilitation of twenty-four (24) units of affordable housing located at 35, 45, 101, 103, 105 and

107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch (the "Terrace Glen Property"). The Development and the Terrace Glen Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the prior owner of the Terrace Glen Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement, which are HOME Funds set aside for entities that are designated as a Community Housing Development Organization ("CHDO") as defined in 24 C.F.R. 92.2.

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Terrace Glen Property, including this County Regulatory Agreement and the HOME Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this County Regulatory Agreement and the HOME Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Fourteen (14) of the Units are restricted by the County pursuant to this County Regulatory Agreement.

I. Three (3) of the Units are restricted by the County pursuant the HOME Regulatory Agreement (the "HOME-Assisted Units"). This County Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated September 18, 2000, recorded against the Property on September 21, 2000, as Instrument No.2000-204510.

J. As it applies to the County-Assisted Units this County Regulatory Agreement will be in effect for the Term. The HOME Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for the HOME Term. Pursuant to Section 6.16 below, compliance with

the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(e).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent.
- (f) "CHDO" has the meaning set forth in Paragraph E of the Recitals.
- (g) "City" means the City of Antioch, California, a municipal corporation.
- (h) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (i) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.
- (j) "County-Assisted Units" means the fourteen (14) Units to be rehabilitated on the Property that are restricted to occupancy by Extremely Low Income Households, Very

Low Income Households, and Forty Percent Income Households in compliance with Section 2.1 below.

(k) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.

(l) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(m) "Development" has the meaning set forth in Paragraph C of the Recitals.

(n) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(o) "Existing Tenants" means the tenants that occupy the County-Assisted Units on the date of Borrower's acquisition of the Property.

(p) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size.

(q) "Extremely Low Income Rent" means the maximum allowable rent for a Extremely Income Unit pursuant to Section 2.2(a) below.

(r) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(s) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(t) "Forty Percent Income Household" means a household with an Adjusted Income that does not exceed forty percent (40%) of Median Income, adjusted for Actual Household Size.

(u) "Forty Percent Income Rent" means the maximum allowable rent for a Forty Percent Income Unit pursuant to Section 2.2(b) below.

(v) "Forty Percent Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Forty Percent Income Households.

(w) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(x) "HOME-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(y) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(z) "HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(aa) "HOME Term" means the term of the HOME Regulatory Agreement which commences as of the date of the HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of the HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of the HOME Regulatory Agreement.

(bb) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(cc) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(dd) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(ee) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(ff) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, adjusted for Actual Household Size.

(gg) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(hh) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(ii) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(jj) "Operating Budget" has the meaning set forth in Section 2.6(a).

(kk) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(ll) "Property" has the meaning set forth in Paragraph C of the Recitals.

(mm) "RCD" means Resources for Community Development, a California nonprofit public benefit corporation.

(nn) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(oo) "Rental Subsidy" has the meaning set forth in Section 2.6(a).

(pp) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(qq) "Sixty Percent Income Rent" means a monthly Rent amount not exceeding one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(rr) "Subsidy Units" has the meaning set forth in Section 2.6(a).

(ss) "Tenant" means the tenant household that occupies a Unit in the Development.

(tt) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(uu) "Term" means the term of this County Regulatory Agreement which commences as of the date of this County Regulatory Agreement, and unless sooner terminated pursuant to the terms of this County Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this County Regulatory Agreement.

(vv) "Terrace Glen Property" has the meaning set forth in Paragraph D of the Recitals.

(ww) "Transfer" has the meaning set forth in Section 6.1.

(xx) "Unit(s)" means one (1) or more of the units in the Development.

(yy) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, adjusted for Actual Household Size.

(zz) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(c) below.

(aaa) "Very Low Income Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Very Low Income Households.

ARTICLE 2  
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Borrower shall cause three (3) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Forty Percent Income Units. During the Term Borrower shall cause five (5) Units to be rented to and occupied by or, if vacant, available for occupancy by Forty Percent Income Households.

(c) Very Low Income Units. During the Term Borrower shall cause six (6) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. This includes the three (3) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(d) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Forty Percent Income Units	Very Low Income Units*
One-Bd. Units	3	5	6 (includes 3 HOME-Assisted)

\*Note: the six (6) Very Low Income Units listed above includes three (3) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(e) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(f) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Extremely Low Income Units, Very Low Income Units, and Forty Percent Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household, as necessary to meet the provisions of this Section.

## 2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Extremely Low Income Units, may not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Forty Percent Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Forty Percent Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of Forty Percent (40%) of Median Income, adjusted for Assumed Household Size.

(c) Very Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Very Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(d) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Compliance with TCAC Requirements. During the term of any regulatory agreement associated with the provision of low income housing tax credits by the California Tax Credit Allocation Committee ("TCAC") and recorded against the Property (the "TCAC Regulatory Agreement"), Borrower may use the occupancy standards, occupancy assumptions, income limits, and rent levels that are permitted by TCAC in the TCAC Regulatory Agreement, in place of such requirements imposed by this County Regulatory Agreement. This does not apply to the HOME-Assisted Units which are regulated by the HOME Regulatory Agreement

during the HOME Term.

#### 2.4 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

#### 2.5 Increased Income of Tenants.

(a) Increased Income of an Extremely Low Income Household to Above Extremely Low Income but Below the Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to above the qualifying limit for an Extremely Low Income Household but below the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income of an Extremely Low Income Household to at or Above Very Low Income Limit but below Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to at or above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent may be increased to the Very Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not

exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Increased Income of a Forty Percent Income Household to Above Forty Percent Income but Below the Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of a Forty Percent Income Unit, Borrower determines that the income of the Tenant has increased to above the qualifying limit for a Forty Percent Income Household but below the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Forty Percent Income Rent. Borrower shall then rent the next available Unit to a Forty Percent Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Forty Percent Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household a Forty Percent Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Forty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Increased Income of a Forty Percent Income Household to at or Above Very Low Income Limit but below Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of a Forty Percent Income Unit, Borrower determines that the income of the Tenant has increased to at or above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent may be increased to the Very Low Income Rent. Borrower shall then rent the next available Unit to a Forty Percent Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Forty Percent Income Rent, or re-designate another comparable Unit in the Development with a Forty Percent Income Household n Forty Percent Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Forty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) Increased Income of a Very Low Income Household to above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the Very Low Income Rent, or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a

Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(f) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent, and

(2) Rent the next available Unit to an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household, as applicable, as a County Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(f), the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(g) Termination of Occupancy. Upon termination of occupancy of a County Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

## 2.6 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.4(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the County-Assisted Units that overlap with a Subsidy Unit, to the Sixty Percent Income Rent, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of County-Assisted Units subject to the Rent increase and the level of rent increase may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown

on the Operating Budget, and as is necessary to maintain the financial stability of the Development; and

(3) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the County-Assisted Units to be reduced back to the Rents set out in Section 2.2. Upon receipt of any alternative rental subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Rents set out in Section 2.2, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

### ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

#### 3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this County Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records (including the records required under the HOME Regulatory Agreement) for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(ii) Records demonstrating compliance with the maintenance requirements set forth in Section 5.6;

(iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(iv) Financial records; and

(v) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

#### ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this County Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for

resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. The form of lease must comply with all requirements of this County Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this County Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this County Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Very Low Income Household, or Forty Percent Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County Assisted Unit within the Development must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative shall reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this County Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this County Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this County Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this County Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this County Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) any other standards provided by the County (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the Term. If the

Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

## ARTICLE 6 MISCELLANEOUS

### 6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this County Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in

subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, which entity is also a qualified CHDO entity, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above. If any Transfer results in the removal or withdrawal of Borrower's general partner (except for a Transfer to the Investor Limited Partner for a period not to exceed ninety (90) days as set forth in Subsection (ii) above), Borrower agrees to repay all principal and accrued interest on the loan of One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds in full if the general partner is not replaced with a qualified CHDO entity in accordance with this Subsection.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

## 6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this County Regulatory Agreement and the HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income

(e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this County Regulatory Agreement apply to the Property for the entire Term even if the Combined County Loan is paid in full prior to the end of the Term. This County Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

#### 6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this County Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this County Regulatory Agreement.

6.6 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this County Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this County Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this County Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this County Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this County Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this County Regulatory Agreement extends to or affects any other provision of this County Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This County Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

Investor Limited  
Partner: RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this County Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this County Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This County Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this County Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this County Regulatory Agreement concurrently with the HOME Regulatory Agreement. This County Regulatory Agreement applies to all the County-Assisted Units including the HOME-Assisted Units. The HOME Regulatory Agreement applies only to the HOME-Assisted Units and includes HOME requirements applicable to the use of HOME Funds. The HOME Regulatory Agreement will be in effect for the HOME Term. Compliance with the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between the HOME Regulatory Agreement and this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of the HOME Regulatory Agreement will prevail.

*[remainder of page intentionally left blank]*

WHEREAS, this County Regulatory Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Antioch Recap, L.P., a California limited partnership

By: RCD GP III, LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description  
**(Pinecrest)**

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Contra Costa County  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

No fee for recording pursuant to  
Government Code Section 27383 and 27388.1

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COUNTY REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS  
Antioch Scattered Site Renovation  
**(Terrace Glen Existing Loan Funds)**

This County Regulatory Agreement and Declaration of Restrictive Covenants (the "County Regulatory Agreement") is dated November 1, 2018 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Antioch Recap, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this County Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to the Cranston-Gonzales National Housing Act of 1990 ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92.

C. Borrower intends to purchase that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property") from Resources for Community Development, a California nonprofit public benefit corporation, (the "Seller" or "RCD"). Borrower intends to rehabilitate the existing thirty-two (32) housing units located on the Property for rental to extremely low, very low and low income households along with one (1) manager's unit. Together the Property and its improvements are the "Development".

D. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Three Million Six Hundred Seventy Thousand Nine Hundred Sixty-Two Dollars (\$3,670,962) (the "Combined County Loan") to assist in the rehabilitation of the Development, and the concurrent

rehabilitation of twenty-four (24) units of affordable housing located at 1945 and 1949 Cavallo Road in the City of Antioch (the "Pinecrest Property"). The Development and the Pinecrest Property are collectively referred to as the "Antioch Scattered Site Development." The Combined County Loan includes restructured existing financing associated with the Antioch Scattered Site Development, as well as new financing, to assist in the rehabilitation of the Antioch Scattered Site Development.

E. The Combined County Loan includes: (i) Eight Hundred Fifty-Six Thousand Dollars (\$856,000) of HOME Funds previously loaned to the Seller and restructured pursuant to the Loan Agreement; (ii) Six Hundred Twenty-Five Thousand Dollars (\$625,000) of HOME Funds previously loaned to the owner of the Pinecrest Property and restructured pursuant to the Loan Agreement; and (iii) One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds to be loaned to Borrower by the County, concurrent with the execution of this HOME Regulatory Agreement, which are HOME Funds set aside for entities that are designated as a Community Housing Development Organization ("CHDO") as defined in 24 C.F.R. 92.2.

F. In addition to the Loan Agreement, the Combined County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the City of Antioch, the County, and Borrower; (iii) three (3) promissory notes executed by Borrower of even date herewith, for the existing loan portions of the Combined County Loan assumed by Borrower, and the newly funded portion of the Combined County Loan; and (iv) four (4) regulatory agreements associated with the Development and the Pinecrest Property, including this County Regulatory Agreement and the HOME Regulatory Agreement, executed by Borrower of even date herewith, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the Combined County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

H. The County has agreed to make the Combined County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this County Regulatory Agreement and the HOME Regulatory Agreement, and in the related documents evidencing the Combined County Loan. Twenty-one (21) of the Units are restricted by the County pursuant to this County Regulatory Agreement.

I. Five (5) of the Units are restricted by the County pursuant the HOME Regulatory Agreement (the "HOME-Assisted Units"). This County Regulatory Agreement supersedes in its entirety the Regulatory Agreement dated November 4, 1996, recorded against the Property on November 6, 1996, as Instrument No. 96-210492, as amended by a First Amendment to Regulatory Agreement dated August 5, 1998 and recorded against the Property on August 25, 1998, as Instrument No. 98-202840.

J. As it applies to the County-Assisted Units this County Regulatory Agreement will be in effect for the Term. The HOME Regulatory Agreement as it applies to the HOME-Assisted Units will be in effect for the HOME Term. Pursuant to Section 6.16 below, compliance with the terms of the HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term with respect to the HOME-Assisted Units.

K. In consideration of receipt of the Combined County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

## AGREEMENT

### ARTICLE 1 DEFINITIONS

#### 1.1 Definitions.

The following terms have the following meanings:

- (a) "Accessibility Requirements" has the meaning set forth in Section 2.1(e).
- (b) "Actual Household Size" means the actual number of persons in the applicable household.
- (c) "Adjusted Income" means with respect to the Tenant of each Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.
- (d) "Antioch Scattered Site Development" has the meaning set forth in Paragraph D of the Recitals.
- (e) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent.
- (f) "CHDO" has the meaning set forth in Paragraph E of the Recitals.
- (g) "City" means the City of Antioch, California, a municipal corporation.
- (h) "Combined County Loan" has the meaning set forth in Paragraph D of the Recitals.
- (i) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(j) "County-Assisted Units" means the twenty (20) Units to be rehabilitated on the Property that are restricted to occupancy by Extremely Low Income Households, Very Low Income Households, and Sixty Percent Income Households in compliance with Section 2.1 below.

(k) "County Regulatory Agreement" has the meaning set forth in the first paragraph of this County Regulatory Agreement.

(l) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, North American Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Combined County Loan and Borrower's performance of the Loan Documents.

(m) "Development" has the meaning set forth in Paragraph C of the Recitals.

(n) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(o) "Existing Tenants" means the tenants that occupy the County-Assisted Units on the date of Borrower's acquisition of the Property.

(p) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size.

(q) "Extremely Low Income Rent" means the maximum allowable rent for a Extremely Income Unit pursuant to Section 2.2(a) below.

(r) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(s) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(t) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(u) "HOME-Assisted Units" has the meaning set forth in Paragraph I of the Recitals.

(v) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(w) "HOME Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Combined County Loan, to be recorded against the Property concurrently herewith.

(x) "HOME Term" means the term of the HOME Regulatory Agreement which commences as of the date of the HOME Regulatory Agreement, and unless sooner terminated pursuant to the terms of the HOME Regulatory Agreement, expires on the sixteenth (16th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the HOME Term will expire on the eighteenth (18th) anniversary of the HOME Regulatory Agreement.

(y) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(z) "Investor Limited Partner" means, RSEP Holding, LLC, a Delaware limited liability company.

(aa) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(bb) "Loan Documents" has the meaning set forth in Paragraph F of the Recitals.

(cc) "Low Income Household" means a Tenant with an Adjusted Income that does not exceed eighty percent (80%) of Median Income, adjusted for Actual Household Size.

(dd) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(ee) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(ff) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(gg) "Operating Budget" has the meaning set forth in Section 2.6(a).

(hh) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership, dated on or about November 1, 2018, that governs the operation and organization of Borrower as a California limited partnership.

(ii) "Pinecrest Property" has the meaning set forth in Paragraph D of the Recitals.

(jj) "Property" has the meaning set forth in Paragraph C of the Recitals.

(kk) "RCD" has the meaning set forth in Paragraph C of the Recitals.

(ll) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental

housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(mm) "Rental Subsidy" has the meaning set forth in Section 2.6(a).

(nn) "Seller" has the meaning set forth in Paragraph C of the Recitals.

(oo) "Sixty Percent Income Household" means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income, adjusted for Actual Household Size.

(pp) "Sixty Percent Income Rent" means the maximum allowable rent for a Sixty Percent Income Unit pursuant to Section 2.2(c) below.

(qq) "Sixty Percent Income Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Sixty Percent Income Households.

(rr) "Subsidy Units" has the meaning set forth in Section 2.6(a).

(ss) "Tenant" means the tenant household that occupies a Unit in the Development.

(tt) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(uu) "Term" means the term of this County Regulatory Agreement which commences as of the date of this County Regulatory Agreement, and unless sooner terminated pursuant to the terms of this County Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this County Regulatory Agreement.

(vv) "Transfer" has the meaning set forth in Section 6.1.

(ww) "Unit(s)" means one (1) or more of the units in the Development.

(xx) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, adjusted for Actual Household Size.

(yy) "Very Low Income Rent" means the maximum allowable rent for a Very Low Income Unit pursuant to Section 2.2(b) below.

(zz) "Very Low Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

ARTICLE 2  
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Borrower shall cause four (4) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Very Low Income Units. During the Term Borrower shall cause twelve (12) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households. This includes the five (5) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term.

(c) Sixty Percent Income Units. During the Term Borrower shall cause four (4) Units to be rented to and occupied by or, if vacant, available for occupancy by Sixty Percent Income Households.

(d) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Very Low Income Units*	Sixty Percent Income Units
One-Bd. Units		4	
Two-Bd. Units	2	6 (includes 4 HOME-Assisted)	4
Three-Bd. Units	2	2 (includes 1 HOME-Assisted)	
<b>Total</b>	<b>4</b>	<b>12</b>	<b>4</b>

\*Note: the twelve (12) Very Low Income Units listed above includes five (5) HOME-Assisted Units that are regulated by the HOME Regulatory Agreement during the HOME Term and are regulated by this County Regulatory Agreement after the HOME Term. The one (1) Very Low Income HOME-Assisted Unit that is a three-bedroom Unit overlaps with one of the two (2) non-HOME-Assisted Units that are three-bedroom Units.

(e) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the

California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this HOME Regulatory Agreement, repayment of the Combined County Loan and the reconveyance of the Deed of Trust.

(f) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of acquisition of the Development. Concurrent with providing the report to the County, Borrower shall also provide a proposal regarding designation of Units as Extremely Low Income Units, Very Low Income Units, and Sixty Percent Income Units. Borrower shall not implement any rent increases for Existing Tenants upon acquisition of the Development without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income and other eligibility criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household, as necessary to meet the provisions of this Section.

## 2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Extremely Low Income Units, may not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(b) Very Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Very Low Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(c) Sixty Percent Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of Sixty Percent Income Units may not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(d) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Compliance with TCAC Requirements. During the term of any regulatory agreement associated with the provision of low income housing tax credits by the California Tax Credit Allocation Committee ("TCAC") and recorded against the Property (the "TCAC"),

Regulatory Agreement"), Borrower may use the occupancy standards, occupancy assumptions, income limits, and rent levels that are permitted by TCAC in the TCAC Regulatory Agreement, in place of such requirements imposed by this County Regulatory Agreement. This does not apply to the HOME-Assisted Units which are regulated by the HOME Regulatory Agreement during the HOME Term.

#### 2.4 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

#### 2.5 Increased Income of Tenants.

(a) Increased Income of an Extremely Low Income Household to Above Extremely Low Income but Below the Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to above the qualifying limit for an Extremely Low Income Household but below the qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income of an Extremely Low Income Household to at or Above Very Low Income Limit but below Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased to at or above the qualifying limit for a

Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent may be increased to the Very Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the Extremely Low Income Rent, or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Increased Income of a Very Low Income Household to above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the Very Low Income Rent, or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(d) Increased Income of a Sixty Percent Income Household to below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Sixty Percent Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Sixty Percent Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Sixty Percent Income Rent. Borrower shall then rent the next available Unit to a Sixty Percent Income Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the Sixty Percent Income Rent, or re-designate another comparable Unit in the Development with a Sixty Percent Income Household a Sixty Percent Income Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a Sixty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(e) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may:

(1) With 60 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent, and

(2) Rent the next available Unit to an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household, as applicable, as a County Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(e), the Unit with the over-income Tenant will no longer be considered a County Assisted Unit.

(f) Termination of Occupancy. Upon termination of occupancy of a County Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

## 2.6 Loss of Subsidy.

(a) It is anticipated that certain Units in the Development (the "Subsidy Units") will receive Project-Based Section 8 or other rental subsidy payments (the "Rental Subsidy") throughout the Term, as reflected in the Approved Development Budget. Notwithstanding Section 2.4(b), if any change in federal law occurs, or any action (or inaction) by Congress or any federal or State agency occurs, which results in a reduction, termination or nonrenewal of the Rental Subsidy through no fault of the Borrower, such that the Rental Subsidy shown on the Approved Development Budget is no longer available, Borrower may increase the Rent on one or more of the County-Assisted Units that overlap with a Subsidy Unit, to the Sixty Percent Income Rent, subject to the following requirements:

(1) At the time Borrower requests an increase in the Rent, Borrower shall provide the County with an operating budget for the Development for the County's approval pursuant to Section 4.4 of the Loan Agreement, showing the impact of the loss or reduction of the Rental Subsidy (the "Operating Budget");

(2) The number of County-Assisted Units subject to the Rent increase and the level of rent increase may not be greater than the amount required to ensure that the Development generates sufficient income to cover its operating costs and debt service as shown on the Operating Budget, and as is necessary to maintain the financial stability of the Development; and

(3) Any such Rent increase must be pursuant to a transition plan approved by the County, consistent with remedial measures set forth in California Code of Regulations Title 4, Division 17, Chapter 1, Section 10337(a)(3) or successor regulation applicable to California's Federal and State Low Income Housing Tax Credit Program.

(b) Borrower shall use good faith efforts to obtain alternative sources of rental subsidies and shall provide the County with annual progress reports on efforts to obtain alternative sources of rental subsidies that would allow the rents on the County-Assisted Units to be reduced back to the Rents set out in Section 2.2. Upon receipt of any alternative rental

subsidies, Borrower shall reduce the rents on the County-Assisted Units back to the Rents set out in Section 2.2, to the extent that the alternative rental subsidies provide sufficient income to cover the operating costs and debt service of the Development as shown on the Operating Budget.

### ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

#### 3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to

occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

### 3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this County Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records (including the records required under the HOME Regulatory Agreement) for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Combined County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the Combined County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the Combined County Loan funds;

(ii) Records demonstrating compliance with the maintenance requirements set forth in Section 5.6;

(iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(iv) Financial records; and

(v) Records demonstrating compliance with the marketing, tenant selection, affordability, and income requirements.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4  
OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with HOME Funds as contained in 42 U.S.C. Section 12701, et seq., 24 C.F.R. Part 92, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this County Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date rehabilitation of the

Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan").

Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d), and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date rehabilitation of the Development is projected to be complete, Borrower will be in default of this County Regulatory Agreement.

#### 4.4 Lease Provisions.

(a) No later than four (4) months prior to the date rehabilitation of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. The form of lease must comply with all requirements of this County Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this County Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this County Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Very Low Income Household, or Sixty Percent Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marking Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County Assisted Unit within the Development must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

## ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative shall reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved the John Stewart Company as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this County Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this County Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this County Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this County Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this County Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) any other standards provided by the County (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of rehabilitation of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to

Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

## ARTICLE 6 MISCELLANEOUS

### 6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this County Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Combined County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner and Red Stone Equity Manager, LLC, a Delaware limited liability company, to Borrower as limited partners. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to RCD, or a non-profit affiliate of RCD, and an assumption of the Combined County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the

transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by RCD, or a non-profit affiliate of RCD at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, which entity is also a qualified CHDO entity, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above. If any Transfer results in the removal or withdrawal of Borrower's general partner (except for a Transfer to the Investor Limited Partner for a period not to exceed ninety (90) days as set forth in Subsection (ii) above), Borrower agrees to repay all principal and accrued interest on the loan of One Million Three Hundred Thousand Dollars (\$1,300,000) in HOME Funds in full if the general partner is not replaced with a qualified CHDO entity in accordance with this Subsection.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(f) of the Loan Agreement.

## 6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this County Regulatory Agreement and the HOME Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this County Regulatory Agreement apply to the Property for the entire Term even if the Combined County Loan is paid in full prior to the end of the Term. This County Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Combined County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this County Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such

contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this County Regulatory Agreement.

6.6 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this County Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this County Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the Combined County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this County Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this County Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this County Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This County Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this County Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this County Regulatory Agreement extends to or affects any other provision of this County Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This County Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid,

addressed to the appropriate party as follows:

County: County of Contra Costa  
Department of Conservation and Development  
30 Muir Road  
Martinez, CA 94553  
Attn: Assistant Deputy Director

Borrower: Antioch Recap, L.P.  
c/o Resources for Community Development  
2220 Oxford Street  
Berkeley, California 94704  
Attention: Executive Director

Investor Limited  
Partner: RSEP Holding, LLC  
c/o Red Stone Equity Partners, LLC  
1100 Superior Avenue, Suite 1640  
Cleveland, OH 44114  
Attention: General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this County Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this County Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This County Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this County Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

6.16 County Regulatory Agreement. The County and Borrower are entering into this County Regulatory Agreement concurrently with the HOME Regulatory Agreement. This County Regulatory Agreement applies to all the County-Assisted Units including the HOME-Assisted Units. The HOME Regulatory Agreement applies only to the HOME-Assisted Units and includes HOME requirements applicable to the use of HOME Funds. The HOME Regulatory Agreement will be in effect for the HOME Term. Compliance with the terms of the

HOME Regulatory Agreement will be deemed compliance with this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units. In the event of a conflict between the HOME Regulatory Agreement and this County Regulatory Agreement during the HOME Term as it applies to the HOME-Assisted Units, the terms of the HOME Regulatory Agreement will prevail.

*[remainder of page intentionally left blank]*

WHEREAS, this County Regulatory Agreement has been entered into by the undersigned as of the date first written above.

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and Development

Approved as to form:

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**BORROWER:**

Antioch Recap, L.P., a California limited partnership

By: RCD GP III, LLC, a California limited liability company, its general partner

By: Resources for Community Development, a California nonprofit public benefit corporation, its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

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

STATE OF CALIFORNIA )

COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public

EXHIBIT A

Legal Description  
**(Terrace Glen)**

The land is situated in the State of California, County of Contra Costa, and is described as follows:

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**  
(Pinecrest)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Agreement") is dated October 31, 2018 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Pinecrest Affordable Housing, L.P., a California limited partnership (the "Seller"), and Antioch Recap, L.P., a California limited partnership (the "Buyer").

RECITALS

A. The Seller is the owner of that certain real property located at 1945 and 1949 Cavallo Road, Antioch, County of Contra Costa, State of California (the "Pinecrest Property"). The Pinecrest Property is improved with twenty-four (24) units of affordable housing and attendant site improvements (the "Pinecrest Improvements").

B. The County made a loan to the Seller that is a secured lien on the Pinecrest Property. The County loan consists of Six Hundred Twenty-Five Thousand Dollars (\$625,000), funded using Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development pursuant to the Cranston-Gonzales National Housing Act of 1990 (the "Original Pinecrest Loan").

C. The Buyer desires to acquire the Pinecrest Property from the Seller and to assume the Seller's obligations under the Original Pinecrest Loan. Furthermore, the Pinecrest Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Pinecrest Property and the concurrent rehabilitation thirty-two (32) units of affordable housing located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street in the City of Antioch (the "Terrace Glen Property") which is being acquired by the Buyer at the same time it acquires the Pinecrest Property, the County has agreed to restructure the Original Pinecrest Loan, as well as the existing financing associated with the Terrace Glen Property, and to provide new financing to the Buyer (collectively, the "New Financing").

D. The transfer all of the Seller's rights, title, and interest in the Pinecrest Property to the Buyer (the "Transfer"), and the assignment of the Original Pinecrest Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Pinecrest Loan, the documents evidencing the Original Pinecrest Loan will be terminated and replaced with new loan documents evidencing the New Financing as detailed in a loan agreement to be executed by the County and the Buyer (the "County Loan Agreement").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Representations of the Seller. The Seller represents and warrants that:
  - a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations in the Original Pinecrest Loan.
  - b. It has received the consent of all other existing lenders on the Pinecrest Property to the transfer of the Pinecrest Property, and the assignment and assumptions contemplated by this Agreement and that such actions will not constitute a default under any of such lenders' loan documents.
  - c. No event has occurred and is continuing which would constitute a default and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under any of the documents evidencing the Original Pinecrest Loan.
2. Consent to Transfer of Property. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Transfer.
3. Assignment of Original Pinecrest Loan.
  - a. Assignment. The Seller hereby assigns to the Buyer all of the Seller's rights, title, and interest in and obligations under the Original Pinecrest Loan (the "Assignment").
  - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Pinecrest Loan, in accordance with the terms of a promissory note from the Buyer to the County to be executed concurrently with the County Loan Agreement.
  - c. County Consent. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Assignment.
4. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.
5. Attorneys' Fees Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties are entitled to costs and reasonable attorneys' fees.
6. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.
7. California Law. The laws of the State of California govern all matters arising out of this Agreement.

8. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

*[remainder of page left intentionally blank]*

*[signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

**SELLER:**

Pincecrest Affordable Housing, L.P.,  
a California limited partnership

By: Resources for Community Development, a  
California nonprofit public benefit corporation,  
its general partner

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

**BUYER:**

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III, LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development, a  
California nonprofit public benefit  
corporation its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

**APPROVED AS TO FORM:**

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel

**ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT**  
(Terrace Glen)

THIS ASSIGNMENT, ASSUMPTION, AND CONSENT AGREEMENT ("Agreement") is dated October 31, 2018 and is by and among the County of Contra Costa, a political subdivision of the State of California (the "County"), Resources for Community Development, a California nonprofit public benefit corporation (the "Seller"), and Antioch Recap, L.P., a California limited partnership (the "Buyer").

RECITALS

A. The Seller is the owner of that certain real property located at 35, 45, 101, 103, 105 and 107 W. 20th Street, and 104 and 106 W. 20th Street, Antioch, County of Contra Costa, State of California (the "Terrace Glen Property"). The Terrace Glen Property is improved with thirty-two (32) units of affordable housing and attendant site improvements (the "Terrace Glen Improvements").

B. The Seller acquired the Terrace Glen Property from Terrace Glen Partners, L.P., a California limited partnership ("Terrace Glen"). When it acquired the Terrace Glen Property, the Seller assumed Terrace Glen's obligation to repay a loan the County had made to Terrace Glen that is a secured lien on the Terrace Glen Property. The County loan assumed by the Seller consists of Eight Hundred Fifty-Six Thousand Dollars (\$856,000), funded using Home Investment Partnerships Act funds from the United States Department of Housing and Urban Development pursuant to the Cranston-Gonzales National Housing Act of 1990 (the "Original Terrace Glen Loan").

C. The Buyer desires to acquire the Terrace Glen Property from the Seller and to assume the Seller's obligations under the Original Terrace Glen Loan. Furthermore, the Terrace Glen Improvements are in need of rehabilitation which will require additional financing. In support of the rehabilitation of the Terrace Glen Property and the concurrent rehabilitation twenty-four (24) units of affordable housing located at 1945 and 1949 Cavallo Road in the City of Antioch (the "Pinecrest Property") which is being acquired by the Buyer at the same time it acquires the Terrace Glen Property, the County has agreed to restructure the Original Terrace Glen Loan, as well as the existing financing associated with the Pinecrest Property, and to provide new financing to the Buyer (collectively, the "New Financing").

D. The transfer all of the Seller's rights, title, and interest in the Terrace Glen Property to the Buyer (the "Transfer"), and the assignment of the Original Terrace Glen Loan to the Buyer require the County's consent.

E. Concurrent with the Transfer and the assignment and assumption of the Original Terrace Glen Loan, the documents evidencing the Original Terrace Glen Loan will be terminated and replaced with new loan documents evidencing the New Financing as detailed in a loan agreement to be executed by the County and the Buyer (the "County Loan Agreement").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

## AGREEMENT

1. Representations of the Seller. The Seller represents and warrants that:
  - a. It has not previously assigned, pledged, hypothecated or otherwise transferred any of its rights, title, or interest in or obligations in the Original Terrace Glen Loan.
  - b. It has received the consent of all other existing lenders on the Terrace Glen Property to the transfer of the Terrace Glen Property, and the assignment and assumptions contemplated by this Agreement and that such actions will not constitute a default under any of such lenders' loan documents.
  - c. No event has occurred and is continuing which would constitute a default and no event has occurred and is continuing which, with notice or the passage of time or both, would be an event of default under any of the documents evidencing the Original Terrace Glen Loan.
2. Consent to Transfer of Property. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Transfer.
3. Assignment of Original Terrace Glen Loan.
  - a. Assignment. The Seller hereby assigns to the Buyer all of the Seller's rights, title, and interest in and obligations under the Original Terrace Glen Loan (the "Assignment").
  - b. Assumption. The Buyer hereby accepts the Assignment and assumes the Seller's obligation to repay the Original Terrace Glen Loan, in accordance with the terms of a promissory note from the Buyer to the County to be executed concurrently with the County Loan Agreement.
  - c. County Consent. Subject to the Buyer's execution of the County Loan Agreement in a form satisfactory to the County, the County consents to the Assignment.
4. Title of Parts and Sections. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.
5. Attorneys' Fees Enforcement. If any attorney is engaged by any party hereto to enforce or defend any provision of this Agreement, the prevailing party or parties are entitled to costs and reasonable attorneys' fees.

6. Successors and Assigns. This Agreement binds and inures to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. California Law. The laws of the State of California govern all matters arising out of this Agreement.

8. Counterparts. This Agreement may be signed by the different parties hereto in counterparts, each of which is deemed an original but all of which together constitute one and the same agreement.

*[remainder of page left intentionally blank]*

*[signatures on following pages]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day first above written.

**SELLER:**

Resources for Community Development,  
a California nonprofit public benefit corporation

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

**BUYER:**

Antioch Recap, L.P.,  
a California limited partnership

By: RCD GP III, LLC,  
a California limited liability company,  
its general partner

By: Resources for Community Development, a  
California nonprofit public benefit  
corporation its sole member/manager

By: \_\_\_\_\_  
Daniel Sawislak, Executive Director

**COUNTY:**

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

By: \_\_\_\_\_  
John Kopchik  
Director, Department of Conservation and  
Development

**APPROVED AS TO FORM:**

SHARON L. ANDERSON  
County Counsel

By: \_\_\_\_\_  
Kathleen Andrus  
Deputy County Counsel



Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: October 23, 2018

Subject: Note Sale Resolution - Bay Point Family Apartments, Bay Point

---

**RECOMMENDATION(S):**

1. ADOPT Resolution No. 2018/512 authorizing the issuance of Multifamily Housing Revenue Notes in an amount not to exceed \$67,000,000 to finance (i) the acquisition of a parcel located at the northeast corner of the intersection of Port Chicago Highway and Willow Pass Road in Bay Point and (ii) construction of an 193-unit rental housing development (the "Development") on the parcel by Baypoint Family Apartments L.P. (the "Borrower").
2. FIND and DECLARE that the recitals contained in Resolution 2018/512 are true and correct.
3. AUTHORIZE the issuance of County of Contra Costa Multifamily Housing Revenue Note (Bay Point Family Apartments), Series 2018 B-1 (the "Senior Note") in the amount of \$63,500,000 and County of Contra Costa Multifamily Housing Revenue Note, Series 2018 B-2 (the "Subordinate Note") in the amount of \$3,500,000, together the "Notes",
4. APPROVE the form of, and authorize the County to execute, the Bank Loan Agreement between the County and Pacific Western Bank (the "Bank") regarding the County sale of the Senior Note to the Bank for the purpose of loaning the proceeds to the Borrower.

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Kara Douglas  
925-674-7880

cc:

RECOMMENDATION(S): (CONTD)

5. APPROVE the form of, and authorize the County to execute, the Senior Borrower Loan Agreement between the County and Baypoint Family Apartments, L.P. (the "Borrower") regarding the County loan to the Borrower of the Senior Note sale proceeds.

6. APPROVE the form of, and authorize the County to execute, the Baypoint Loan Agreement between the County and Bay Point Family Apartments, LLC ("Baypoint") regarding the County sale of the Subordinate Note to Baypoint for the purpose of loaning the proceeds to the Borrower.

7. APPROVE the form of, and authorize the County to execute, the Subordinate Borrower Loan Agreement between the County and the Borrower regarding the County loan to the Borrower of the Subordinate Note sale proceeds.

8. APPROVE the form of, and authorize the County to execute, the Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower.

9. APPROVE the form of, and authorize the County to execute, the Assignment Agreement by the County to the Bank of the Senior Borrower Loan Agreement and the Assignment Agreement by the County to Baypoint of the Subordinate Borrower Loan Agreement.

10. AUTHORIZE the delivery of the Senior Note by the County to the Bank as purchaser of the Senior Note, and the delivery of the Subordinate Note by the County to Baypoint as purchaser of the Subordinate Note.

11. APPOINT Quint & Thimmig, LLP as bond counsel for the transaction.

12. AUTHORIZE and DIRECT the Designated Officers of the County, as defined in Resolution 2018/512, to do any and all things and take any all actions, and execute and deliver any and all certificates, agreements, and other documents which the officer may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with the Resolution.

FISCAL IMPACT:

No impact to the General Fund. At the closing for the notes, the County is reimbursed for costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring units in the Development will be rented to low income households will be reimbursed through issuer fees established in the documents for the notes. The notes will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the note documents. No County funds are pledged to secure the notes.

BACKGROUND:

The recommended action is the adoption of Resolution 2018/512 by the Board of Supervisors, as the legislative body of the County, authorizing the issuance of multifamily housing revenue notes, the proceeds of which will be used to finance the development of Bay Point Family Apartments, an 193-unit residential housing development located at the Northeast corner of the intersection of Port Chicago Highway and Willow Pass Road in Bay Point (the "Development").

The ownership entity for the development will be Bay Point Family Apartments, L.P. (the "Borrower"), a California limited partnership sponsored by Meta Housing Corporation, an experienced for-profit developer.

Conservation and Development staff held a noticed public hearing on July 9, 2018 to permit interested parties to comment on the proposed financing and the Development. No comments were received from the public. The Board adopted Resolution No. 2018/432 on July 10, 2018 to authorize proceeding with the issuance of bonds for the Development pursuant to Section 147(f) of the Internal Revenue Code and the submittal of an application by the County for tax-exempt private activity bond authority from the California Debt Limit Allocation Committee. On September 19, 2018, the California Debt Limit Allocation Committee awarded the County authority to issue bonds in a maximum principal amount of \$67,000,000 through Resolution No. 18-101.

The structure of the bonds will be two series of notes (the term “note” is interchangeable with “bond” as they both evidence a borrowing). The County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-1 (the “Senior Note”) in an amount up to \$63,500,000 will be purchased by Pacific Western Bank (the “Bank”) and the proceeds of the sale will be loaned by the County to the Borrower (the “Senior Loan”) to finance the acquisition and construction of the Development. The Senior Loan will be assigned to the Bank.

County of Contra Costa , California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-2 (the “Subordinate Note”) in the amount of \$3,500,000 will be purchased by Bay Point Family Apartments LLC (“Baypoint”), an affiliate of Meta Housing, and loaned by the County to the Borrower (the “Subordinate Loan”) to further finance the acquisition and construction of the Development. The Subordinate Loan will be assigned to Baypoint.

In addition to the proceeds of the Notes, the Development will be funded with low income housing tax credits. The transaction is expected to close on or about November 1, 2018.

The Development will be one hundred percent affordable with 171 units at or below 60% area median income and 20 units at or below 50% area median income plus two managers units. It also includes larger size units appropriate for families; 79 3-bedroom units and 24 4-bedroom units. A Regulatory Agreement governing these affordability restrictions will be recorded against the property. The County approved a Development Plan for the project on April 25, 2017.

Pursuant to California Government Code 5852.1, the Bank has provided a good faith estimate of the cost of the bonds, which is included as Attachment A.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent the County from issuing the Multifamily Housing Revenue Bonds in order to provide a loan to Baypoint Family Apartments, L.P. to finance the construction of Bay Point Family Apartments.

AGENDA ATTACHMENTS

Resolution No. 2018/512

Bank Loan Agreement

Senior Borrower Loan Agreement

Baypoint Loan Agreement

Subordinate Borrower Loan Agreement

Regulatory Agreement

Assignment Agreement B1

Assignment Agreement B2

Promissory Note

Good Faith Estimate

MINUTES ATTACHMENTS

Signed Resolution No. 2018/512

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

Adopted this Resolution on 10/23/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>	
<b>ABSENT:</b>	<input type="text"/>	
<b>ABSTAIN:</b>	<input type="text"/>	
<b>RECUSE:</b>	<input type="text"/>	



**Resolution No. 2018/512**

RESOLUTION AUTHORIZING THE ISSUANCE OF A MULTIFAMILY HOUSING REVENUE NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$67,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT FOR BAYPOINT FAMILY APARTMENTS, L.P., AND OTHER MATTERS RELATING THERETO

WHEREAS, the County of Contra Costa (the "County") is authorized pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act") to issue bonds and notes for the purpose of financing multifamily rental housing facilities; and

WHEREAS, Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower") sponsored by Meta Housing Corporation, has requested that the County issue two series of multifamily housing revenue notes (collectively, the "Notes") and loan the proceeds of the Notes to the Borrower to finance the acquisition and construction by the Borrower of 193-units of residential rental housing to be located at Northeast corner of the intersection of Port Chicago Highway and Willow Pass Road in the Bay Point unincorporated area of the County to be known as Baypoint Family Apartments, and referred to below as the "Development;" and

WHEREAS, on July 9, 2018, the Assistant Deputy Director of the Department of Conservation and Development of the County held a public hearing on the proposed issuance of the Notes by the County for, and the financing, ownership and operation of, the Development, as required under the provisions of the Internal Revenue Code (the "Code") applicable to tax-exempt obligations, following published notice of such hearing, and communicated to the Board of Supervisors of the County all written and oral testimony received at the hearing; and

WHEREAS, on July 10, 2018, the Board of Supervisors of the County adopted Resolution No. 2018/432 authorizing the issuance of the Notes to finance the Development in satisfaction of public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee adopted its Resolution No. 18-101 on September 19, 2018 allocating \$67,000,000 of the State of California ceiling on private activity bonds for 2018 to the County for the purpose of financing the Development (the "Allocation"); and

WHEREAS, in order to assist in the financing of the Development, the County has determined to issue one of the Notes (referred to below as the "Senior Note"), as authorized by the Act, and to sell the Senior Note to Pacific Western Bank (the "Bank") pursuant to a loan agreement (the "Bank Loan Agreement") between the County and the Bank, and to use the proceeds of the sale of the Note to the Bank to make a loan to the Borrower pursuant to a loan agreement (the "Senior Borrower Loan Agreement") between the County and the Borrower, with amounts due from the County to the Bank under the Senior Note and the Bank Loan Agreement to be payable solely from amounts paid by the Borrower under the Senior Borrower Loan Agreement; and

WHEREAS, in order to provide additional financing for the Development, the County has determined to issue the other Note

(referred to below as the “Subordinate Note”), as authorized by the Act, and to sell the Subordinate Note to Baypoint Family Apartments, LLC, a California limited liability company (“Baypoint”) pursuant to a Funding Loan Agreement (the “Baypoint Loan Agreement”, and together with the Bank Loan Agreement, the “Lender Loan Agreements”) between the County and Baypoint, and to use the proceeds of the sale of the Subordinate Note to Baypoint to make a loan to the Borrower pursuant to a loan agreement (the “Subordinate Borrower Loan Agreement,” and together with the Senior Borrower Loan Agreement, the “Borrower Loan Agreements”) between the County and the Borrower, with amounts due from the County to Baypoint under the Subordinate Note and the Baypoint Loan Agreement to be payable solely from amounts paid by the Borrower under the Subordinate Borrower Loan Agreement; and

WHEREAS, there have been prepared various documents with respect to the issuance by the County of the Notes, copies of which are on file with the Clerk of the Board, and the Board of Supervisors now desires to approve the issuance of the Notes and the execution and delivery of such documents by the County; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Notes as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board of Supervisors hereby finds and declares that the foregoing recitals are true and correct.

Section 2. Pursuant to the Act and the Bank Loan Agreement, the borrowing evidenced by the Senior Note (with the Senior Note to be designated as “County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-1”) in an aggregate principal amount, together with the principal amount of the Subordinate Note, not to exceed the amount of the Allocation, is hereby authorized to be issued. The Senior Note shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors (the “Chair”), in the form set forth in and otherwise in accordance with the Bank Loan Agreement.

Pursuant to the Act and the Baypoint Loan Agreement, the borrowing evidenced by the Subordinate Note (with the Subordinate Note to be designated as “County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-2”) in an aggregate principal amount, together with the principal amount of the Senior Note, not to exceed the amount of the Allocation, is hereby authorized to be issued. The Subordinate Note shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors (the “Chair”), in the form set forth in and otherwise in accordance with the Baypoint Loan Agreement.

Section 3. The Bank Loan Agreement between the County and the Bank, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development, the Assistant Deputy Director of the Department of Conservation and Development and the Community Development Bond Program Manager (collectively, the “Designated Officers”) is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Bank Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Bank Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof, provided that no additions or changes shall authorize an aggregate principal amount of the Notes in excess of the amount of the Allocation), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Bank Loan Agreement by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of redemption and other terms of the Senior Note shall be as provided in the Bank Loan Agreement as finally executed.

Section 4. The Senior Borrower Loan Agreement between the County and the Borrower, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Senior Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Senior Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Senior Borrower Loan Agreement by the County.

Section 5. The Baypoint Loan Agreement between the County and Baypoint, in the form of file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Baypoint Loan Agreement in said form, together with such additions thereto or changes therein as are

recommended or approved by the Designated Officer executing the Baypoint Loan Agreement upon consultation with Bond Counsel (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof, provided that no such additions or changes shall authorize an aggregate principal amount of the Notes in excess of the amount of the Allocation), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Baypoint Loan Agreement by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of redemption and other terms of the Subordinate Note shall be as provided in the Baypoint Loan Agreement as finally executed.

Section 6. The Subordinate Borrower Loan Agreement between the County and the Borrower, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Subordinate Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Subordinate Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Subordinate Borrower Loan Agreement by the County.

Section 7. The regulatory agreement and declaration of restrictive covenants, between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 8. The Assignment Agreement by the County to the Bank (the "Senior Assignment"), and the Assignment Agreement by the County to Baypoint (together with the Senior Assignment, the "Assignments"), in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Assignments in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Assignments upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignments by the County.

Section 9. The Senior Note, when executed by the County, shall be delivered to the Bank (as the purchaser of the Senior Note), and the Subordinate Note, when executed by the County, shall be delivered to Baypoint (as the purchaser of the Subordinate Note), in each case in accordance with written instructions executed on behalf of the County by any one of the Designated Officers of the County, which instructions said officers are hereby authorized, for and in the name and behalf of the County, to execute and deliver. Such instructions shall provide for the delivery of the Senior Note to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Senior Note as described in the Senior Bank Loan Agreement, and shall provide for the delivery of the Subordinate Note to Baypoint upon the close of escrow of the conveyance of the Development site from Baypoint to the Borrower (the amount of the Subordinate Note to serve as a credit against the purchase price of the Development, as reflected in the Subordinate Borrower Loan Agreement).

Section 10. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Senior Note and the Subordinate Note (collectively, the "Notes"). The fees and expenses of such firm for matters related to the Note shall be payable solely from the proceeds of the Note or contributions by the Borrower.

Section 11. All actions heretofore taken by the officers and agents of the County with respect to the issuance of the Notes are hereby approved, confirmed and ratified, and the proper officers of the County, including the Designated Officers, are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Bank Loan Agreement, the Senior Borrower Loan Agreement, the Baypoint Loan Agreement, the Subordinate Borrower Loan Agreement, the Regulatory Agreement or either of the Assignments, or otherwise necessary to issue the Notes and consummate the transactions contemplated by the documents approved by this Resolution.

Section 12. This Resolution shall take effect upon its adoption.

**Contact: Kara Douglas 925-674-7880**

**ATTESTED: October 23, 2018**

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

By: Stephanie Mello, Deputy

**cc:**

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

**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 10/23/2018 by the following vote:

**John Gioia  
Candace Andersen  
Diane Burgis  
Karen Mitchoff  
Federal D. Glover**

**AYE:**   
**NO:**   
**ABSENT:**   
**ABSTAIN:**   
**RECUSE:**



**Resolution No. 2018/512**

RESOLUTION AUTHORIZING THE ISSUANCE OF A MULTIFAMILY HOUSING REVENUE NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$67,000,000 TO FINANCE THE ACQUISITION AND CONSTRUCTION OF A MULTIFAMILY RENTAL HOUSING PROJECT FOR BAYPOINT FAMILY APARTMENTS, L.P., AND OTHER MATTERS RELATING THERETO

WHEREAS, the County of Contra Costa (the "County") is authorized pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act") to issue bonds and notes for the purpose of financing multifamily rental housing facilities; and

WHEREAS, Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower") sponsored by Meta Housing Corporation, has requested that the County issue two series of multifamily housing revenue notes (collectively, the "Notes") and loan the proceeds of the Notes to the Borrower to finance the acquisition and construction by the Borrower of 193-units of residential rental housing to be located at Northeast corner of the intersection of Port Chicago Highway and Willow Pass Road in the Bay Point unincorporated area of the County to be known as Baypoint Family Apartments, and referred to below as the "Development;" and

WHEREAS, on July 9, 2018, the Assistant Deputy Director of the Department of Conservation and Development of the County held a public hearing on the proposed issuance of the Notes by the County for, and the financing, ownership and operation of, the Development, as required under the provisions of the Internal Revenue Code (the "Code") applicable to tax-exempt obligations, following published notice of such hearing, and communicated to the Board of Supervisors of the County all written and oral testimony received at the hearing; and

WHEREAS, on July 10, 2018, the Board of Supervisors of the County adopted Resolution No. 2018/432 authorizing the issuance of the Notes to finance the Development in satisfaction of public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee adopted its Resolution No. 18-101 on September 19, 2018 allocating \$67,000,000 of the State of California ceiling on private activity bonds for 2018 to the County for the purpose of financing the Development (the "Allocation"); and

WHEREAS, in order to assist in the financing of the Development, the County has determined to issue one of the Notes (referred to below as the "Senior Note"), as authorized by the Act, and to sell the Senior Note to Pacific Western Bank (the "Bank") pursuant to a loan agreement (the "Bank Loan Agreement") between the County and the Bank, and to use the proceeds of the sale of the Note to the Bank to make a loan to the Borrower pursuant to a loan agreement (the "Senior Borrower Loan Agreement") between the County and the Borrower, with amounts due from the County to the Bank under the Senior Note and the Bank Loan Agreement to be payable solely from amounts paid by the Borrower under the Senior Borrower Loan Agreement; and

WHEREAS, in order to provide additional financing for the Development, the County has determined to issue the other Note

(referred to below as the "Subordinate Note"), as authorized by the Act, and to sell the Subordinate Note to Baypoint Family Apartments, LLC, a California limited liability company ("Baypoint") pursuant to a Funding Loan Agreement (the "Baypoint Loan Agreement", and together with the Bank Loan Agreement, the "Lender Loan Agreements") between the County and Baypoint, and to use the proceeds of the sale of the Subordinate Note to Baypoint to make a loan to the Borrower pursuant to a loan agreement (the "Subordinate Borrower Loan Agreement," and together with the Senior Borrower Loan Agreement, the "Borrower Loan Agreements") between the County and the Borrower, with amounts due from the County to Baypoint under the Subordinate Note and the Baypoint Loan Agreement to be payable solely from amounts paid by the Borrower under the Subordinate Borrower Loan Agreement; and

WHEREAS, there have been prepared various documents with respect to the issuance by the County of the Notes, copies of which are on file with the Clerk of the Board, and the Board of Supervisors now desires to approve the issuance of the Notes and the execution and delivery of such documents by the County; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Notes as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board of Supervisors hereby finds and declares that the foregoing recitals are true and correct.

Section 2. Pursuant to the Act and the Bank Loan Agreement, the borrowing evidenced by the Senior Note (with the Senior Note to be designated as "County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-1)" in an aggregate principal amount, together with the principal amount of the Subordinate Note, not to exceed the amount of the Allocation, is hereby authorized to be issued. The Senior Note shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors (the "Chair"), in the form set forth in and otherwise in accordance with the Bank Loan Agreement.

Pursuant to the Act and the Baypoint Loan Agreement, the borrowing evidenced by the Subordinate Note (with the Subordinate Note to be designated as "County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-2)" in an aggregate principal amount, together with the principal amount of the Senior Note, not to exceed the amount of the Allocation, is hereby authorized to be issued. The Subordinate Note shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors (the "Chair"), in the form set forth in and otherwise in accordance with the Baypoint Loan Agreement.

Section 3. The Bank Loan Agreement between the County and the Bank, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development, the Assistant Deputy Director of the Department of Conservation and Development and the Community Development Bond Program Manager (collectively, the "Designated Officers") is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Bank Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Bank Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof, provided that no additions or changes shall authorize an aggregate principal amount of the Notes in excess of the amount of the Allocation), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Bank Loan Agreement by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of redemption and other terms of the Senior Note shall be as provided in the Bank Loan Agreement as finally executed.

Section 4. The Senior Borrower Loan Agreement between the County and the Borrower, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Senior Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Senior Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Senior Borrower Loan Agreement by the County.

Section 5. The Baypoint Loan Agreement between the County and Baypoint, in the form of file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Baypoint Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Baypoint Loan Agreement upon consultation with Bond

Counsel (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof, provided that no such additions or changes shall authorize an aggregate principal amount of the Notes in excess of the amount of the Allocation), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Baypoint Loan Agreement by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of redemption and other terms of the Subordinate Note shall be as provided in the Baypoint Loan Agreement as finally executed.

Section 6. The Subordinate Borrower Loan Agreement between the County and the Borrower, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Subordinate Borrower Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Subordinate Borrower Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Subordinate Borrower Loan Agreement by the County.

Section 7. The regulatory agreement and declaration of restrictive covenants, between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 8. The Assignment Agreement by the County to the Bank (the "Senior Assignment"), and the Assignment Agreement by the County to Baypoint (together with the Senior Assignment, the "Assignments"), in the respective forms on file with the Clerk of the Board, are hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Assignments in said forms, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Assignments upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 11 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Assignments by the County.

Section 9. The Senior Note, when executed by the County, shall be delivered to the Bank (as the purchaser of the Senior Note), and the Subordinate Note, when executed by the County, shall be delivered to Baypoint (as the purchaser of the Subordinate Note), in each case in accordance with written instructions executed on behalf of the County by any one of the Designated Officers of the County, which instructions said officers are hereby authorized, for and in the name and behalf of the County, to execute and deliver. Such instructions shall provide for the delivery of the Senior Note to the Bank upon the funding by the Bank of the initial advance of the purchase price of the Senior Note as described in the Senior Bank Loan Agreement, and shall provide for the delivery of the Subordinate Note to Baypoint upon the close of escrow of the conveyance of the Development site from Baypoint to the Borrower (the amount of the Subordinate Note to serve as a credit against the purchase price of the Development, as reflected in the Subordinate Borrower Loan Agreement).

Section 10. The law firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the County for the Senior Note and the Subordinate Note (collectively, the "Notes"). The fees and expenses of such firm for matters related to the Note shall be payable solely from the proceeds of the Note or contributions by the Borrower.

Section 11. All actions heretofore taken by the officers and agents of the County with respect to the issuance of the Notes are hereby approved, confirmed and ratified, and the proper officers of the County, including the Designated Officers, are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Notes in accordance with this Resolution, including but not limited to any certificates, agreements and other documents described in the Bank Loan Agreement, the Senior Borrower Loan Agreement, the Baypoint Loan Agreement, the Subordinate Borrower Loan Agreement, the Regulatory Agreement or either of the Assignments, or otherwise necessary to issue the Notes and consummate the transactions contemplated by the documents approved by this Resolution.

Section 12. This Resolution shall take effect upon its adoption.

I hereby certify that this 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: Kara Douglas 925-674-7880

ATTESTED: October 23, 2018

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

By: *Stephanie Mello*  
Stephanie Mello, Deputy



cc:

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**LOAN AGREEMENT**

**by and between**

**PACIFIC WESTERN BANK,  
as Bank**

**and the**

**COUNTY OF CONTRA COSTA, CALIFORNIA,  
as Governmental Lender**

**dated as of November 1, 2018**

**relating to:**

**\$\_[ ]**

**County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-1**

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## LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of November 1, 2018 (this "Bank Loan Agreement"), is by and between Pacific Western Bank, a California state-chartered bank (the "Bank"), and the County of Contra Costa, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California (together with its successors and assigns, the "Governmental Lender").

### RECITALS:

WHEREAS, the Governmental Lender is authorized in accordance with the provisions of Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the California Health and Safety Code (the "Act") to: (a) make mortgage loans to any person to provide financing for rental residential developments located within the jurisdiction of the Governmental Lender and intended to be occupied in part by persons of low and very low income; (b) incur indebtedness for the purpose of obtaining moneys to make such loans and provide such financing, to establish any required reserve funds and to pay administrative costs and other costs incurred in connection with the incurrence of such indebtedness of the Governmental Lender; and (c) pledge all or any part of the revenues and receipts to be received by the Governmental Lender from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans in order to secure the payment of the principal of, prepayment premium, if any, on and interest on such indebtedness of the Governmental Lender; and

WHEREAS, Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower"), has requested that the Governmental Lender enter into this Bank Loan Agreement under which the Bank will advance funds (the "Bank Loan") to or for the account of the Governmental Lender, and the Governmental Lender will apply the proceeds of the Bank Loan to make a loan (the "Borrower Loan") to the Borrower to finance the acquisition and construction of a 193-unit (including two manager's units) multifamily rental housing development for families located in the Bay Point unincorporated area of the County of Contra Costa, California, known as "Baypoint Family Apartments" (the "Project"); and

WHEREAS, simultaneously with the delivery of this Bank Loan Agreement, the Governmental Lender and the Borrower will enter into a Loan Agreement of even date herewith (as it may be supplemented or amended, the "Borrower Loan Agreement"), whereby the Borrower agrees to make loan payments to the Governmental Lender in an amount which will be sufficient to enable the Governmental Lender to repay the Bank Loan and to pay all costs and expenses related thereto when due; and

WHEREAS, to evidence its payment obligations under the Borrower Loan Agreement, the Borrower will execute and deliver to the Governmental Lender its Borrower Note (as defined herein), and the obligations of the Borrower under the Borrower Note will be secured by a lien on and security interest in the Project pursuant to a Deed of Trust (as defined herein) of even date herewith made by the Borrower in favor of the Governmental Lender, as assigned by the Governmental Lender without recourse to the Bank to secure the performance by the Governmental Lender of its obligations under this Bank Loan Agreement; and

WHEREAS, the Governmental Lender has executed and delivered to the Bank its Governmental Lender Note (as defined herein), evidencing its obligation to make the payments due to the Bank under the Bank Loan as provided in this Loan Agreement, and all things necessary to make this Bank Loan Agreement and the Governmental Lender Note (as defined herein), the valid, binding and legal limited obligations of the Governmental Lender, have been

done and performed and the execution and delivery of this Loan Agreement and the execution and delivery of the Governmental Lender Note, subject to the terms hereof, have in all respects been duly authorized.

## A G R E E M E N T :

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the parties hereto do hereby agree as follows:

### A R T I C L E I

#### D E F I N I T I O N S A N D I N T E R P R E T A T I O N

**Section 1.1. Definitions.** The following words and terms as used in this Agreement shall have the following meanings unless the context or use otherwise requires:

“Act” means Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the California Health and Safety Code, as now in effect and as it may from time to time hereafter be amended or supplemented to apply to obligations incurred as of the Closing Date.

“Act of Bankruptcy” means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the Borrower, or any guarantor of the Borrower, under any applicable bankruptcy, insolvency or similar law now or hereafter in effect.

“Affiliate” means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

“Approved Institutional Buyer” means (i) a “qualified institutional buyer” as defined in Rule 144A promulgated under the Securities Act of 1933, as in effect on the date hereof (the “Securities Act”); (ii) an “accredited investor” as defined in paragraphs (1) through (3) of subsection (a) of Section 501 (“Section 501”) of Regulation D promulgated under the Securities Act; (iii) an entity that is directly or indirectly wholly owned or controlled by the Bank or an Affiliate or a subsidiary thereof (being a financial institution described in (i) above); (iv) an entity all of the investors in which are described in (i), (ii) or (iii) above; or (v) a custodian or trustee for a party described in (i), (ii), (iii) or (iv) above.

“Assignment Agreement” means that certain Assignment Agreement, dated as of November 1, 2018, by and between the Bank and the Governmental Lender, as referenced in Section 6.6 of this Bank Loan Agreement and Section 6.8 of the Borrower Loan Agreement.

“Bank” means Pacific Western Bank, and its successors and assigns.

“Bank Loan” means the mortgage loan originated hereunder by the Bank to the Governmental Lender in a maximum principal amount of \$[\_\_\_\_\_], evidenced by the Governmental Lender Note, for the purpose of enabling the Governmental Lender to make the Borrower Loan to the Borrower pursuant to the terms of the Borrower Loan Agreement.

“Bank Loan Agreement” means this Loan Agreement, as amended and supplemented from time to time.

“Bank Loan Documents” means this Bank Loan Agreement, the Borrower Loan Agreement, the Regulatory Agreement, the Governmental Lender Note, the Assignment

Agreement, the Borrower Note, the Borrower Assignments, the Continuing Covenant Agreement, the Disbursement Agreement and the Deed of Trust.

“Borrower” means Baypoint Family Apartments, L.P., a California limited partnership, and its successors and assigns as owner of the Project.

“Borrower Assignments” means, collectively, (i) the Assignment of Development Agreement and Developer Fee Subordination Agreement, made effective as of November 1, 2018, by the Borrower for the benefit of the Bank; (ii) the Environmental Indemnity Agreement, made effective as of November 1, 2018, by the Borrower and the Guarantor in favor of the Bank; (iii) the Guaranty of Payment and Performance, made effective as of November 1, 2018, by the Guarantor in favor of the Bank; (iv) the Assignment of Construction Contracts, made effective as of November 1, 2018, by the Borrower in favor of the Bank; and (v) the Assignment of Management Contracts and Subordination of Management Fees, and made effective as of November 1, 2018, by the Borrower in favor of the Bank.

“Borrower Loan” means the mortgage loan originated by the Governmental Lender to the Borrower in a maximum principal amount of \$[\_\_\_\_\_], evidenced by the Borrower Note, pursuant to the terms of the Borrower Loan Agreement;

“Borrower Loan Agreement” means that certain Loan Agreement, dated as of November 1, 2018, by and between the Governmental Lender and the Borrower, as amended and supplemented from time to time, pursuant to which the Borrower Loan is being made.

“Borrower Note” means the promissory note evidencing the Borrower Loan in the maximum principal amount of \$[\_\_\_\_\_], executed by the Borrower, in the form attached to the Borrower Loan Agreement as Exhibit A thereto.

“Borrower Representative” means the Vice President of the administrative general partner of the Borrower, the President of the managing general partner of the Borrower, or any other person designated by action of the Borrower to be a Borrower Representative for purposes of the Loan Documents, a copy of which designation to be provided by the Borrower to the Governmental Lender and the Bank.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which the Bank is closed.

“Closing Date” means November \_\_, 2018, being the date of issuance of Governmental Lender Note for purposes of the Code.

“Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date and (except as otherwise referenced herein) as it may be amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Covenant Agreement” means the Continuing Covenant Agreement, dated as of November 1, 2018, between the Bank and the Borrower, as amended and supplemented from time to time in accordance with its terms.

“Control” shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the

management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

“County” means the County of Contra Costa, California.

“Deed of Trust” means the Deed of Trust, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing, dated as of November 1, 2018, executed by the Borrower and granting a security interest in the Project, to the Title Company, as trustee, for the benefit of the Governmental Lender, to secure the Borrower’s obligations under the Borrower Note to repay the Borrower Loan, and all obligations related thereto under the Borrower Loan Agreement.

“Disbursement Agreement” means the Construction Disbursement Agreement, dated as of November 1, 2018, between the Bank and the Borrower, as amended and supplemented from time to time in accordance with its terms.

“Equity Investor” means [\_\_\_\_\_], a [\_\_\_\_\_], and its successors and assigns.

“Event of Default” means any of the events described as an event of default in Section 7.1 hereof.

“Funding Loan” means the loan originated under the Funding Loan Agreement by Baypoint Family Apartments, LLC to the Governmental Lender evidenced by the Funding Loan Note.

“Funding Loan Agreement” means the Funding Loan Agreement, dated as of November 1, 2018, between the Governmental Lender and Baypoint Family Apartments, LLC.

“Funding Loan Note” means the promissory note executed by the Governmental Lender in favor of Baypoint Family Apartments, LLC, in the initial principal amount of \$3,500,000 evidencing the Funding Loan.

“Governmental Lender” means the County, a public body, corporate and politic, duly organized and existing under the laws of the State of California, together with its successors and assigns.

“Governmental Lender Note” means that certain County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-1, dated the Closing Date, evidencing the Bank Loan, in the maximum principal amount of \$[\_\_\_\_\_], made by the Governmental Lender and payable to the Bank, as executed by the Governmental Lender on the Closing Date, in the form attached hereto as Exhibit A as it may thereafter be amended or supplemented from time to time.

“Governmental Lender Representative” means the Governmental Lender’s Chair, Vice Chair, County Administrator, Director of the Department of Conservation and Development, Assistant Deputy Director of the Department of Conservation and Development or Community Development Bond Program Manager, and/or person or persons designated to act on behalf of the Governmental Lender by a written certificate furnished to the Borrower and the Bank containing the specimen signatures of such person or persons and signed on behalf of the Governmental Lender by a Governmental Lender Representative. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of a Governmental Lender Representative.

“Governmental Obligations” means, collectively, the Funding Loan Note and the Governmental Lender Note.

“Guarantor” has the meaning given that term in the Borrower Loan Agreement.

“Initial Disbursement” means the initial advance of the principal of the Bank Loan on the Closing Date in respect of Governmental Lender Note, in the amount specified by the Bank on the Closing Date.

“Loan Documents” has the meaning given to such term in the Borrower Loan Agreement.

“Maturity Date” shall mean the maturity date of the Governmental Lender Note, as specified therein.

“Maximum Legal Rate” shall mean the lesser of (i) 12% per annum and (ii) the maximum interest rate that may be paid on the Bank Loan under State law.

“Opinion of Counsel” shall mean a written opinion from an attorney or firm of attorneys, acceptable to the Bank and the Governmental Lender, with experience in the matters to be covered in the opinion; provided that whenever an Opinion of Counsel is required after the Closing Date to address the exclusion of interest on the Governmental Lender Note from gross income for purposes of federal income taxation, such opinion shall be a Tax Counsel No Adverse Effect Opinion.

“Person” shall mean an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, a limited partnership, a trust, an unincorporated organization or a government or any agency or political subdivision thereof.

“Pledged Revenues” shall have the meaning given such term in Section 2.1(d) hereof.

“Project” means, that residential rental facility consisting of a total of 193 units (including two manager’s units) multifamily rental housing development located in the Bay Point unincorporated area of the County, known as “Baypoint Family Apartments” on the real property described in Exhibit A to the Deed of Trust.

“Qualified Project Period” has the meaning given to such term in the Regulatory Agreement.

“Regulations” means the income tax regulations promulgated by the United States Department of the Treasury from time to time pursuant to the Code.

“Regulatory Agreement” shall mean that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, by and between the Governmental Lender and the Borrower, as hereafter amended or modified.

“Required Transferee Representations” shall mean a letter executed and delivered to the Governmental Lender by an authorized representative of an Approved Institutional Buyer in the form set forth in Exhibit B hereto.

“Security” shall mean the security for the Governmental Lender Note assigned by the Governmental Lender to the Bank pursuant to the Assignment Agreement.

“State” means the State of California.

“Subordinate Borrower Loan Agreement” means that certain Borrower Loan Agreement, dated as of November 1, 2018, by and among the Borrower, the Governmental Lender and Baypoint Family Apartments, LLC.

“Tax Certificate” shall mean the Certificate as to Arbitrage, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

“Tax Counsel” shall mean (i) Quint & Thimmig LLP, or (ii) any other attorney or firm of attorneys designated by the Governmental Lender and approved by the Bank having a national reputation for skill in connection with the authorization and issuance of municipal obligations under Sections 103 and 141 through 150 (or any successor provisions) of the Code.

“Tax Counsel Approving Opinion” shall mean an opinion of Tax Counsel substantially to the effect that the Governmental Lender Note constitutes a valid and binding obligation of the Governmental Lender and that, under existing law, the interest on the Governmental Lender Note is excludable from gross income of the owner of the Governmental Lender Note for federal income tax purposes (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“Tax Counsel No Adverse Effect Opinion” shall mean an opinion of Tax Counsel substantially to the effect that the taking of the action specified therein will not, in and of itself, adversely affect any exclusion of interest on the Governmental Lender Note from gross income of the owner of the Governmental Lender Note for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

“Title Company” shall mean North American Title Company.

**Section 1.2. Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Bank Loan Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**Section 1.3. Recitals, Titles and Headings.** The terms and phrases used in the recitals of this Bank Loan Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all such terms and phrases for purposes of this Bank Loan Agreement shall be determined by references to Section 1.1 hereof. The titles and headings of the articles and sections of this Bank Loan Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Bank Loan Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the Governmental Lender.** The Governmental Lender makes the following representations as the basis for the undertakings on its part herein contained:

(a) The Governmental Lender is a public body, corporate and politic, duly organized and existing under the laws of the State, has the power and authority under the Act to (i) enter into the Bank Loan Documents to which it is a party and carry out the transactions on its part contemplated thereby, and (ii) incur the limited obligation represented by the Governmental Lender Note and apply the proceeds of such obligation for the purpose of financing the Project. By proper action the Governmental Lender has duly authorized the Governmental Lender's execution and delivery of, and its performance under, the Bank Loan Documents to which it is a party.

(b) The Governmental Lender is not in default under or in violation of, and the execution and delivery of the Bank Loan Documents to which it is a party and its compliance with the terms and conditions thereof will not conflict or constitute a default under or a violation of, (i) the Act, (ii) to its knowledge, any other existing laws, rules, regulations, judgments, decrees and orders applicable to it, or (iii) to its knowledge, the provisions of any agreements and instruments to which the Governmental Lender is a party, a default under or violation of which would prevent it from entering into this Bank Loan Agreement, executing and delivering the Governmental Lender Note, providing financing for the Project as contemplated by the Borrower Loan Agreement, executing and delivering the other Bank Loan Documents to which it is a party or consummating the transactions on its part contemplated thereby, and, to its knowledge, no event has occurred and is continuing under the provisions of any such agreement or instrument or otherwise that with the lapse of time or the giving of notice, or both, would constitute such a default or violation (it being understood, however, that the Governmental Lender is making no representations as to the necessity of registering the Governmental Lender Note or the Borrower Note pursuant to any securities laws or complying with any other requirements of securities laws).

(c) To the best knowledge of the Governmental Lender, no litigation, inquiry or investigation of any kind in or by any judicial or administrative court or agency is pending with respect to which the Governmental Lender has been served with process or, to the knowledge of the Governmental Lender, is threatened against the Governmental Lender with respect to (i) the organization and existence of the Governmental Lender, (ii) its authority to execute or deliver the Bank Loan Documents to which it is a party, (iii) the validity or enforceability of any such Bank Loan Documents or the transactions on its part contemplated thereby, (iv) the title of any officer of the Governmental Lender who executed such Bank Loan Documents or (v) any authority or proceedings relating to the execution and delivery of such Bank Loan Documents on behalf of the Governmental Lender.

(d) The revenues and receipts to be derived from the Borrower Loan Agreement, the Borrower Note and this Bank Loan Agreement (the "Pledged Revenues") have not been pledged previously by the Governmental Lender to secure any of its notes or bonds other than the Bank Loan as evidenced by the Governmental Lender Note.

(e) The Governmental Lender is duly authorized pursuant to the Act to execute and deliver the Governmental Lender Note and to enter into this Bank Loan Agreement and to pledge and assign the Security purported to be pledged and assigned under the Assignment Agreement in the manner and to the extent provided in this Bank Loan Agreement. The Governmental Lender has duly authorized the execution and delivery of the Governmental Lender Note and the Bank Loan Agreement under the terms and provisions of the Act and a resolution adopted by its Board of Supervisors and further represents, covenants and warrants that all requirements of the Act have been met in order to ensure the enforceability against the Governmental Lender of the Governmental Lender Note and this Bank Loan Agreement. The Governmental Lender has taken all necessary action and has complied with all provisions of the Act required to make the Governmental Lender Note and the Bank Loan Agreement the valid, legal and binding limited obligations of the Governmental Lender.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE BANK LOAN OR THE BORROWER LOAN, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

**Section 2.2. Representations, Warranties and Covenants of the Bank.** The Bank as of the date hereof, represents, warrants and covenants that:

(a) The Bank is a banking corporation, organized and existing under the laws of the State, is in good standing in the State, and has full legal right, power and authority under the laws of the United States and the State (i) to enter into the Bank Loan Documents to which it is a party, (ii) to perform its obligations thereunder, and (iii) to consummate the transactions on its part contemplated by the Bank Loan Documents to which it is a party.

(b) The Bank Loan Documents to which it is a party have been duly executed and delivered by the Bank and, when duly authorized, executed and delivered by the other respective parties thereto, will constitute valid and binding obligations of the Bank, enforceable against the Bank in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decisions affecting the rights of creditors generally.

(c) The execution and delivery of the Bank Loan Documents to which it is a party, the performance by the Bank of its obligations thereunder and the consummation of the transactions on its part contemplated thereby will not violate any law, regulation, rule or ordinance or any order, judgment or decree of any federal, state or local court and do not conflict with, or constitute a breach of, or a default under, any document, instrument or commitment to which the Bank is a party or by which the Bank or any of its property is bound.

(d) The Bank has not been served with and, to the knowledge of the Bank there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against the Bank which (i) affects or seeks to prohibit, restrain or enjoin the Bank's loaning of the amounts set forth herein to the Governmental Lender or the Bank's execution and delivery of the Bank Loan Documents to which it is a party, (ii) affects or questions the validity or enforceability against the Bank of the Bank Loan Documents to which it is a party, or

(iii) questions the power or authority of the Bank to carry out the transactions on its part contemplated by, or to perform its obligations under, the Bank Loan Documents to which it is a party.

(e) Any certificate signed by a representative of the Bank and delivered pursuant to this Bank Loan Agreement or any of the other Bank Loan Documents to which it is a party shall be deemed a representation and warranty by the Bank as to the statements made therein.

### ARTICLE III

#### THE BANK LOAN

**Section 3.1. Closing of the Bank Loan.** The closing of the Bank Loan shall not occur until the following conditions are met:

(a) the Bank shall have received an original executed counterpart of this Bank Loan Agreement, the Governmental Lender Note, the Assignment Agreement, the Regulatory Agreement, the Disbursement Agreement, the Deed of Trust, the Borrower Assignments, the Continuing Covenant Agreement and the original of the Borrower Note endorsed by the Governmental Lender without recourse to the Bank, together with evidence satisfactory to the Bank of the recordation of the Regulatory Agreement and the Deed of Trust in the official records of the County Recorder of the County, which evidence may be a telephonic notice from the Title Company;

(b) no Event of Default nor any event which with the passage of time and/or the giving of notice would constitute an Event of Default under this Bank Loan Agreement shall have occurred to the knowledge of the Governmental Lender as evidenced by a certificate received from the Governmental Lender;

(c) the conditions to the Initial Disbursement of the Bank Loan set forth in the Disbursement Agreement and the Continuing Covenant Agreement shall have been satisfied in full;

(d) counsel to the Borrower shall have delivered an opinion in form satisfactory to Bond Counsel to the Governmental Lender and counsel to the Bank regarding the enforceability against the Borrower of the Bank Loan Documents to which the Borrower is a party;

(e) the Governmental Lender shall have received a Tax Counsel Approving Opinion with a reliance letter addressed to the Bank;

(f) the receipt by the Governmental Lender of Required Transferee Representations executed by the Bank;

(g) the Bank shall have received the original Governmental Lender Note, executed by the Governmental Lender;

(h) the Bank shall have received a certified copy of the resolution of the Governmental Lender authorizing the issuance of the Governmental Lender Note; and

(i) all legal matters incident to the transactions contemplated by this Bank Loan Agreement shall be concluded to the reasonable satisfaction of the Governmental Lender's Bond Counsel and counsel to the Bank.

**Section 3.2. Commitment to Execute the Governmental Lender Note.** The Governmental Lender agrees to execute and deliver the Governmental Lender Note simultaneously with the execution of this Bank Loan Agreement, the Borrower Loan Agreement, the Borrower Note and the Regulatory Agreement.

**Section 3.3. Amount and Use of Bank Loan.** The Bank hereby makes to the Governmental Lender and agrees to fund, and the Governmental Lender hereby accepts from the Bank, upon the terms and conditions set forth herein, the Bank Loan in an aggregate principal amount of up to \$[\_\_\_\_\_], and agrees to have the proceeds of the Bank Loan applied and disbursed in accordance with the provisions of this Bank Loan Agreement.

**Section 3.4. Disbursement of Bank Loan Proceeds.** (a) The Bank Loan is to be funded on a draw-down basis. The proceeds of the Bank Loan shall be advanced by the Bank directly to the Borrower for the account of the Governmental Lender as and when needed to make each advance in accordance with the disbursement provisions of the Borrower Loan Agreement and the Disbursement Agreement. Upon each advance of principal under the Borrower Loan Agreement and the Disbursement Agreement, a like amount of the Bank Loan shall be deemed concurrently and simultaneously advanced under this Bank Loan Agreement, including the Initial Disbursement. Subject to the terms and conditions of the Borrower Loan Agreement, the Disbursement Agreement and the Continuing Covenant Agreement, the Bank agrees to advance, on behalf of the Governmental Lender, to the Borrower under the Borrower Loan Agreement the amount of the Initial Disbursement, which amount shall be deemed to have been simultaneously advanced for the account of the Governmental Lender under this Bank Loan Agreement as an advance on the Bank Loan. Notwithstanding anything in this Bank Loan Agreement to the contrary, no amount of the Bank Loan may be drawn down and funded hereunder after the date which is three (3) years after the Closing Date without a Tax Counsel No Adverse Effect Opinion and the prior written consent of the Bank.

(b) The Bank Loan shall be originated on the Closing Date and the Governmental Lender Note shall mature on the Maturity Date at which time the entire principal amount, to the extent not previously paid, and all accrued and unpaid interest, shall be due and payable.

(c) The outstanding principal amount of the Governmental Lender Note and of the Bank Loan as of any given date shall be the total amount advanced by the Bank to or for the account of the Governmental Lender to fund corresponding advances under the Borrower Loan Agreement and the Disbursement Agreement as proceeds of the Borrower Loan, less any payments of principal of the Governmental Lender Note previously received in respect of amounts previously advanced representing principal, upon payment of corresponding principal amounts under the Borrower Note, including regularly scheduled principal payments and voluntary and mandatory prepayments. The principal amount of the Governmental Lender Note and interest thereon shall be payable on the basis specified in this paragraph (c) and in paragraphs (d) and (e) of this Section 3.4.

The Bank shall keep a record of all principal advances and principal repayments made under the Governmental Lender Note and shall upon written request provide the Governmental Lender with a statement of the outstanding principal balance of the Governmental Lender Note and the Bank Loan.

Notwithstanding anything to the contrary herein, the total aggregate principal amount advanced in respect of the Governmental Lender Note and of the Bank Loan on the one hand, and of the Borrower Loan and the Borrower note on the other hand, shall never exceed \$[\_\_\_\_\_].

(d) Interest shall be paid on the outstanding principal amount of the Governmental Lender Note at the rate or rates set forth in such Governmental Lender Note.

(e) The payment or prepayment of principal, interest and premium, if any, due on the Bank Loan and the Governmental Lender Note shall be identical with and shall be made on the same dates, terms and conditions, as the principal, interest, premiums, late payment fees and other amounts due on the Borrower Note. The Governmental Lender Note shall be payable from payments on the Borrower Note. Any payment or prepayment made by the Borrower of principal, interest, premium, if any, due on the Borrower Note shall be deemed to be like payments or prepayments of principal, interest and premium, if any, due on the Bank Loan and the Governmental Lender Note.

## ARTICLE IV

### LIMITED LIABILITY; NOTE REGISTER

**Section 4.1. Limited Liability.** None of the members of the Board of Supervisors of the Governmental Lender or any person executing the Governmental Lender Note is liable personally on the Governmental Lender Note or subject to any personal liability or accountability by reason of its execution and delivery. The Governmental Lender Note is a limited obligation of the Governmental Lender, payable solely from and secured by the Security. Neither the Governmental Lender nor the State or any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or assets to pay all or any portion of the debt service due on the Governmental Lender Note, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for their payment. The Governmental Lender Note is not a pledge of the faith and credit of the Governmental Lender or the State or any of its political subdivisions nor does it constitute indebtedness within the meaning of any constitutional or statutory debt limitation. The Governmental Lender has no taxing power.

The Governmental Lender shall not be liable for payment of the principal of, prepayment premium, if any, or interest on the Governmental Lender Note or any other costs, expenses, losses, damages, claims or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Bank Loan Agreement, the Governmental Lender Note or any other Bank Loan Document, except only to the extent amounts are received for the payment thereof from the Borrower under the Borrower Loan Agreement.

**Section 4.2. Note Register.** The Bank shall maintain records (the "Note Register") as to the payee of the Governmental Lender Note. Any transfer by the Bank (or by any subsequent transferee) of the Governmental Lender Note shall be recorded by the Bank in the Note Register.

**Section 4.3. Transfer of Governmental Lender Note.** (a) The Governmental Lender Note may, in accordance with the terms of this Bank Loan Agreement but in any event subject to the provisions of Section 4.3(b) and (c) hereof, be transferred upon the Note Register required to be kept pursuant to the provisions of Section 4.2 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Governmental Lender Note for cancellation at the office of the Governmental Lender, accompanied by a written instrument

of transfer in the form attached to the Governmental Lender Note, duly executed. Whenever the Governmental Lender Note shall be surrendered for transfer, the Governmental Lender shall execute and deliver to the Bank, and the Bank shall deliver to the transferee thereof, a new Governmental Lender Note in the name of the transferee as beneficiary thereof.

(b) Notwithstanding any other provision hereof, the Governmental Lender Note may not be registered in the name of, or transferred to, any person except an Approved Institutional Buyer that executes and delivers to the Governmental Lender the Required Transferee Representations; provided, however, that no Required Transferee Representations are required to be executed by an Affiliate of the Bank to which the Governmental Lender Note may be transferred.

Nothing contained in this Section 4.3(b) shall be deemed to limit or otherwise restrict the sale by any owner of the Governmental Lender Note of any participation interests in the Governmental Lender Note; provided that (i) such owner shall remain the owner of record in the Note Register for the Governmental Lender Note following the sale of any such participation interest; (ii) all purchasers of any participation interest are Approved Institutional Buyers; (iii) any such participation shall be in a principal amount of at least \$250,000, or, if less, the then outstanding principal amount of the Governmental Lender Note; and (iv) the purchaser of such participation interest shall provide the Required Transferee Representations.

(c) The Governmental Lender Note may only be transferred in whole.

(d) The Governmental Lender may require the payment by the entity requesting a transfer of the Governmental Lender Note of any tax, fee or other governmental charge required to be paid with respect to such transfer. The cost of printing any new Governmental Lender Note and any services rendered or any out-of-pocket expenses incurred by the Governmental Lender in connection therewith shall be paid by the transferor of the Governmental Lender Note.

(e) The Bank shall indemnify and defend the Governmental Lender against any claim against the Governmental Lender brought by any transferor or transferee of the Governmental Lender Note in respect of the Bank Loan Documents or the Project in the event that the Bank permits a transfer of the Governmental Lender Note in violation of the restrictions in Sections 4.3(b) and (c) above, except no such indemnity or defense shall be required in respect of any action of the Governmental Lender constituting willful misconduct on the part of the Governmental Lender in connection with any such transfer.

## ARTICLE V

### REPAYMENT OF THE BANK LOAN

**Section 5.1. Form of Governmental Lender Note; Bank Loan Repayment.** (a) The Bank Loan shall be evidenced by the Governmental Lender Note which shall be a physically certificated instrument executed by a Governmental Lender Representative in the form attached hereto as Exhibit A. As evidence of its obligation to repay the Bank Loan, simultaneously with the delivery of this Bank Loan Agreement, the Governmental Lender hereby agrees to execute and deliver the Governmental Lender Note. The Governmental Lender Note may not be registered in the name of, or thereafter be transferred to, any person except as set forth in Section 4.3 hereof. The Governmental Lender agrees to pay to the Bank, but only from amounts received by the Governmental Lender (or by the Bank, in its capacity as agent for the Governmental Lender under the Assignment Agreement) from the Borrower pursuant to the Borrower Loan Agreement, the Borrower Note, the Borrower Assignments and the Deed of

Trust, principal of and interest on the Bank Loan at the times, in the manner, in the amount and at the rates of interest provided in the Governmental Lender Note and this Bank Loan Agreement.

(b) The Governmental Lender further agrees to cause the Borrower to pay, solely by its execution of the Borrower Loan Agreement and the assignment thereof to the Bank and appointment of the Bank as agent for the Governmental Lender under the Assignment Agreement, all late charges and prepayment penalties as set forth in the Governmental Lender Note, all taxes and assessments, general or special, including, without limitation, all ad valorem taxes and any other governmental charges and impositions whatsoever concerning or in any way related to the Project, foreseen or unforeseen, and all utility and other charges and assessments concerning or in any way related to the Project; provided, however, that the Governmental Lender reserves the right to contest in good faith the legality of any tax or governmental charge concerning or in any way related to the Project and the Governmental Lender's obligations hereunder will be limited as provided in Sections 4.1, 5.2 and 6.14 hereof.

(c) The Governmental Lender further agrees, subject to Sections 4.1, 5.2 and 6.14 hereof, to cause the Borrower to pay to the Bank, solely by the execution of the Borrower Loan Agreement and the assignment thereof to the Bank and appointment of the Bank as agent for the Governmental Lender under the Assignment Agreement, on the Closing Date a loan fee equal to \$[Loan Fee].

**Section 5.2. Nature of the Governmental Lender's Obligations.** The Governmental Lender shall repay the Bank Loan, but only from the Security and any other amounts received by the Governmental Lender or the Bank (in its capacity as assignee of the Governmental Lender under the Assignment Agreement) from the Borrower pursuant to the Borrower Loan Agreement, the Borrower Note, the Borrower Assignments, the Continuing Covenant Agreement and the Deed of Trust, pursuant to the terms of the Governmental Lender Note irrespective of any rights of set-off, recoupment or counterclaim the Governmental Lender might otherwise have against the Bank or any other person. The Governmental Lender will not suspend, discontinue or reduce any such payment or (except as expressly provided herein) terminate this Bank Loan Agreement for any cause, including, without limiting the generality of the foregoing: (i) any delay or interruption in the construction or operation of the Project; (ii) the failure to obtain any permit, order or action of any kind from any governmental agency relating to the Bank Loan or the Project; (iii) any event constituting Force Majeure (as defined in the Borrower Loan Agreement); (iv) any acts or circumstances that may constitute commercial frustration of purpose; (v) any change in the laws of the United States of America, the State or any political subdivision thereof; or (vi) any failure of the Governmental Lender or the Bank to perform or observe any covenant whether expressed or implied, or to discharge any duty, liability or obligation arising out of or connected with the Governmental Lender Note; it being the intention of the parties that, as long as the Governmental Lender Note or any portion thereof remains outstanding and unpaid, the Governmental Lender shall be obliged to repay the Bank Loan, but only from amounts received by the Governmental Lender or the Bank (in its capacity as assignee of the Governmental Lender under the Assignment Agreement) from the Borrower pursuant to the Borrower Loan Agreement, the Borrower Note, the Borrower Assignments, the Continuing Covenant Agreement and the Deed of Trust. This Section 5.2 shall not be construed to release the Governmental Lender from any of its obligations hereunder, or, except as provided in this Section 5.2, to prevent or restrict the Governmental Lender from asserting any rights which it may have against the Bank under the Governmental Lender Note or under any provision of law or to prevent or restrict the Governmental Lender from prosecuting or defending any action or proceeding by or against the Bank or the Borrower or taking any other action to protect or secure its rights, or to prevent or restrict the Bank from asserting any rights which it may have against the Borrower.

Notwithstanding the foregoing, the Governmental Lender shall not be liable personally for the amounts owing under this Bank Loan Agreement or the Governmental Lender Note; and the Bank's remedies in the event of a default under the Bank Loan shall be limited to those remedies set forth in Section 7.3 hereof and, if a default also exists under the Borrower Loan Agreement, the Borrower Note or the Deed of Trust, to commence foreclosure under the Deed of Trust and the exercise of the power of sale or other rights granted thereunder and to exercise any rights it may have under the Borrower Assignments. In the event of a default hereunder or under the Governmental Lender Note, the Bank shall not have the right to proceed directly against the Governmental Lender or the right to obtain a deficiency judgment from the Governmental Lender after foreclosure.

## ARTICLE VI

### FURTHER AGREEMENTS

**Section 6.1. Successor to the Governmental Lender.** The Governmental Lender will at all times use its best efforts to maintain the powers, functions, duties and obligations now reposed in it pursuant to law or assure the assumptions of its obligations hereunder by any public trust or political subdivision succeeding to its powers.

**Section 6.2. Borrower Not to Dispose of Assets; Conditions Under Which Exceptions Permitted.** In Section 6.2 of the Borrower Loan Agreement and subject to the terms thereof, the Governmental Lender has caused the Borrower to agree that during the term of the Borrower Loan Agreement the Borrower will not dispose of all or substantially all of its assets nor consolidate with nor merge into any entity unless (i) the acquirer of its assets or the entity with which it shall consolidate or into which it shall merge shall be an individual or a corporation, partnership or other legal entity organized and existing under the laws of the United States of America or one of the states of the United States of America and shall be qualified and admitted to do business in the State; and (ii) such acquiring or remaining entity shall assume in writing all of the obligations of the Borrower under the Borrower Loan Agreement, the Regulatory Agreement, the Borrower Note, the Disbursement Agreement, the Continuing Covenant Agreement, the Borrower Assignments and the Deed of Trust.

**Section 6.3. Additional Instruments.** The Governmental Lender hereby covenants to execute and deliver, or cause to be executed and delivered, at the expense of the Borrower, such additional instruments and to perform such additional acts, or cause the performance of such additional acts, as may be necessary, in the written opinion of the Bank, acting reasonably, to carry out the intent of the Bank Loan and the Governmental Lender Note or to perfect or give further assurances of any of the rights granted or provided for in the Bank Loan Documents.

**Section 6.4. Books and Records.** The Governmental Lender shall, solely by the execution of the Borrower Loan Agreement and the assignment thereof to the Bank, and subject to the provisions of Sections 4.1, 5.2 and 6.14 hereof, cause the Borrower to permit the Bank or its duly authorized representatives access during normal business hours to the books and records of the Borrower pertaining to the Borrower Loan and the Project, and to make such books and records available for audit and inspection, at reasonable times and under reasonable conditions to the Governmental Lender, the Bank and their duly authorized representatives, and at the sole expense of the Borrower.

**Section 6.5. Notice of Certain Events.** The Governmental Lender hereby covenants to advise the Bank promptly in writing of the occurrence of any Event of Default under and as defined in the Borrower Loan Agreement or of the Regulatory Agreement of which it has

received written notice, or any event which, with the passage of time or service of notice, or both, would constitute an Event of Default thereunder of which it has received written notice, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto. In Section 6.6 of the Borrower Loan Agreement, the Borrower has agreed to advise the Governmental Lender and the Bank promptly in writing of the occurrence of any default under the Borrower Loan or of the occurrence of an Act of Bankruptcy.

**Section 6.6. Consent to Assignment.** The Governmental Lender has made an assignment to the Bank of all rights and interest of the Governmental Lender in and to the Borrower Loan Agreement (except the Governmental Lender's rights under Section 6.7 of the Borrower Loan Agreement and its retained rights under Sections 2.3, 2.4, 5.1(b), 5.1(c), 5.1(d), 7.4, 8.7, 8.12 and 8.13 of the Borrower Loan Agreement, together with its rights to receive notice and consent to amendments pursuant to the Loan Documents), the Borrower Assignments and the Deed of Trust and the Borrower Note, upon the terms and as otherwise provided in the Assignment Agreement. The Bank hereby consents to all such assignments.

**Section 6.7. Compliance with Usury Laws.** Notwithstanding any other provision of this Bank Loan Agreement, it is agreed and understood that in no event shall this Bank Loan Agreement, with respect to the Governmental Lender Note, be construed as requiring the Governmental Lender or any other person to pay interest and other costs or considerations that constitute interest under any applicable law which are contracted for, charged or received pursuant to this Bank Loan Agreement in an amount in excess of the maximum amount of interest allowed under any applicable law.

In the event of any acceleration of the payment of the principal amount of either of the Governmental Lender Note or other evidence of indebtedness, that portion of any interest payment in excess of the maximum legal rate of interest, if any, provided for in this Bank Loan Agreement or related documents shall be cancelled automatically as of the date of such acceleration, or if theretofore paid, credited to the principal amount.

The provisions of this Section prevail over any other provision of this Bank Loan Agreement.

**Section 6.8. Title to the Project.** The Borrower has agreed in Section 6.10 of the Borrower Loan Agreement that, concurrently with the closing of the Borrower Loan, it will have a fee interest in the site on which the Project is located free and clear of any lien or encumbrance except for (i) liens for nondelinquent assessments and taxes not yet due or which are being contested in good faith by appropriate proceedings; (ii) the Regulatory Agreement and the Deed of Trust, (iii) Permitted Encumbrances (as defined in the Disbursement Agreement), and (iv) any other encumbrances approved by the Bank. Concurrently with the closing of the Bank Loan, the Borrower is obligated under Section 6.10 of the Borrower Loan Agreement to deliver to the Bank one or more title policies, naming the Bank as the insured, as its interests may appear with endorsements specified in the Bank's escrow instructions, issued by the Title Company. The Governmental Lender makes no representation as to the condition of title to the Project or as to the adequacy or enforceability of any title insurance referred to in the Borrower Loan Agreement or the Deed of Trust.

**Section 6.9. Filing of Tax Returns.** The Governmental Lender shall, solely by the execution of the Borrower Loan Agreement and the assignment thereof to the Bank, and subject to the provisions of Sections 4.1, 5.2 and 6.14 hereof, cause the Borrower to file, or caused to be filed all federal, state and local tax returns or information returns which are required to be filed with respect to the Project and of which the Governmental Lender has knowledge.

**Section 6.10. No Untrue Statements.** Neither this Bank Loan Agreement nor any other document, certificate or statement furnished to the Bank by the Governmental Lender, contains to the best of its knowledge any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading or incomplete as of the date hereof. It is specifically understood by the Governmental Lender that all such statements, representations and warranties shall be deemed to have been relied upon by the Bank as an inducement to make the Bank Loan and that if any such statements, representations and warranties were materially incorrect at the time they were made, the Bank may consider any such misrepresentation or breach an Event of Default.

No document, certificate or statement furnished to the Governmental Lender by the Bank contains to the best of its knowledge any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading or incomplete as of the date hereof.

**Section 6.11. Insurance.** The Governmental Lender shall, solely by the execution of the Borrower Loan Agreement and the assignment thereof to the Bank, and subject to the provisions of Sections 4.1, 5.2 and 6.14 hereof, cause the Borrower to provide policies of insurance with respect to the Project and the operation thereof issued by an insurer, and in forms and amounts, as required by the Continuing Covenant Agreement.

**Section 6.12. Tax Covenants.** The Governmental Lender covenants to and for the benefit of the Bank that, notwithstanding any other provisions of this Bank Loan Agreement (except Section 6.14 hereof) or of any other instrument, it will:

(a) Require the Borrower to execute the Regulatory Agreement as a condition of funding the Borrower Loan;

(b) Not knowingly take or cause to be taken any other action or actions, or knowingly fail to take any action or actions, which would cause the interest payable on the Governmental Lender Note to be includable in gross income of the owner of the Governmental Lender Note for federal income tax purposes;

(c) Whenever and so often as requested by Bank, the Governmental Lender (at the sole cost and expense of the Borrower) shall do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Governmental Lender on the Governmental Lender Note will be excluded from the gross income of the owner of the Governmental Lender Note for federal income tax purposes, pursuant to Section 103 of the Code, except in the event where any owner of the Bank Loan or a portion thereof is a "substantial user" of the facilities financed with the Bank Loan or a "related person" within the meaning of Section 147(a) of the Code;

(d) Not knowingly take any action nor, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, knowingly permit or suffer any action to be taken if the result of the same would be to cause the Governmental Lender Note or the Funding Loan Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations; and

(e) Require the Borrower to agree, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, not to commit any act and not to make any use of the proceeds of the Governmental Lender Note financed with the proceeds of the

Bank Loan, the proceeds of the Funding Loan Note financed with proceeds of the Funding Loan, or any other moneys which may be deemed to be proceeds of the Governmental Obligations, which would cause the Governmental Lender Note or the Funding Loan Note to be an "arbitrage bond" within the meaning of Sections 103(b) and 148 the Code, and to comply with the requirements of the Code throughout the term of the Governmental Obligations; and

(f) Require the Borrower, solely by causing the Borrower to execute and deliver the Borrower Loan Agreement, to take all steps necessary to compute and pay any rebatable arbitrage with respect to the Governmental Obligations in accordance with Section 148(f) of the Code.

In furtherance of the covenants in this Section 6.12, the Governmental Lender and the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which are by this reference incorporated into this Bank Loan Agreement and made a part of this Bank Loan Agreement as if set forth in this Bank Loan Agreement in full. To the extent of any conflict between the requirements of this Bank Loan Agreement and the Tax Certificate, the requirements of the Tax Certificate shall control.

For purposes of this Section 6.12 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's knowledge and control and no acts, omissions or directions of the Borrower, the Bank or any other Person shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on a Tax Counsel No Adverse Effect Opinion or other appropriate opinion of Tax Counsel.

The covenants of the Governmental Lender in this Section 6.12 are made solely in reliance on the representations and covenants of the Borrower set forth in the Borrower Loan Agreement, the Tax Certificate, the Regulatory Agreement and the Subordinate Borrower Loan Agreement, and a default by the Borrower under any such document shall not be considered a default of the Governmental Lender hereunder. The covenants of the Governmental Lender in this Section 6.12 are limited to those actions within its control, and further limited to the extent that the costs and expenses of taking such actions are to be borne by the Borrower or a third party.

#### **Section 6.13. [Reserved].**

**Section 6.14. Immunities and Limitations of Responsibility of Governmental Lender.** The Governmental Lender shall be entitled to the advice of counsel, and the Governmental Lender shall be wholly protected as to action taken or omitted in reliance on such advice. The Governmental Lender may rely conclusively on any communication or other document furnished to it hereunder or under the Borrower Loan Agreement and reasonably believed by it to be genuine. The Governmental Lender shall in no event be liable for the application or misapplication of funds or for other acts or defaults by any person, except its own officers and employees. When any payment or consent or other action by it is called for hereby, it may defer such action pending receipt of such evidence (if any) as it may require in support thereof. The Governmental Lender shall not be required to take any remedial action (other than the giving of notice) unless indemnity in a form acceptable to the Governmental Lender is furnished for any expense or liability to be incurred in connection with such remedial action. The Governmental Lender shall be entitled to reimbursement from the Borrower for its expenses reasonably incurred or advances reasonably made, with interest at the rate of interest on the Borrower

Loan, in the exercise of its rights or the performance of its obligations hereunder, to the extent that it acts without previously obtaining indemnity. No permissive right or power to act which the Governmental Lender may have shall be construed as a requirement to act; and no delay in the exercise of a right or power shall affect its subsequent exercise of the right or power.

A default by the Borrower in any of its covenants, representations and agreements in the Borrower Loan Agreement or the Regulatory Agreement on which the Governmental Lender is relying in the various sections of this Article VI shall not be considered a default hereunder by the Governmental Lender.

The Borrower has indemnified the Governmental Lender against certain acts and events as set forth in Section 6.7 of the Borrower Loan Agreement and Section 9 of the Regulatory Agreement. Such indemnities shall survive payment of the Bank Loan and discharge of this Bank Loan Agreement.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.1. Events of Default.** Each of the following shall be an “Event of Default”:

(a) The Governmental Lender shall fail to perform or observe any of its covenants or agreements contained in this Bank Loan Agreement or the Governmental Lender Note, and such failure shall continue during and after the period specified in Section 7.2; or

(b) Any representation or warranty of the Governmental Lender hereunder shall be determined by the Bank to have been false in any material respect when made; or

(c) The Borrower shall fail to pay when due the amounts required to be paid under the Borrower Loan Agreement, the Continuing Covenant Agreement, the Deed of Trust, the Borrower Assignments or the Borrower Note, including a failure to repay any amounts which have been previously paid but are recovered, attached or enjoined pursuant to any insolvency receivership, liquidation or similar proceedings; or

(d) the occurrence of any other Event of Default under and as defined in the Borrower Loan Agreement.

**Section 7.2. Notice of Default; Opportunity to Cure.** No default under Section 7.1(a), (b) or (d) hereof shall constitute an Event of Default until:

(a) The Governmental Lender, the Borrower and the Equity Investor by registered or certified mail, shall have been sent notice of such default specifying the same and stating that such notice is a “Notice of Default”; and

(b) The Governmental Lender, the Borrower and the Equity Investor shall have had 10 days after receipt of such notice to correct the default and shall not have corrected it; provided, however, that if the default stated in the notice is of such a nature that it cannot be corrected within 10 days, such default shall not constitute an Event of Default hereunder so long as (i) the Governmental Lender, the Borrower or the Equity Investor institutes corrective action within said 10 days, and diligently pursues such action until the default is corrected, but in no event later than 60 days after the occurrence of such Event of Default, and (ii) in the opinion of the Counsel to the

Governmental Lender, the failure to cure said default within 10 days will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note.

The Governmental Lender and the Equity Investor may, but shall not in any way be required to, correct a default on behalf of the Borrower under the Borrower Loan Agreement or the Borrower Note.

Notwithstanding anything to the contrary contained in the Bank Loan Documents, if a monetary default or event of default occurs under the terms of any of the Bank Loan Documents, prior to exercising any remedies thereunder, the Bank shall give the Borrower and the Equity Investor simultaneous written notice of such default. The Borrower and the Equity Investor shall have a period of ten (10) days after receipt of such notice, or such longer period of time as may be set forth in the applicable Loan Documents, to cure the default prior to exercise of remedies by the Bank under the Bank Loan Documents.

**Section 7.3. Remedies.** Whenever any Event of Default under Section 7.1 hereof shall have happened and be continuing, the Bank may take whatever remedial steps as may be allowed under the law, this Bank Loan Agreement, the Continuing Covenant Agreement, the Deed of Trust and the Borrower Assignments.

**Section 7.4. Attorneys' Fees and Expenses.** If an Event of Default occurs and if the Governmental Lender or the Bank should employ attorneys or incur expenses for the enforcement of any obligation or agreement of the Governmental Lender contained herein, the Governmental Lender shall cause the Borrower (solely by its execution and assignment of the Borrower Loan Agreement) on demand to pay to the Governmental Lender or the Bank the reasonable fees of such attorneys and the reasonable expenses so incurred, including court appeals.

**Section 7.5. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Bank Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Bank to exercise any remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

**Section 7.6. No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Bank Loan Agreement should be breached by the Governmental Lender or the Borrower and thereafter waived by the Bank, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder including any other breach of the same agreement or covenant.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1. Entire Agreement.** This Bank Loan Agreement, the Governmental Lender Note, the Assignment Agreement and the other Bank Loan Documents to which the Governmental Lender is a party constitute the entire agreement and supersede all prior

agreements and understandings, both written and oral, between the Governmental Lender and the Bank with respect to the subject matter hereof.

**Section 8.2. Notices.** All notices, demands, requests and other communications required or permitted to be given by any provision of this Bank Loan Agreement shall be in writing and sent by first class, regular, registered or certified mail, commercial delivery service, overnight courier, telegraph, telex, telecopier or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

If to the Governmental Lender:	County of Contra Costa, California Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director Telephone: (925) 674-7888
If to Borrower:	Baypoint Family Apartments, L.P. c/o Meta Housing Corporation 11150 West Olympic Boulevard, Suite 620 Los Angeles, California 90094 Attention: President Telephone: (310) 575-3543
with a copy to:	Bocarsly Emden Cowan Esmail & Arndt LLP 633 West 5th Street, 64th Floor Los Angeles, California 90071 Attention: Nicole Deddens, Esq. Telephone: (213) 239-8029
If to the Equity Investor:	[to come]
with a copy to:	[to come]
If to the Bank:	Pacific Western Bank 130 S. State College Brea, California 92821 Attention: Jennifer D. Riddle Email: jriddle@pacificwesternbank.com
with a copy to:	Pacific Western Bank 444 South Flower Street, 14th Floor Los Angeles, California 90071 Attention: Holly A. Hayes Telephone: (213) 330-2073 Email: hhayes@pacificwesternbank.com

Any such notice, demand, request or communication shall be deemed to have been given and received for all purposes under this Bank Loan Agreement: (i) three Business Days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or, if applicable, certified mail, return receipt requested, postage prepaid; (ii) on the date of transmission when delivered by telecopier or facsimile transmission, telex,

telegraph or other telecommunication device, provided any teletype or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day; (iii) on the next Business Day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and (iv) on the date of actual delivery to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a Business Day, such notice, demand, request or communication shall be deemed to have been given and received on the next Business Day.

Any facsimile signature by a Person on a document, notice, demand, request or communication required or permitted by this Bank Loan Agreement shall constitute a legal, valid and binding execution thereof by such Person.

Any party to this Bank Loan Agreement may change such party's address for the purpose of notice, demands, requests and communications required or permitted under this Bank Loan Agreement by providing written notice of such change of address to all of the parties by written notice as provided herein.

**Section 8.3. Assignments.** Neither this Bank Loan Agreement nor the Borrower Loan Agreement may be assigned by any party hereto or thereto without the prior written consent of the other, which consent shall not be unreasonably withheld, except that the Governmental Lender shall assign to the Bank its rights under the Borrower Loan Agreement.

**Section 8.4. Severability.** If any provision of this Bank Loan Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired. In case any covenant, stipulation, obligation or agreement contained in the Governmental Lender Note or in this Bank Loan Agreement shall for any reason be held to be usurious or in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Governmental Lender or the Bank only to the full extent permitted by law.

**Section 8.5. Execution of Counterparts.** This Bank Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8.6. Amendments, Changes and Modifications.** Except as otherwise provided in this Bank Loan Agreement, this Bank Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto.

No amendment to this Bank Loan Agreement or any other Bank Loan Document entered into under this Section 8.6 or any amendment, change or modification otherwise permitted under this Section 8.6 shall become effective unless and until (i) the Bank shall have approved the same in writing in its sole discretion and (ii) the Bank shall have received, at the expense of the Borrower, a Tax Counsel No Adverse Effect Opinion and an Opinion of Counsel to the effect that any such proposed amendment is authorized and complies with the provisions of this Bank Loan Agreement.

**Section 8.7. Governing Law.** This Bank Loan Agreement and the Governmental Lender Note are contracts made under the laws of the State and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State. This Bank Loan Agreement and the Governmental Lender Note shall be enforceable in the State, and any action arising out of this Bank Loan Agreement or the Governmental Lender

Note shall be filed and maintained in the County, unless the Governmental Lender waives this requirement in writing.

**Section 8.8. Waiver of Jury Trial.** IF AND TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER, THE GOVERNMENTAL LENDER AND THE BANK (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS BANK LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

IF FOR ANY REASON THIS WAIVER IS DETERMINED TO BE UNENFORCEABLE, ALL DISPUTES WILL BE RESOLVED BY JUDICIAL REFERENCE PURSUANT TO THE PROCEDURES SET FORTH IN SECTION 8.9 OF THE BORROWER LOAN AGREEMENT.

**Section 8.9. Term of Agreement.** This Bank Loan Agreement shall be in full force and effect until all payment obligations of the Governmental Lender hereunder have been paid in full and the Bank Loan has been retired or the payment thereof has been provided for; except that on and after payment in full of the Governmental Lender Note, this Bank Loan Agreement shall be terminated, without further action by the parties hereto. Time is of the essence in this Bank Loan Agreement.

**Section 8.10. Survival of Agreement.** All agreements, representations and warranties made herein shall survive the making of the Bank Loan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

PACIFIC WESTERN BANK, a California state-  
chartered bank

By: \_\_\_\_\_  
Jennifer D. Riddle,  
Senior Vice President

03007.44:J15309

[Signature Page to Bank Loan Agreement – Baypoint Family Apartments]

**EXHIBIT A**

**FORM OF GOVERNMENTAL LENDER NOTE**

THIS GOVERNMENTAL LENDER NOTE MAY BE OWNED ONLY BY AN APPROVED INSTITUTIONAL BUYER IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.3 OF THE BANK LOAN AGREEMENT REFERENCED HEREIN, AND THE HOLDER HEREOF, BY THE ACCEPTANCE OF THIS GOVERNMENTAL LENDER NOTE (A) REPRESENTS THAT IT IS AN APPROVED INSTITUTIONAL BUYER AND (B) ACKNOWLEDGES THAT IT CAN ONLY TRANSFER THIS GOVERNMENTAL LENDER NOTE OR ANY INTEREST HEREIN TO ANOTHER APPROVED INSTITUTIONAL BUYER WHICH, IF REQUIRED BY SAID SECTION 4.3, PROVIDES A REQUIRED TRANSFEREE REPRESENTATIONS, ALL IN ACCORDANCE WITH THE TERMS OF THE BANK LOAN AGREEMENT.

COUNTY OF CONTRA COSTA, CALIFORNIA  
MULTIFAMILY HOUSING REVENUE NOTE  
(BAYPOINT FAMILY APARTMENTS)  
SERIES 2018B-1

Dated November \_\_, 2018

\$[\_\_\_\_\_]

FOR VALUE RECEIVED, the undersigned COUNTY OF CONTRA COSTA, CALIFORNIA (“Obligor”) promises to pay to the order of PACIFIC WESTERN BANK (“Holder”) the principal sum of [\_\_\_\_\_] DOLLARS (\$[\_\_\_\_\_]), on [Maturity Date] (the “Maturity Date”), or earlier as provided herein, together with interest thereon at the rates, at the times and in the amounts provided below.

Obligor shall pay to the Holder on or before each date on which payment is due under that certain Loan Agreement, dated as of November 1, 2018 (the “Bank Loan Agreement”), between Obligor and Holder, an amount in immediately available funds sufficient to pay the principal amount of and prepayment premium, if any, on this Governmental Lender Note then due and payable, whether by maturity, acceleration, prepayment or otherwise. In the event that amounts are applied to the payment of principal due on this Governmental Lender Note in accordance with the Bank Loan Agreement, the principal amount due hereunder shall be reduced to the extent of the principal amount of this Governmental Lender Note so paid. Capitalized terms not otherwise defined herein shall have the respective meanings given to them in the Bank Loan Agreement.

Obligor shall pay to the Holder on or before each date on which interest on the Bank Loan is payable interest on the unpaid principal balance hereof in an amount in immediately available funds sufficient to pay the interest on this Governmental Lender Note then due and payable in the amounts and at the rate or rates set forth in the Bank Loan Agreement.

This Governmental Lender Note is a pass-through obligation relating to a construction and permanent loan (the “Borrower Loan”) made by Obligor from proceeds of the Bank Loan to Baypoint Family Apartments, L.P., a California limited partnership, as borrower (the “Borrower”), under that certain Loan Agreement, dated as of November 1, 2018 (as the same may be modified, amended or supplemented from time to time, the “Borrower Loan Agreement”), between the Obligor and the Borrower, evidenced by the Borrower Note (as defined in the Borrower Loan Agreement). Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note, payments on which are passed-through under this Governmental Lender Note.

NONE OF THE GOVERNMENTAL LENDER, ANY MEMBER OF THE BOARD OF SUPERVISORS OF THE GOVERNMENTAL LENDER OR ANY PERSON EXECUTING THIS GOVERNMENTAL LENDER NOTE IS LIABLE PERSONALLY ON THE GOVERNMENTAL LENDER NOTE OR SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THEIR EXECUTION AND DELIVERY. THIS GOVERNMENTAL LENDER NOTE IS A LIMITED OBLIGATION OF THE GOVERNMENTAL LENDER, PAYABLE SOLELY FROM AND SECURED BY THE SECURITY. NEITHER THE GOVERNMENTAL LENDER NOR THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS SHALL BE DIRECTLY, INDIRECTLY, CONTINGENTLY OR MORALLY OBLIGATED TO USE ANY OTHER MONEYS OR ASSETS TO PAY ALL OR ANY PORTION OF THE DEBT SERVICE DUE ON THIS GOVERNMENTAL LENDER NOTE, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THIS GOVERNMENTAL LENDER NOTE IS NOT A PLEDGE OF THE FAITH AND CREDIT OF THE GOVERNMENTAL LENDER, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS NOR DOES IT CONSTITUTE INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION. THE GOVERNMENTAL LENDER HAS NO TAXING POWER.

The Governmental Lender shall not be liable for payment of the principal of, prepayment premium, if any, or interest on this Governmental Lender Note or any other costs, expenses, losses, damages, claims or actions of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Bank Loan Agreement, this Governmental Lender Note or any other documents, except only to the extent amounts are received for the payment thereof from the Borrower under the Borrower Loan Agreement.

This Governmental Lender Note is subject to the express condition that at no time shall interest be payable on this Governmental Lender Note or the Bank Loan at a rate in excess of the Maximum Legal Rate; and Obligor shall not be obligated or required to pay, nor shall the Holder be permitted to charge or collect, interest at a rate in excess of the Maximum Legal Rate. If by the terms of this Governmental Lender Note or of the Bank Loan Agreement, Obligor is required to pay interest at a rate in excess of the Maximum Legal Rate, the rate of interest hereunder or thereunder shall be deemed to be reduced immediately and automatically to the Maximum Legal Rate, and any such excess payment previously made shall be immediately and automatically applied to the unpaid balance of the principal sum hereof and not to the payment of interest.

Amounts payable hereunder representing late payments, penalty payments or the like shall be payable to the extent allowed by law.

This Governmental Lender Note is subject to all of the terms, conditions, and provisions of the Bank Loan Agreement, including those respecting prepayment and the acceleration of maturity, and those that limit the Governmental Lender's liability as set forth in Sections 4.1, 5.2 and 6.14 thereof.

If there is an Event of Default under the Bank Loan Documents, then in any such event and subject to the requirements set forth in the Bank Loan Agreement, the Holder may declare the entire unpaid principal balance of this Governmental Lender Note and accrued interest, if any, due and payable at once. All of the covenants, conditions and agreements contained in the Bank Loan Documents are hereby made part of this Governmental Lender Note.

No delay or omission on the part of the Holder in exercising any remedy, right or option under this Governmental Lender Note or the Bank Loan Documents shall operate as a waiver of

such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of the Holder under this Governmental Lender Note and the Bank Loan Documents are and shall be cumulative and are in addition to all of the rights, remedies and options of the Holder at law or in equity or under any other agreement.

Obligor shall pay all costs of collection on demand by the Holder, including without limitation, reasonable attorneys' fees and disbursements, which costs may be added to the indebtedness hereunder, together with interest thereon, to the extent allowed by law, subject in any event to the terms of the Bank Loan Agreement.

This Governmental Lender Note may not be changed orally. Presentment for payment, notice of dishonor, protest and notice of protest are hereby waived. The acceptance by the Holder of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the Holder of any sum in an amount less than the amount then due shall be deemed an acceptance on account only and upon condition that such acceptance shall not constitute a waiver of the obligation of Obligor to pay the entire sum then due, and Obligor's failure to pay such amount then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid. Consent by the Holder to any action of Obligor which is subject to consent or approval of the Holder hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Governmental Lender Note or caused this Governmental Lender Note to be duly executed and delivered by its authorized representative as of the date first set forth above.

OBLIGOR:

COUNTY OF CONTRA COSTA, CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

## EXHIBIT B

### FORM OF REQUIRED TRANSFEREE REPRESENTATIONS

The undersigned, as owner (the "Holder") of the County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-1 (the "Governmental Lender Note") evidencing a loan (the "Bank Loan") in the aggregate maximum principal amount of \$[\_\_\_\_\_] from Pacific Western Bank (the "Bank") to the County of Contra Costa, California (the "Governmental Lender") pursuant to a Loan Agreement, dated as of November 1, 2018 (the "Bank Loan Agreement") between the Bank and the Governmental Lender hereby represents that:

1. The Holder has sufficient knowledge and experience in financial and business matters with respect to the evaluation of residential real estate developments such as the Project to be able to evaluate the risk and merits of the investment represented by the Bank Loan. The Holder is able to bear the economic risks of such investment.

2. The Holder acknowledges that it has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Holder has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Governmental Lender, the Borrower, the Project, the use of proceeds of the Bank Loan and the Bank Loan and the security therefor so that, as a reasonable investor, the Holder has been able to make its decision to assume the position of the Bank under the Governmental Lender Note or an interest therein. In entering into this transaction, the Holder acknowledges that it has not relied upon any representations or opinions of the Governmental Lender relating to the legal consequences to the Bank or other aspects of its making the Bank Loan and acquiring the Governmental Lender Note, nor has it looked to, nor expected, the Governmental Lender to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transactions contemplated by the Bank Loan Agreement and the Borrower Loan Agreement, or the adequacy of the funds pledged to the Bank to secure repayment of the Governmental Lender Note.

3. The Holder is an Approved Institutional Buyer.

4. The Holder acknowledges that it is [assuming the position of the Bank under the Governmental Lender Note] [purchasing an interest in the Governmental Lender Note] for investment for its own account and not with a present view toward resale or the distribution thereof, in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Governmental Lender Note; provided, however, that the Holder may sell or transfer the Governmental Lender Note and the Bank Loan, or any portion of or participation interests in the Governmental Lender Note and Bank Loan, subject to the provisions of Section 4.3 of the Bank Loan Agreement. The Holder agrees to and shall indemnify, hold harmless and defend the Governmental Lender, its officers, Supervisors, officials and employees, and each of them, against all loss, costs, damages, expenses, suits, judgments, actions and liabilities of whatever nature (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly

resulting from or arising out of or related to its transfer of the Governmental Lender Note, any interest in the Governmental Lender Note and the Bank Loan, or any interest in the Bank Loan in violation of Section 4.3 of the Bank Loan Agreement.

5. The Holder understands that (a) the Governmental Lender Note is a limited obligation of the Governmental Lender, payable solely from funds and moneys pledged and assigned under the Bank Loan Agreement, and that the liabilities and obligations of the Governmental Lender with respect to the Governmental Lender Note are expressly limited as set forth in the Bank Loan Agreement and related documents, (b) the Governmental Lender Note is not secured by any pledge of any moneys received or to be received from taxation by the State of California or any political subdivision thereof and that the Governmental Lender has no taxing power, and (c) the Governmental Lender Note does not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Governmental Lender or the State of California or any political subdivision thereof.

6. The Holder has authority to assume the position of the Bank under the Governmental Lender Note or an interest therein and to execute these representations and any other instructions and documents required to be executed by the Holder in connection with the assumption of the position of the Bank under the Governmental Lender Note or an interest therein. The undersigned is a duly appointed qualified and acting officer of the Holder and is authorized to execute these representations on behalf of the Holder.

7. The Holder understands that the Governmental Lender Note is not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Governmental Lender Note (a) is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed on any stock or other securities exchange, and (c) will not carry a rating from any rating agency. The Holder agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of any interest in the Governmental Lender Note by it, as well as the provisions of Section 4.3 of the Bank Loan Agreement, and further acknowledges that any current exemption from registration of the Governmental Lender Note does not affect or diminish such requirements.

8. None of the Governmental Lender, its Board of Supervisors, or any of its employees, counsel or agents will have any responsibility to the Holder for the accuracy or completeness of information obtained by the Holder from any source regarding the Borrower or its financial condition or the Project, or regarding the Governmental Lender Note, the provision for payment thereof, or the sufficiency of any security therefor. No written information has been provided by the Governmental Lender to the Holder with respect to the Governmental Lender Note. The Holder acknowledges that, as between the Holder and all of such parties, the Holder has assumed responsibility for obtaining such information and making such review as the Holder deemed necessary or desirable in connection with its decision to purchase the Governmental Lender Note or any interest therein.

9. Capitalized terms used and not otherwise defined herein have the meanings given such terms in the Bank Loan Agreement.

\_\_\_\_\_ as Holder

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

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

Its: \_\_\_\_\_

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**LOAN AGREEMENT**

**by and between**

**COUNTY OF CONTRA COSTA, CALIFORNIA,  
as Governmental Lender**

**and**

**BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership ,  
as Borrower**

**dated as of November 1, 2018**

**relating to:**

**\$\_[ ]**

**County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-1**

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## LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of November 1, 2018 (this "Borrower Loan Agreement"), is by and between the County of Contra Costa, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California (together with its successors and assigns, the "Governmental Lender"), and Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower").

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

**Section 1.1. Definitions.** The following words and terms as used in this Borrower Loan Agreement shall have the following meanings unless the context or use otherwise requires or if not defined herein as defined in the Bank Loan Agreement:

"Act" means Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the California Health and Safety Code, as now in effect and as it may from time to time hereafter be amended or supplemented to apply to obligations incurred as of the Closing Date.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy (or any other commencement of a bankruptcy or similar proceeding) by or against the Borrower, or any guarantor of the Borrower under any applicable bankruptcy, insolvency, reorganization, or similar law, now or hereafter in effect; provided that, in the case of an involuntary proceeding, such proceeding is not dismissed within ninety (90) days after the commencement thereof.

"Administrative General Partner" means Baypoint Family Apartments, LLC, a California limited liability company, and its respective successors and assigns.

"Assignment Agreement" means that certain Assignment Agreement, dated as of November 1, 2018, by and between the Bank and the Governmental Lender, as referenced in Section 6.6 of the Bank Loan Agreement and Section 6.8 of this Borrower Loan Agreement.

"Bank" means Pacific Western Bank, a California state-chartered bank, its successors and assigns under the Bank Loan Agreement.

"Bank Loan" means the mortgage loan originated under the Bank Loan Agreement by the Bank to the Governmental Lender in a maximum principal amount of \$[\_\_\_\_\_], evidenced by the Governmental Lender Note, for the purpose of enabling the Governmental Lender to make the Borrower Loan to the Borrower pursuant to the terms of this Borrower Loan Agreement.

"Bank Loan Agreement" means that certain Loan Agreement, dated as of November 1, 2018, by and between the Bank and the Governmental Lender, as amended and supplemented from time to time, pursuant to which the Governmental Lender Loan is being made.

“Bank Loan Documents” shall have the meaning given to that term in the Bank Loan Agreement.

“Borrower” means Baypoint Family Apartments, L.P., a California limited partnership and its successors and assigns as owner of the Project.

“Borrower Assignments” means, collectively, (i) the Assignment of Development Agreement and Developer Fee Subordination Agreement, made effective as of November 1, 2018, by the Borrower for the benefit of the Bank; (ii) the Environmental Indemnity Agreement, (iii) the Guaranty; (iv) the Assignment of Construction Contracts, made effective as of November 1, 2018, by the Borrower in favor of the Bank; and (v) the Assignment of Management Contracts and Subordination of Management Fees, and made effective as of November 1, 2018, by the Borrower in favor of the Bank.

“Borrower Loan” means the mortgage loan originated by the Governmental Lender to the Borrower in a maximum principal amount of \$[\_\_\_\_\_], evidenced by the Borrower Note, pursuant to the terms of this Borrower Loan Agreement.

“Borrower Loan Agreement” means this Loan Agreement, as amended and supplemented from time to time.

“Borrower Note” means the promissory note evidencing a portion of the Borrower Loan in the maximum principal amount of \$[\_\_\_\_\_], executed by the Borrower, in the form attached hereto as Exhibit A.

“Borrower Representative” means the Vice President of the administrative general partner of the Borrower, the President of the managing general partner of the Borrower, or any other person designated by action of the Borrower to be a Borrower Representative for purposes of the Loan Documents, a copy of which designation to be provided by the Borrower to the Governmental Lender and the Bank.

“Business Day” means any day other than a Saturday, a Sunday, or a day on which the Bank is closed.

“Closing Date” means November \_\_, 2018, being the date of issuance of Governmental Lender Note for purposes of the Code.

“Code” shall mean the Internal Revenue Code of 1986 as in effect on the Closing Date and (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Continuing Covenant Agreement” means the Continuing Covenant Agreement, dated as of November 1, 2018, between the Bank and the Borrower, as amended and supplemented from time to time in accordance with its terms.

“Costs of Issuance” means all fees, costs and expenses directly associated with the authorization, issuance, sale and delivery of the Governmental Lender Note, and the making of the Governmental Lender Loan and the Borrower Loan, including, but not limited to: (i) counsel fees (including but not limited to Tax Counsel, counsel to the Governmental Lender, Borrower’s counsel and Bank’s counsel); (ii) municipal advisor

fees, incurred in connection with the closing of the Borrower Loan and the Bank Loan; (iii) certifying and authenticating agent fees and expenses related to funding of the Bank Loan; (iv) any recording fees; (v) any additional fees charged by the Governmental Lender in connection with the issuance and sale of the Governmental Lender Note, including the fees and expenses of the Governmental Lender's municipal advisor; (vi) costs incurred in connection with the required public notices generally and costs of the public hearing for the financing required by the Code; and (vii) fees paid to the Bank in connection with the origination of the Governmental Lender Loan.

"County" means the County of Contra Costa, California.

"Deed of Trust" means the Deed of Trust, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing, dated as of November 1, 2018, executed by the Borrower and granting a security interest in the Project, to North American Title Company, as trustee, for the benefit of the Governmental Lender, in order to secure the Borrower's obligations under the Borrower Note to repay the Borrower Loan, and all obligations related thereto under this Borrower Loan Agreement.

"Disbursement Agreement" means the Construction Disbursement Agreement, dated as of November 1, 2018, between the Bank and the Borrower, as amended and supplemented from time to time in accordance with its terms.

"Equity Contributions" shall mean the equity to be contributed by the Equity Investor in accordance with and subject to the terms of the Partnership Agreement.

"Equity Investor" means [\_\_\_\_\_], a [\_\_\_\_\_], and its successors and assigns.

"Environmental Indemnity Agreement" means the Environmental Indemnity Agreement, dated as of November 1, 2018, by the Borrower and the Guarantor in favor of the Bank.

"Event of Default" means any of the events described as an event of default in Section 7.1 hereof.

"Force Majeure" shall mean without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of terrorism or of public enemies; orders or restraints of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the Borrower; provided Borrower shall notify the Bank of any such event within 10 calendar days after the occurrence thereof.

"Funding Loan" means the loan originated under the Funding Loan Agreement by Baypoint Family Apartments, LLC to the Governmental Lender evidenced by the Funding Loan Note.

“Funding Loan Agreement” means the Funding Loan Agreement, dated as of November 1, 2018, between the Governmental Lender and Baypoint Family Apartments, LLC.

“Funding Loan Note” means the promissory note executed by the Governmental Lender in favor of Baypoint Family Apartments, LLC, in the initial principal amount of \$3,500,000 evidencing the Funding Loan.

“General Partner” means CHBA Affordable IX, LLC, a California limited liability company.

“Governmental Lender” means the County, a public body, corporate and politic, duly organized and existing under the laws of the State of California, together with its successors and assigns.

“Governmental Lender Annual Fee” has the meaning given such term in the Regulatory Agreement.

“Governmental Lender Issuance Fee” has the meaning given such term in the Regulatory Agreement.

“Governmental Lender Loan” means the mortgage loan originated under the Bank Loan Agreement by the Bank to the Governmental Lender in a maximum principal amount of \$[\_\_\_\_\_], evidenced by the Governmental Lender Note, for the purpose of enabling the Governmental Lender to make the Borrower Loan to the Borrower pursuant to the terms of this Borrower Loan Agreement.

“Governmental Lender Note” means the promissory note evidencing the Governmental Lender Loan in the maximum principal amount of \$[\_\_\_\_\_], executed by the Governmental Lender, in the form attached to the Bank Loan Agreement as Exhibit A thereto.

“Governmental Obligations” means, collectively, the Funding Loan Note and the Governmental Lender Note.

“Gross Income” has the meaning ascribed to such term in the Regulatory Agreement.

“Guarantor” means Meta Housing Corporation, a California corporation.

“Guaranty” means the Guaranty of Payment and Performance, dated as of November 1, 2018, by the Guarantor in favor of the Bank.

“Hazardous Substance Laws” collectively means and includes any present and future local, state, federal or international law or treaty relating to public health, safety or the environment including without limitation, the Resource Conservation and Recovery Act, as amended (“RCRA”), 42 U.S.C. § 6901 et seq., the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”), the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the Clean Air Act, as amended 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. § 300f et seq., the Uranium Mill Tailings Radiation Control Act, 42 U.S.C.

§ 7901 et seq., the Occupational Safety and Health Act, 29 U.S.C. § 655 et seq., the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. § 136 et seq., the National Environmental Policy Act, 42 U.S.C. § 4321 et seq., the Noise Control Act, 42 U.S.C. § 4901 et seq., and the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 et seq., and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter promulgated thereunder, and any similar law, regulation, order, decree, permit, license or deed restriction of the State.

“Inducement Date” means July 10, 2018, being the date of adoption of Resolution No. 2018/432 by the Board of Supervisors of the Governmental Lender.

“Initial Disbursement” means the initial advance of the principal of the Borrower Loan on the Closing Date in the amount of the Initial Disbursement (as defined in the Bank Loan Agreement).

“Loan Documents” means this Borrower Loan Agreement, the Bank Loan Agreement, the Continuing Covenant Agreement, the Disbursement Agreement, the Regulatory Agreement, the Borrower Note, the Governmental Lender Note, the Borrower Assignments and the Deed of Trust.

“Low Income Tenants” has the meaning ascribed to such term in the Regulatory Agreement.

“Partnership Agreement” means the [Amended and Restated Agreement of Limited Partnership] of the Borrower, as executed by the parties thereto or as thereafter amended or restated in accordance with its terms.

“Project” shall mean the Property (as defined in the Deed of Trust) and improvements thereon owned by the Borrower and encumbered by the Deed of Trust, together with all rights pertaining to such real property and improvements, as more particularly described in the Granting Clauses of the Deed of Trust and referred to therein as the “Property”.

“Project Costs” means, to the extent authorized by the Act, any and all costs and expenses incurred by the Borrower with respect to the acquisition, financing, construction and/or operation of the Project, whether paid or incurred prior to or after the Closing Date, including, without limitation, costs for the acquisition of property, the cost of consultant, accounting and legal services, appraisal costs, other expenses necessary or incident to the acquisition of the Project, and administrative expenses, and interest on the Borrower Loan.

“Property” means, the site on which the Project is located.

“Purchase Option” means any option of a partner of the Borrower to purchase the Project and a fee interest in the Property contemplated by the Partnership Agreement or documents related to the Partnership Agreement.

“Qualified Project Costs” has the meaning given to such term in the Regulatory Agreement.

“Qualified Project Period” has the meaning given to such term in the Regulatory Agreement.

“Regulations” means the income tax regulations promulgated by the United States Department of the Treasury from time to time pursuant to the Code.

“Regulatory Agreement” shall mean that certain Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, by and between the Governmental Lender and the Borrower, as in effect on the Closing Date and as it may thereafter be amended or modified in accordance with its terms.

“State” means the State of California.

“Subordinate Borrower Loan Agreement” means that certain Borrower Loan Agreement, dated as of November 1, 2018, by and among the Borrower, the Governmental Lender and Baypoint Family Apartments, LLC.

“Tax Certificate” shall mean the Certificate as to Arbitrage, dated the Closing Date, executed and delivered by the Governmental Lender and the Borrower.

“Tax Counsel” shall have the meaning set forth in the Bank Loan Agreement.

“Taxes” shall mean all real estate and personal property taxes, assessments, water rates or sewer rents, now or hereafter levied or assessed or imposed against all or part of the Project.

**Section 1.2. Interpretation.** Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Borrower Loan Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

**Section 1.3. Recitals, Titles and Headings.** The terms and phrases used in the recitals of this Borrower Loan Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all such terms and phrases for purposes of this Borrower Loan Agreement shall be determined by references to Section 1.1 hereof. The titles and headings of the articles and sections of this Borrower Loan Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Borrower Loan Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of the Governmental Lender.** The Governmental Lender represents, warrants and covenants that:

(a) The Governmental Lender is a public body, corporate and politic, duly organized and existing under the laws of the State and is duly authorized to execute and deliver the Governmental Lender Note and to perform its obligations under this Borrower Loan Agreement.

(b) All requirements have been met and procedures have occurred as required by the Act and the laws of the State in order to authorize the execution and delivery by the Governmental Lender of this Borrower Loan Agreement. The Governmental Lender has taken all necessary action and has complied with all provisions of the Act required to make this Borrower Loan Agreement a valid and binding limited obligation of the Governmental Lender, except to the extent limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally, by the application of equitable principles regardless of whether enforcement is sought in a proceeding at law or in equity, or by public policy.

(c) The Loan Documents to which the Governmental Lender is a party have been duly executed and delivered by the Governmental Lender, and the Governmental Lender has taken such actions as are necessary to cause the Loan Documents to which it is a party, when duly authorized, executed and delivered by the other respective parties thereto, to be valid and binding obligations of the Governmental Lender, enforceable against the Governmental Lender in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally.

(d) To the best knowledge of the Governmental Lender, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending with respect to which the Governmental Lender has been served with process or threatened against the Governmental Lender that (i) affects or questions the existence or the territorial jurisdiction of the Governmental Lender or the title to office of any members of the Board of Supervisors of the Governmental Lender; (ii) affects or questions the validity or enforceability of this Borrower Loan Agreement or the Regulatory Agreement; or (iv) questions the tax-exempt status of interest on the Governmental Lender Note.

The Governmental Lender makes no representation or warranty, either express or implied, that the Project will be adequate or sufficient for the purposes of the Borrower. Nothing in this Borrower Loan Agreement shall be construed as requiring the Governmental Lender to provide any financing for the Project other than the proceeds of the Borrower Loan, or to provide sufficient moneys for all of the costs of the Project.

**Section 2.2. Representations, Warranties and Covenants of the Borrower.** The Borrower represents, warrants and covenants that:

(a) The Borrower is a limited partnership, duly organized and in good standing under the laws of the State and has full legal right, power and authority (i) to enter into this Borrower Loan Agreement and the other Loan Documents to which it is a party; (ii) to perform its obligations hereunder and thereunder; and (iii) to consummate the transactions on its part contemplated by the Loan Documents.

(b) The Loan Documents to which it is a party have been duly authorized, executed and delivered by the Borrower and, upon the execution thereof by the other respective parties thereto, constitute valid and binding obligations of the Borrower, enforceable in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decisions affecting the rights of creditors generally.

(c) The execution and delivery of the Loan Documents to which it is a party, the performance by the Borrower of its obligations hereunder and thereunder and the

consummation of the transactions contemplated hereby and thereby do not require the consent or approval of any other person, regulatory agency or governmental body (other than the other parties to the Loan Documents) and will not violate the Borrower's Partnership Agreement, or any law, regulation, rule or ordinance or any order, judgment or decree of any federal, state or local court and do not conflict with, or constitute a breach of, or a default under, any document, instrument or commitment to which the Borrower is a party or by which the Borrower or any of its property is bound.

(d) The execution and delivery of this Borrower Loan Agreement and the Regulatory Agreement, the performance of by the Governmental Lender of its obligations hereunder and thereunder and the consummation of the transactions on its part contemplated hereby and thereby, including, without limitation, the loaning of the amounts herein set forth to the Borrower, do not violate any law, rule, regulation or ordinance or any order, judgement or decree of any federal state or local court.

(e) There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against the Borrower which (i) affects or seeks to prohibit, restrain or enjoin the loaning of the amounts set forth herein to the Borrower or the execution and delivery of this Borrower Loan Agreement or the other Loan Documents, (ii) affects or questions the validity or enforceability of this Borrower Loan Agreement or the other Loan Documents, or (iii) questions the power or authority of the Borrower to carry out the transactions contemplated by, or to perform its obligations under, this Borrower Loan Agreement or the other Loan Documents to which it is a party, or the powers of the Borrower to own, acquire, construct or operate the Project; and no other event has occurred which may materially adversely affect the Borrower's financial condition or its properties.

(f) The Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) under any document, instrument or commitment to which the Borrower is a party or to which it or any of its property is subject which default would or could affect the ability of the Borrower to carry out its obligations under this Borrower Loan Agreement or the other Loan Documents.

(g) Any certificate signed by a Borrower Representative and delivered pursuant to this Borrower Loan Agreement or the other Loan Documents shall be deemed a representation and warranty by the Borrower as to the statements made therein.

(h) The Project is located wholly within the unincorporated area of the County.

(i) The Borrower will obtain all necessary certificates, approvals, permits and authorizations with respect to the acquisition, construction and operation of the Project from applicable local governmental agencies and agencies of the State of California and the federal government.

(j) The Borrower shall make no changes to the Project or to the operation thereof which would affect the qualification of the Project under the Act or the Code, or impair the exclusion from gross income for federal income tax purposes of the interest on the Governmental Lender Note. The Borrower intends to utilize the Project as multifamily rental housing for a period ending on the later of the end of the Qualified Project Period or the expiration of the Compliance Period (as defined in the Regulatory Agreement).

(k) Not in excess of two percent (2.00%) of the proceeds of the Governmental Obligations will be used to pay Costs of Issuance.

(l) The acquisition, construction and operation of the Project in the manner presently contemplated and as described herein and in the Regulatory Agreement will not conflict with any zoning, water or air pollution or other ordinance, order, law or regulation applicable thereto. The Borrower will cause the Project to be operated in all material respects in accordance with all applicable federal, state and local laws or ordinances (including rules and regulations) relating to zoning, building, safety and environmental quality.

(m) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the Project; that it is familiar with the provisions of all of the documents and instruments relating to the financing of the Project to which it or the Governmental Lender is a party or of which it is a beneficiary; and that it understands the risks inherent in such transactions, including without limitation the risk of loss of the Project; and that it has not relied on the Governmental Lender for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Loan Documents or otherwise relied on the Governmental Lender for advice.

(n) The Borrower intends to hold the Project for its own account, has no current plans to sell and has not entered into any agreement to sell the Project, except in accordance with the terms of the Regulatory Agreement, the Deed of Trust, the Continuing Covenant Agreement, and a possible sale to the general partner of the Borrower or an affiliate thereof as reflected in the Partnership Agreement or the exhibits thereto.

(o) Neither the Borrower nor any related person thereto will purchase the Governmental Lender Note or the Funding Loan Note, or any interest in the Governmental Lender Loan or the Funding Loan.

(p) In the event the Borrower Loan proceeds are not sufficient to complete the acquisition and construction of the Project, the Borrower will furnish any additional moneys necessary to complete the acquisition and construction of the Project.

(q) All of the proceeds from the Governmental Obligations plus any income from the investment of the proceeds of the Governmental Obligations will be used to pay or reimburse the Borrower for Project Costs, and at least 97% of the proceeds of the Governmental Obligations will be used to pay or reimburse the Borrower for Qualified Project Costs and less than 25% of the proceeds of the Governmental Obligations will be used to pay or reimburse the Borrower for the cost of land or any interest therein. The Borrower shall assure that the proceeds of the Governmental Lender Note and the Funding Loan Note are expended so as to cause the Governmental Lender Note and the Funding Loan Note to constitute "qualified residential rental bonds" within the meaning of Section 142(d) of the Code.

(r) The estimated total cost of the financing of the acquisition and construction of the Project is equal to or in excess of the maximum principal amount of the Governmental Obligations.

(s) The Borrower has not knowingly taken or permitted to be taken and will not knowingly take or permit to be taken any action which would have the effect, directly or

indirectly, of causing interest on the Governmental Lender Note to be included in the gross income of the owner thereof for purposes of federal income taxation.

(t) The Borrower covenants that it shall not take, or permit or suffer to be taken by the Bank or otherwise, any action with respect to the proceeds of the Governmental Obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the Closing Date, would have caused the Governmental Lender Note or the Funding Loan Note to be an "arbitrage bond" within the meaning of Section 148(a) of the Code.

(u) The Borrower has examined and is familiar with all the easements, covenants, conditions, restrictions, reservations, building laws, regulations, zoning ordinances, and federal, state, and local requirements affecting the Project. The Project will at all times and in all respects conform to and comply with the requirements of such easements, covenants, conditions, restrictions and reservations.

(v) Each financial statement of Borrower supplied to the Governmental Lender or the Bank truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to the Governmental Lender or the Bank except as disclosed on a subsequent financial statement. Borrower has no material contingent obligations except as disclosed in such financial statements.

(w) The Project Costs as set forth by the Borrower to the Governmental Lender and the Bank in writing prior to the date of the first disbursement of the Borrower Loan truly and accurately reflect the Borrower's reasonable estimate of the costs necessary to complete the acquisition and construction of the Project.

(x) All utility services appropriate to the use of the Project are being or upon completion of construction will be provided to the Project.

(y) The Project is contiguous to publicly dedicated streets, roads, or highways providing access to the Project.

(z) The Borrower shall take all actions required under the Partnership Agreement to cause the funding of all capital contributions to the Borrower at the times and in the amounts set forth in the Partnership Agreement.

**Section 2.3. Hazardous Waste Covenant.** In addition to and without limitation of any other representations, warranties and covenants made by the Borrower under this Borrower Loan Agreement and under the Regulatory Agreement, the Continuing Covenant Agreement and the Deed of Trust, the Borrower further represents, warrants and covenants that (a) the Borrower will not use Hazardous Materials (as defined herein) on, from, or affecting the Project (i) in any manner which violates federal, state or local laws, ordinances, rules, or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, or (ii) in a manner that would create a material adverse effect on the Project, and that, (b) to the best of the Borrower's knowledge, no prior owner of the Project or any tenant, subtenant, prior tenant or prior subtenant has used Hazardous Materials on, from, or affecting the Project (i) in any manner which violates Federal, state or local laws, ordinances, rules, or regulations governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials, or (ii) in a manner that would create a material adverse effect on the Project. Without

limiting the foregoing, the Borrower shall not cause or knowingly permit the Project or any part thereof to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Materials, except in compliance with all applicable Federal, state and local laws or regulations, nor shall the Borrower cause or knowingly permit, as a result of any intentional or unintentional act or omission on the part of the Borrower or any tenant or subtenant, a release of Hazardous Materials on to the Project or on to any other property in a manner which violates Federal, State, or local laws, ordinances, rules or regulations or in a manner that would create a material adverse effect on the Project. The Borrower shall comply with and require compliance by all tenants and subtenants with all applicable Federal, state and local laws, ordinances, rules and regulations, and shall obtain and comply with, and require that all tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The Borrower shall conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other action required by a governmental authority under an applicable statute or regulation to clean up and remove all Hazardous Materials, on, from, or affecting the Project in accordance with all applicable Federal, state, and local laws, ordinances, rules and regulations. The Borrower shall defend, indemnify, and hold harmless the Governmental Lender from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (a) the presence, disposal, release, or threatened release of any Hazardous Materials which are on or from the Project which affect, the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (b) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials on or from the Project, and/or (c) any violation of laws, orders, regulations, requirements or demands of government authorities, or written requirements of the Governmental Lender, which are based upon or in any way related to such Hazardous Materials including, without limitation, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. In the event the Project is foreclosed upon, or a deed in lieu of foreclosure is tendered, or this Borrower Loan Agreement is terminated, the Borrower shall deliver the Project in a manner and condition that shall conform with all applicable Federal, state and local laws, ordinances, rules or regulations affecting the Project. For the purposes of this paragraph, "Hazardous Materials" includes, without limit, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 9601 et seq.), and in the regulations promulgated pursuant thereto, or any other federal, state or local environmental laws, ordinance, rule or regulation. Notwithstanding the foregoing, "Hazardous Materials" shall not include substances typically used in the ordinary course of developing, operating and maintaining apartment complexes, provided that such substances are used in accordance with applicable laws and regulations. The provisions of this paragraph: (a) shall be in addition to any and all other obligations and liabilities the Borrower may have to the Governmental Lender at common law, and (b) with respect to any liability or cost arising as a result of acts or omissions of the Borrower during the term of this Borrower Loan Agreement, shall survive the termination of this Borrower Loan Agreement. This paragraph shall not obligate the Borrower in any way with respect to any acts or omissions of any entity to which the Project is sold or transferred in accordance with the provisions of Section 12 of the Regulatory Agreement or which are attributable solely to the willful misconduct of the Governmental Lender or the Bank or their agents or assigns.

The indemnifications and protections set forth in this Section 2.3 (i) shall be extended, with respect to the Governmental Lender, to its supervisors, officers, employees, agents and servants and persons under the Governmental Lender's control or supervision, and (ii) shall be

for the full and equal benefit of the Bank, as assignee of the Governmental Lender under the Assignment Agreement.

Anything to the contrary in this Borrower Loan Agreement notwithstanding, the covenants of the Borrower contained in this Section 2.3 shall remain in full force and effect after the termination of this Borrower Loan Agreement until the later of (i) the expiration of the period stated in the applicable statute of limitations during which a claim or cause of action may be brought and (ii) payment in full or the satisfaction of such claim or cause of action and of all expenses and charges incurred by the Governmental Lender relating to the enforcement of the provisions herein specified.

For the purposes of this Section 2.3, the Borrower shall not be deemed an employee, agent or servant of the Governmental Lender or person under the Governmental Lender's control or supervision.

**Section 2.4. Additional Environmental Matters.** (a) The Borrower shall require in any management agreement for the Project that the management company shall operate and maintain the Project in material compliance with all applicable federal, state, regional, county or local laws, statutes, rules, regulations or ordinances, concerning the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601 et seq., the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Section 6901 et seq., the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq., and the Clean Air Act of 1975, 42 U.S.C. Section 4321, and all rules, regulations and guidance documents promulgated or published thereunder, and any state, regional, county or local statute, law, rule, regulation or ordinance relating (i) to releases, discharges, emissions or disposal to air, water, land or ground water, (ii) to the withdrawal or use of ground water, (iii) to the use, handling or disposal or polychlorinated biphenyls ("PCBs"), asbestos or urea formaldehyde, (iv) to the treatment, storage, disposal or management of hazardous substances (including, without limitation, petroleum, its derivatives, crude oil or any fraction thereof) and any other solid, liquid or gaseous substance, exposure to which is prohibited, limited or regulated, or may or could pose a hazard to the health and safety of the occupants of the Project or the property adjacent to or surrounding the Project, (v) to the exposure of persons to toxic, hazardous or other controlled, prohibited or regulated substances or (vi) to the transportation, storage, disposal, management or release of gaseous or liquid substances and any regulation, order, injunction, judgment, declaration, notice or demand issued thereunder.

(b) The Borrower shall make best efforts to prevent the imposition of any liens or encumbrances against the Project for the costs of any response, removal or remedial action or cleanup of Hazardous Materials.

(c) The Borrower covenants and agrees that it will not knowingly conduct or allow to be conducted any business, operations or activity on the Project, or employ or use the Project to manufacture, treat, store (except with respect to storage in the ordinary operation of the Project), or dispose of any Hazardous Materials (including, without limitation, petroleum, its derivatives, crude oil or any fraction thereof), or any other substance the disposal of which is prohibited, controlled or regulated under applicable law, or which poses a threat or nuisance to safety, health or the environment, including, without limitation, any business, operation or activity which would bring the Project within the ambit of, or otherwise violate, the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. Section 6901 et seq., or cause or knowingly allow to be caused,

a release or threat of release, of a nondiminimis quantity of hazardous substances on the Project as defined by, and within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. Section 9601 et seq., or any similar state, county, regional or local statute providing for financial responsibility for cleanup for the release or threatened release of substances provided for thereunder.

(d) The Borrower covenants and agrees that it shall take all appropriate response action, including any removal and remedial action, in the event of a release, emission, discharge or disposal of Hazardous Materials in, on, under or about the Project for which the Borrower is liable under state, federal or local environmental rules or regulations.

(e) The Borrower shall, as soon as practical and in any event within 15 days, notify the Governmental Lender and the Bank of any notice, letter, citation, order, warning, complaint, claim or demand that (i) the Borrower or any tenant has violated, or is about to violate, any federal, state, regional, county or local environmental, health or safety statute, law, rule, regulation, ordinance, judgment or order; (ii) there has been a release, or there is a threat of release, of Hazardous Materials (including, without limitation, petroleum, its derivatives, crude oil or any fraction thereof) from the Project; (iii) the Borrower or any tenant may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials (including, without limitation, petroleum, its derivatives, crude oil or any fraction thereof); or (iv) the Project is subject to a lien in favor of any governmental entity in respect of any environmental law, rule or regulation arising from or costs incurred by such governmental entity in response to a release of Hazardous Materials (including, without limitation, petroleum, its derivatives, crude oil or any fraction thereof).

(f) During the period in which the Borrower Loan Agreement is in effect, the Borrower hereby grants, and will cause any tenants to grant, to the Governmental Lender and the Bank, their respective agents, attorneys, employees, consultants and contractors an irrevocable license and authorization upon reasonable notice of not less than 24 hours and during normal business hours to enter upon and inspect the Project and perform such tests, including, without limitation, subsurface testing, soils and ground water testing, and other tests which may physically invade the Project, as the Governmental Lender or the Bank, in its respective reasonable discretion, determines are necessary to protect the lien created by the Deed of Trust. The Governmental Lender and the Bank and their officers, employees and agents shall indemnify and hold harmless the Borrower, its partners, employees and agents from any and all claims for damages to persons or property arising from any activity of the Governmental Lender, the Bank, their employees, officers, agents, representatives, contractors, subcontractors or consultants on the Property. The provisions of this Section 2.4 shall be for the full and equal benefit of the Governmental Lender, and of the Bank as assignee of the Governmental Lender under the Assignment Agreement.

(g) The Borrower agrees to protect, defend, hold harmless and indemnify the Governmental Lender and the Bank for, from, against and in respect of any and all claims, losses, liabilities, damages (whether special, consequential or otherwise), settlements, penalties, interest and expenses (including any professional fees and expenses) which may be suffered or incurred by it relating to, arising out of or resulting from or by reason of any and all present or future liabilities or obligations under any current federal, state or local law (including common law), and regulations, orders and decrees relating to pollution control, environmental protection, health, welfare, public safety, personal injury, property damage or any other type of claim relating to the Project, with respect to: (i) the handling, storage, use, transportation or disposal of any Hazardous Materials by the Borrower in or from the Project; (ii) the handling, storage, use, transportation or disposal (whether or not known to the Borrower) of any

Hazardous Materials, which Hazardous Materials were products, byproducts or otherwise resulted from operations conducted on the Project; or (iii) any intentional or unintentional emission, discharge or release (whether or not known to the Borrower) of any Hazardous Materials into or upon the air, surface water, ground water or land or any manufacturing, processing, distribution, use, treatment, disposal, transport or handling of such Hazardous Materials. This paragraph shall not obligate the Borrower with respect to any acts or omissions of any entity to whom the Project or any portion thereof is sold or transferred in accordance with the provisions of Section 12 of the Regulatory Agreement, or which are attributable to the willful misconduct of the Governmental Lender or the Bank or their agents or assigns.

### ARTICLE III

#### THE BORROWER LOAN

**Section 3.1. Closing of the Borrower Loan.** The closing of the Borrower Loan shall not occur until the following conditions are met:

(a) the Governmental Lender shall have received an original executed counterpart of this Borrower Loan Agreement, the Regulatory Agreement, the Borrower Assignments, the Disbursement Agreement, the Continuing Covenant Agreement and the Deed of Trust, and a copy of the Borrower Note (the original of the Borrower Note to be endorsed by the Governmental Lender to the Bank without recourse, and is to be delivered to the Bank), as well as evidence satisfactory to the Governmental Lender and the Bank of (i) the recordation of the Regulatory Agreement, the Assignment Agreement and the Deed of Trust (the "Recording Documents") in the official records of the County Recorder of the County, which may be by telephonic notice from a title company, or (ii) an insured lien in the form of gap coverage from a title company, together with escrow instructions providing for the recording of the Recording Documents in the official records of the County Recorder of the County after the Closing Date;

(b) no Event of Default nor any event which with the passage of time and/or the giving of notice would constitute an Event of Default under this Borrower Loan Agreement shall have occurred as evidenced by a certificate received from the Borrower;

(c) the conditions to the Initial Disbursement set forth in the Disbursement Agreement and the Continuing Covenant Agreement have been satisfied in full;

(d) the Bank shall have received the original Governmental Lender Note, executed by the Governmental Lender;

(e) the Bank shall have received a certified copy of the resolution of the Governmental Lender authorizing the issuance of the Governmental Lender Note;

(f) the Bank shall have received an opinion of Tax Counsel in a form reasonably acceptable to the Bank with respect to the enforceability against the Governmental Lender of the Loan Documents to which the Governmental Lender is a party and as to the tax-exempt nature of the interest on the Governmental Lender Note;

(g) the delivery to escrow of all amounts required to be paid in connection with the Governmental Lender Loan and the Borrower Loan on the Closing Date, including amounts related to the underlying real estate transaction to be paid on the Closing Date;

(h) the receipt by the Governmental Lender of the Required Transferee Representations executed by the Bank in the form set forth in Exhibit B to the Bank Loan Agreement;

(i) all legal matters incident to the transactions contemplated by this Borrower Loan Agreement shall be concluded to the reasonable satisfaction of the counsel to the Governmental Lender and counsel to the Bank;

(j) the Governmental Lender and the Bank shall have received an opinion of counsel to the Borrower addressed to the Governmental Lender and the Bank to the effect that the Loan Documents to which the Borrower is a party are valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their terms, subject to such exceptions and qualifications as are acceptable to the Governmental Lender and the Bank; and

(k) the Bank and the Governmental Lender shall have received such other documents or opinions as the Bank or the Governmental Lender may reasonably require.

**Section 3.2. Commitment to Execute the Borrower Note.** The Borrower agrees to execute and deliver the Borrower Note and the Deed of Trust simultaneously with the execution of this Borrower Loan Agreement.

**Section 3.3. Amount and Source of Loan.** The Governmental Lender hereby makes to the Borrower and agrees to fund, and the Borrower hereby accepts from the Governmental Lender, upon the terms and conditions set forth herein, the Borrower Loan and agrees to have the proceeds of the Borrower Loan applied and disbursed in accordance with the provisions of this Borrower Loan Agreement.

**Section 3.4. Disbursement of Borrower Loan Proceeds.** (a) The Governmental Lender hereby authorizes and directs the funding and disbursement of the Initial Disbursement on the Closing Date, subject to the condition that (i) the Regulatory Agreement and the Deed of Trust shall have been executed and signed by the Borrower and duly recorded in the office records of the County Recorder of the County, and (ii) the Borrower has complied with the conditions to the initial funding set forth in the Disbursement Agreement and the Continuing Covenant Agreement, and has satisfied the conditions to the closing of the Borrower Loan in Section 3.1 of this Borrower Loan Agreement. The Borrower hereby authorizes the Governmental Lender to disburse on the date of execution and delivery of the Borrower Note the amount representing the Initial Disbursement to North American Title Company, to be used to pay costs identified in the instructions to North American Title Company delivered in connection with the recordation of the Deed of Trust and the Regulatory Agreement.

(b) The Governmental Lender hereby authorizes and directs the funding and disbursement of the remaining principal amount of the Borrower Loan (not referenced in Section 3.4(a) above), subject to the conditions set forth in the Disbursement Agreement and the Continuing Covenant Agreement. Any disbursement of the remaining principal amount of the Borrower Loan shall be used to pay Project Costs and shall not cause the Borrower to violate its covenant in Section 2.2(q) of this Borrower Loan Agreement. No further disbursements of the Borrower Loan shall be made after the date which is three (3) years after the Closing Date.

(c) The Borrower has advised the Governmental Lender of the Borrower's intent that the proceeds of the Governmental Lender Note be used exclusively to pay the Project Costs which are includable in the aggregate basis of the buildings and related land constituting the Project (the "Allowable Costs"), in order to comply with Section 42(h)(4)(B) of the Internal Revenue

Code of 1986, as amended. The Borrower, in submitting requests for disbursement of the Borrower Loan under the Disbursement Agreement, shall maintain such accounting and other records as shall be necessary to carry out the Borrower's intent with respect to tracing the use of the Governmental Lender Loan proceeds, and the Governmental Lender shall have no responsibility whatsoever with respect thereto. The Borrower hereby covenants that each request for a disbursement of the Borrower Loan will identify the respective amounts of proceeds of the Governmental Lender Loan and the other sources of funds comprising each respective disbursement, and shall represent that proceeds of the amount requested will only be expended for Allowable Costs or will be deposited in a specially designated account which can be used only to pay Allowable Costs, and that the proceeds of any other sources of funds will be deposited into another, separate account.

## ARTICLE IV

### LIMITED LIABILITY

**Section 4.1. Limited Liability.** All obligations and any liability of the Governmental Lender incurred hereunder shall be limited, special obligations of the Governmental Lender, payable solely and only from amounts received from the Bank pursuant to the Bank Loan Agreement. All obligations and any liability of the Governmental Lender shall be further limited as provided in Sections 4.1, 5.2 and 6.14 of the Bank Loan Agreement.

Neither the Governmental Lender nor its supervisors, officers, directors, agents or employees or their successors and assigns shall be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under, by reason of or in connection with this Borrower Loan Agreement or any of the other Loan Documents, except only to the extent amounts are received for the payment thereof from the Borrower under this Borrower Loan Agreement.

The Borrower hereby acknowledges that the Governmental Lender's sole source of moneys to repay the Governmental Lender Note will be provided by the Security, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or prepayment price) and interest on the Governmental Lender Note as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Bank the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or prepayment price) or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Bank, the Borrower, the Governmental Lender or any third party, subject to any right of reimbursement from the Bank, the Governmental Lender or any such third party, as the case may be, therefor but solely, in the case of the Governmental Lender, from the Security, other than with respect to any deficiency caused by the willful misconduct of the Governmental Lender.

## ARTICLE V

### REPAYMENT OF THE BORROWER LOAN

**Section 5.1. Borrower Loan Repayment.** (a) The Borrower Loan shall be evidenced by the Borrower Note which shall be executed by the Borrower in the form attached hereto as Exhibit A. The Borrower agrees to pay to the Bank, as agent of the Governmental Lender under the Assignment Agreement, principal of and interest on the Borrower Loan at the times, in the manner, in the amount and at the rate of interest provided in the Borrower Note and this Borrower Loan Agreement.

(b) The Borrower further agrees to pay all taxes and assessments, general or special, including, without limitation, all ad valorem taxes, concerning or in any way related to the Project, or any part thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments with respect thereto; provided, however, that the Borrower reserves the right to contest in good faith the legality of any tax or governmental charge concerning or in any way related to the Project. In addition, the Borrower agrees to pay any loan fee, processing fee and all title, escrow, recording and closing costs and expenses (including legal fees), any appraisal costs and all other reasonable fees and costs associated with or required in connection with the Governmental Lender Note, the Regulatory Agreement and Bank Loan Agreement; including but not limited to any such amounts described in Section 5.1(c) of the Bank Loan Agreement.

(c) The Borrower hereby acknowledges and consents to the assignment by the Governmental Lender to the Bank of its rights under this Borrower Loan Agreement (excepting only the Governmental Lender's rights under Section 6.7 hereof; and its retained rights under Sections 2.3, 2.4, 5.1(b), 5.1(d), 7.4, 8.7, 8.12 and 8.13 hereunder, together with its rights to receive notice and consent to amendments pursuant to the Loan Documents to which it is a party), and the appointment of the Bank as agent of the Governmental Lender to collect the payments on the Borrower Loan, all as set forth in the Assignment Agreement.

(d) In addition to such payments as provided in this Section 5.1, the Borrower shall also pay to the Governmental Lender or the Bank, as the case may be, "Additional Payments," as follows:

(i) All taxes and assessments of any type or character charged to the Governmental Lender or the Bank affecting the amount available to the Governmental Lender or the Bank from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Bank and taxes based upon or measured by the net income of the Bank; provided, however, that the Borrower shall have the right to protest any such taxes or assessments and to require the Governmental Lender or the Bank, at the Borrower's expense, to protest and contest any such taxes or assessments levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Governmental Lender or the Bank;

(ii) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Bank or the Governmental Lender to prepare audits, financial statements, reports, opinions or provide such other services required under the Bank Loan Documents; and

(iii) The Governmental Lender Issuance Fee, the Governmental Lender Annual Fee and the reasonable fees and expenses of the Governmental Lender or any agent or attorney selected by the Governmental Lender to act on its behalf in connection with the Bank Loan Documents or the Loan Documents, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Governmental Lender Note or in connection with any litigation, investigation or other proceeding which may at any time be instituted involving this Borrower Loan Agreement, the Bank Loan Documents or the Loan Documents or any of

the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the Bank Loan Documents and the Loan Documents.

(iv) Any amounts due and payable by the Borrower as arbitrage rebate under Section 148 of the Code, pursuant to Borrower's covenants and agreements with respect thereto in this Borrower Loan Agreement, the Subordinate Borrower Loan Agreement, the Regulatory Agreement and the Tax Certificate.

Such Additional Payments shall be billed to the Borrower by the Governmental Lender from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Governmental Lender for one or more of the above items. After such a demand, amounts so billed shall be paid by the Borrower within thirty (30) days after the date of invoice. Notwithstanding the foregoing, the Governmental Lender shall not be required to submit a bill to the Borrower for payment of the Governmental Lender Issuance Fee, the Governmental Lender Annual Fee or any amounts due with respect to arbitrage rebate under Section 148 of the Code, the calculation and payment for which is the responsibility of the Borrower.

As provided in Section 7(d) of the Regulatory Agreement, the Governmental Lender Issuance Fee and the initial Governmental Lender Annual Fee shall be paid to the Governmental Lender by the Borrower on the Closing Date. Thereafter, the Governmental Lender Annual Fee shall be due and payable by the Borrower in advance on November 1 of each year commencing with the first such date following the Closing Date. The Borrower's obligation to pay the Governmental Lender Issuance Fee and the Governmental Lender Annual Fee shall in no way limit amounts payable by the Borrower to the Governmental Lender under the Bank Loan Documents, including for the enforcement thereof, but the Governmental Lender does agree to apply the Governmental Lender Annual Fee to the payment of any third party administrator appointed by it to administer the Regulatory Agreement to the extent of its fees for ordinary duties as administrator thereunder.

These obligations in this Section 5.1(d) and those in Section 6.7 shall remain valid and in effect notwithstanding repayment of the loan hereunder or termination of this Borrower Loan Agreement or the Bank Loan Agreement.

**Section 5.2. Nature of the Borrower's Obligations.** The Borrower shall repay the Borrower Loan pursuant to the terms of the Borrower Note irrespective of any rights of set-off, recoupment or counterclaim the Borrower might otherwise have against the Governmental Lender, the Bank or any other person. The Borrower will not suspend, discontinue or reduce any such payment or (except as expressly provided herein) terminate this Borrower Loan Agreement for any cause, including, without limiting the generality of the foregoing, (i) any delay or interruption in the construction and operation of the Project; (ii) the failure to obtain any permit, order or action of any kind from any governmental agency relating to the Borrower Loan or the Project; (iii) any event constituting Force Majeure; (iv) any acts or circumstances that may constitute commercial frustration of purpose; (v) any change in the laws of the United States of America, the State or any political subdivision thereof; or (vi) any failure of the Governmental Lender or the Borrower to perform or observe any covenant, whether expressed or implied, or to discharge any duty, liability or obligation arising out of or connected with the Borrower Note; it being the intention of the parties that, as long as the Borrower Note or any portion thereof remains outstanding and unpaid, the obligation of the Borrower to repay the Borrower Loan and provide such moneys shall continue in all events. This Section 5.2 shall not be construed to release the Borrower from any of its obligations hereunder, or, except as provided in this Section 5.2, to prevent or restrict the Borrower from asserting any rights which

it may have against the Governmental Lender under the Borrower Note or the Deed of Trust or under any provision of law or to prevent or restrict the Borrower, at its own cost and expense, from prosecuting or defending any action or proceeding by or against the Governmental Lender or the Bank or taking any other action to protect or secure its rights.

Notwithstanding the foregoing, except for obligations under the Guaranty and the Environmental Indemnity Agreement, neither any general partner nor any limited partner of the Borrower shall be personally liable for the amounts owing under this Borrower Loan Agreement, the Borrower Note or the Deed of Trust; and the Governmental Lender's remedies in the event of a default under the Borrower Loan shall be limited to those remedies set forth in Section 7.3 hereof and the commencement of foreclosure under the Deed of Trust and the exercise of the power of sale or other rights granted thereunder. Notwithstanding the Assignment Agreement, no assignment by the Governmental Lender of its rights hereunder shall preclude the Governmental Lender from proceeding directly against the Borrower in connection with the obligation of the Borrower to indemnify the Governmental Lender under Section 6.7 hereof or Section 9 of the Regulatory Agreement or to make any payment to the Governmental Lender required to be paid by the Borrower pursuant to the provisions of Sections 2.3, 2.4, 5.1(b), 5.1(d), 7.4 or 8.12 hereof. Nothing in this Section 5.2 shall prohibit the Borrower from contesting in good faith any lien (other than the liens of the Deed of Trust).

**Section 5.3. No Encumbrances.** The Borrower shall not create, permit, file or record against the Project without the prior written consent of the Bank and the Governmental Lender any deed of trust lien or other lien, inferior or superior to the lien of the Deed of Trust, other than (i) the Permitted Encumbrances, as defined in the Disbursement Agreement, and grants and loans which are being subordinated concurrently with the making of the Borrower Loan; (ii) the Purchase Option; and (iii) liens for taxes not yet due and payable.

**Section 5.4. Exceptions to Non-Recourse Liability.** Notwithstanding Section 5.2 or any other provision of this Borrower Loan Agreement, the Governmental Lender (and the Bank, as assignee of the Governmental Lender) shall have the right to recover from the Borrower the following:

(a) any loss, damage or cost (including, but not limited to, attorneys' fees) resulting from fraud or intentional misrepresentation by the Borrower or the Borrower's agents or employees in connection with obtaining the Borrower Loan or in complying with any of Borrower's obligations under the Loan Documents;

(b) insurance proceeds, condemnation awards, security deposits from tenants or other sums or payments received by or on behalf of Borrower in its capacity as owner of the Project and not applied in accordance with the provisions of the Continuing Covenant Agreement;

(c) all rents not applied, first, to the payment of the reasonable operating expenses as such operating expenses become due and payable, and then, to the payment of principal and interest then due and payable under this Borrower Loan Agreement, the Borrower Note and any other sums due under the Deed of Trust and all other Loan Documents (including but not limited to deposits or reserves payable under any Loan Document);

(d) transfer fees and charges due under the Deed of Trust;

(e) all rents and profits, and security deposits received by the Borrower after an Event of Default under this Borrower Loan Agreement;

(f) any loss, damage or cost (including, but not limited to attorneys' fees) resulting from the commission of material waste by the Borrower (Or any officer, director or agent of the Borrower or any guarantor or owner of any collateral) or failure by the Borrower to perform its obligations to maintain the Project;

(g) any loss, damage or cost (including, but not limited to, attorneys' fees) resulting from the presence or release of any "Hazardous Materials" (as defined in Section 2.3) on, in or under the Project;

(h) all sums owing by the Borrower under all indemnities contained in this Borrower Loan Agreement or the Regulatory Agreement; and

(i) any loss, damage or cost (including, but not limited to attorneys' fees) resulting from the failure by the Borrower to pay taxes and charges that may become a lien on the Project, to maintain and pay premiums for insurance required pursuant to this Borrower Loan Agreement or the Deed of Trust, or to repay any sums advanced by the Governmental Lender or the Bank for any such purpose.

The exceptions to non-recourse liability contained in this Section 5.4 shall not limit the rights of the Governmental Lender (or the Bank, as assignee of the Governmental Lender) to:

(i) name the Borrower as a party defendant in any action, proceeding or arbitration, subject to the limitations of this Section as to personal liability; or

(ii) assert any unpaid amounts on the Borrower Loan as a defense or offset to or against any claim or cause of action made or alleged against the Governmental Lender or the Bank by the Borrower or any indemnitor with respect to the Borrower Loan; or

(iii) exercise self-help remedies such as set-off or nonjudicial foreclosure against, or sale of, any real or personal property collateral security.

No provision of this Section shall (i) affect any guaranty or similar agreement executed in connection with the debt evidenced by the Borrower Note or this Borrower Loan Agreement, (ii) release or reduce the debt evidenced by the Borrower Note or this Borrower Loan Agreement, (iii) impair the right of the Bank to enforce any provisions of the Deed of Trust or any other collateral security for the repayment of the Borrower Loan, (iv) impair the lien of the Deed of Trust or any other collateral security for the repayment of the Borrower Loan, or (v) impair the right of the Bank to enforce the provisions of any Loan Document other than by collection of amounts owed on the Borrower Note. Nothing herein shall directly or indirectly limit the right of the Bank to collect or recover any collateral from Borrower or any person holding or receiving the same without the written consent of the Bank, including any affiliate who receives the rents and profits assigned to the Bank after the same become payable to the Bank or under circumstances where the same are recoverable by the Bank under applicable law or by contract. Furthermore, nothing in any other provision of the Borrower Note, this Borrower Loan Agreement or the other Loan Documents shall be deemed to limit the Bank's right to enforce collection from Borrower (or any other person liable therefor) of all reasonable attorneys' fees, costs, expenses, indemnity liabilities and other amounts payable to the Bank apart from principal or interest owing under the Borrower Note.

Nothing in this Section 5.4 shall be interpreted to subordinate any obligation or liability of Borrower to the Bank to any operating expenses, and upon an Event of Default the Bank may

apply revenues derived from the Project to any secured or unsecured obligation owing to the Bank, in any order.

## ARTICLE VI

### FURTHER AGREEMENTS

**Section 6.1. Successor to the Governmental Lender.** The Governmental Lender will at all times use its best efforts to maintain the powers, functions, duties and obligations now reposed in it pursuant to law or assure the assumptions of its obligations hereunder by any public trust or political subdivision succeeding to its powers.

**Section 6.2. Borrower Not to Dispose of Assets; Conditions Under Which Exceptions Permitted.** The Borrower agrees that during the term of this Borrower Loan Agreement it will not dispose of all or substantially all of its assets nor consolidate with nor merge into any entity unless (i) the Governmental Lender and the Bank shall consent to the disposition, consolidation or merger, (ii) the acquirer of its assets or the entity with which it shall consolidate or into which it shall merge shall be an individual or a corporation, partnership or other legal entity organized and existing under the laws of the United States of America or one of the states of the United States of America and shall be qualified and admitted to do business in the State; and (iii) such acquiring or remaining entity shall assume in writing all of the obligations of the Borrower under the Loan Documents. The consent of Bank and the Governmental Lender shall not be required for any transfers pursuant to the Partnership Agreement provided that the Borrower and any transferee comply with the requirements set forth in Section 12 of the Regulatory Agreement (other than any requirement in said Section 12 for the consent of the Governmental Lender or the Bank) and that they comply with any applicable requirements of the Continuing Covenant Agreement.

**Section 6.3. Cooperation in Enforcement of Regulatory Agreement.** The Borrower hereby covenants and agrees as follows:

- (a) to comply with all provisions of the Regulatory Agreement;
- (b) to advise the Governmental Lender and the Bank in writing promptly upon learning of any default with respect to the covenants, obligations and agreements of the Borrower set forth in the Regulatory Agreement;
- (c) upon written direction by the Governmental Lender, to cooperate fully and promptly with the Governmental Lender in enforcing the terms and provisions of the Regulatory Agreement; and
- (d) to file in accordance with the time limits established by the Regulatory Agreement all reports and certificates required thereunder, and the Certification to the Secretary of the Treasury required by Section 4(f) of the Regulatory Agreement.

The Governmental Lender shall not incur any liability in the event of any breach or violation of the Regulatory Agreement by the Borrower, and the Borrower agrees to indemnify the Governmental Lender from any claim or liability for such breach pursuant to Section 6.7 hereof and Section 9 of the Regulatory Agreement.

**Section 6.4. Additional Instruments.** The Borrower hereby covenants to execute and deliver such additional instruments and to perform such additional acts as may be necessary, in the opinion of the Governmental Lender, to carry out the intent of the Loan Documents or to

perfect or give further assurances of any of the rights granted or provided for in the Borrower Loan, the Deed of Trust and the Borrower Note, provided, however, that no such additional instruments or acts shall change the economic terms of the transactions described herein or expand the liability of the parties hereunder.

**Section 6.5. Books and Records.** The Borrower hereby covenants to permit the Governmental Lender and the Bank or their duly authorized representatives access during normal business hours and upon reasonable notice to the books and records of the Borrower pertaining to the Borrower Loan and the Project, and to make such books and records available for audit and inspection, at reasonable times and under reasonable conditions to the Governmental Lender, the Bank and their duly authorized representatives and at the sole expense of the Borrower.

**Section 6.6. Notice of Certain Events.** The Borrower hereby covenants to advise the Governmental Lender and the Bank promptly in writing of the occurrence of any Event of Default hereunder or any event which, with the passage of time or service of notice, or both, would constitute an Event of Default hereunder, specifying the nature and period of existence of such event and the actions being taken or proposed to be taken with respect thereto. In addition, the Borrower hereby covenants to advise the Governmental Lender and the Bank promptly in writing of the occurrence of any Act of Bankruptcy.

**Section 6.7. Indemnification of the Governmental Lender and Bank.** (a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend (by counsel approved by the indemnitee in its reasonable discretion) the Governmental Lender, the Administrator (as defined in the Regulatory Agreement), if not the same as the Governmental Lender and the Bank and each of their respective officers, supervisors, directors, officials, employees, attorneys and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject arising out of or based upon or in any way relating to:

(i) the Loan Documents or the execution or amendment thereof or in connection with transactions contemplated thereby, including the issuance and sale of the Governmental Lender Note;

(ii) any act or omission of the Borrower (or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan or the Project, the construction and operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition or construction of the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Governmental Lender and/or the Bank hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Governmental Lender or the Bank in respect of any portion of the Project;

(iv) any violation of any environmental law, rule or regulation, including any Hazardous Substances Laws with respect to, or the release of any hazardous materials from, the Project or any part thereof;

(v) the payment or prepayment, in whole or in part, of the Borrower Note;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower contained in any closing certificate or disclosure document for the Borrower Note or any of the documents relating to the Borrower Loan to which the Borrower is a party, or any omission or alleged omission from any disclosure document for the Borrower Loan of any material fact necessary to be stated therein in order to make the statements made therein by the Borrower, in the light of the circumstances under which they were made, not misleading;

(vii) any declaration of taxability of interest on the Governmental Lender Note, or allegations (or regulatory inquiry) that interest on the Governmental Lender Note is taxable, for State or federal tax purposes; and

(viii) the Bank's acceptance of the assignment under the Assignment Agreement or administration of any of the Loan Documents, or the exercise or performance of any of its powers or duties thereunder or under any of the Loan Documents to which it is a party;

except (A) in the case of the foregoing indemnification of the Bank or any of its respective officers, governing members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party, or (B) in the case of the foregoing indemnification of the Governmental Lender or any of its respective officers, supervisors, officials, employees, attorneys and agents, to the extent such damages are caused by the willful misconduct of such Indemnified Party; and provided that this Section 6.7(a) is not intended to give rise to a right of the Governmental Lender or the Bank to claim payment of the principal and accrued interest with respect to the Borrower Loan as a result of an indemnified third party claim. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Borrower Loan Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Bank and the Governmental Lender have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

(b) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses pursuant to Sections 5.1 and 7.4 hereof shall survive the final payment or defeasance of the Governmental Lender Note and the Borrower Note. The provisions of this Section shall survive the termination of this Borrower Loan Agreement.

(c) In the event of any conflict between the provisions of this Section 6.7 and the provisions of Section 9 of the Regulatory Agreement, the provisions providing the most benefit and protection to the Indemnified Parties shall prevail. The provisions of this Section 6.7 shall in no way limit the indemnities set forth in the Deed of Trust and the Continuing Covenant Agreement.

**Section 6.8. Consent to Assignment.** The Governmental Lender has made an assignment to the Bank of all rights and interest of the Governmental Lender in and to this Borrower Loan Agreement (except the Governmental Lender's rights under Section 6.7 hereof and its retained rights under Sections 2.3, 2.4, 5.1(b), 5.1(d), 7.4, 8.7, 8.12 and 8.13 hereof, together with its rights to receive notice and consent to amendments pursuant to the Loan Documents), the Borrower Note and the Deed of Trust and has appointed the Bank as its agent to collect the payments by the Borrower on the Borrower Loan; and the Borrower hereby consents to all such assignments and such appointment.

**Section 6.9. Compliance with Usury Laws.** Notwithstanding any other provision of this Borrower Loan Agreement, it is agreed and understood that in no event shall this Borrower Loan Agreement, with respect to the Borrower Note or other instrument of indebtedness, be construed as requiring the Borrower or any other person to pay interest and other costs or considerations that constitute interest under any applicable law which are contracted for, charged or received pursuant to this Borrower Loan Agreement in an amount in excess of the maximum amount of interest allowed under any applicable law.

In the event of any acceleration of the payment of the principal amount of the Borrower Note or other evidence of indebtedness, that portion of any interest payment in excess of the maximum legal rate of interest, if any, provided for in this Borrower Loan Agreement or related documents shall be cancelled automatically as of the date of such acceleration, or if theretofore paid, credited to the principal amount.

The provisions of this Section prevail over any other provision of this Borrower Loan Agreement.

**Section 6.10. Title to the Project.** The Borrower shall concurrently with the closing of the Borrower Loan have a fee interest in the site on which the Project is located free and clear of any lien or encumbrance except for (i) liens for nondelinquent assessments and taxes not yet due or which are being contested in good faith by appropriate proceedings; (ii) the Deed of Trust; (iii) Permitted Encumbrances (as defined in the Disbursement Agreement); and (iv) any other encumbrances approved by the Bank. Concurrently with the closing of the Borrower Loan, the Borrower shall cause to be delivered to the Bank one or more title policies, naming the Bank as the insured, as its interests may appear with endorsements specified in the Bank's escrow instructions, as required by the Bank.

**Section 6.11. Payment of Taxes.** The Borrower has filed or caused to be filed all federal, state and local tax returns or information returns which are required to be filed with respect to the Project and of which Borrower has knowledge, and has paid or caused to be paid all taxes as shown on said returns or on any assessment received by it, to the extent that such taxes have become due and payable other than those payable without penalty or interest.

**Section 6.12. No Untrue Statements.** Neither this Borrower Loan Agreement nor any other document, certificate or statement furnished to the Governmental Lender or the Bank by or on behalf of the Borrower, contains to the best of the Borrower's knowledge any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading or incomplete as of the date hereof. It

is specifically understood by Borrower that all such statements, representations and warranties shall be deemed to have been relied upon by the Governmental Lender as an inducement to make the Borrower Loan, and by the Bank as an inducement to make the Governmental Lender Loan, and that if any such statements, representations and warranties were materially incorrect at the time they were made, the Governmental Lender may consider any such misrepresentation or breach an Event of Default.

**Section 6.13. Insurance.** The Borrower shall provide policies of property damage (fire, extended coverage, vandalism and malicious mischief), loss of rent, public liability and worker's compensation insurance with respect to the Project and the operation thereof as more fully described in the Continuing Covenant Agreement and the Deed of Trust.

**Section 6.14. Tax-Exempt Status of the Governmental Lender Note.**

(a) It is the intention of the Governmental Lender and the Borrower that interest on the Governmental Lender Note shall be and remain excludable from the gross income of the owner of the Governmental Lender Note for federal income taxation purposes, and to that end the covenants and agreements of the Borrower in this Section 6.14 are for the benefit of the Bank and the Governmental Lender.

(b) The Borrower covenants and agrees that it will not knowingly and willingly use or permit the use of any of the funds provided by the Governmental Lender hereunder or any other funds of the Borrower, directly or indirectly, in such manner as would, or enter into, or allow any "related person" (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the Governmental Lender Note or the Funding Loan Note that would, or take or omit to take any other action that would cause the Governmental Lender Note or the Funding Loan Note to be an "arbitrage bond" within the meaning of Section 148 of the Code or "federally guaranteed" within the meaning of Section 149(b) of the Code and applicable regulations promulgated from time to time thereunder.

(c) In the event that at any time the Borrower is of the opinion or becomes otherwise aware that for purposes of this Section 6.14 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Bank or the Funding Lender (as defined in the Funding Loan Agreement), the Borrower shall determine the limitations and so instruct the Bank and the Funding Lender in writing and cause the Bank or the Funding Lender, as applicable, to comply with those limitations.

(d) The Borrower will take such action (or actions) as may be reasonably necessary in the opinion of Tax Counsel, or of which it otherwise becomes aware, to fully comply with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service under Section 142 or Section 148 of the Code which are applicable to the Governmental Obligations.

(e) The Borrower further agrees that it shall not discriminate on the basis of race, creed, color, sex, sexual preference, source of income (e.g. AFDC, SSI), physical disability, national origin or marital status in the lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project, to the extent required by applicable State or federal law.

(f) The Borrower further warrants and covenants that it has not executed and will not execute any other agreement, or any amendment or supplement to any other agreement, with provisions contradictory to, or in opposition to, the provisions of this Borrower Loan Agreement

and of the Regulatory Agreement, and that in any event, the requirements of this Borrower Loan Agreement and the Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith and therewith.

(g) The Borrower shall not purchase, and shall use its best efforts to prevent any Guarantor from purchasing, pursuant to an arrangement, formal or informal, the Governmental Lender Note or any interest therein or the Funding Loan Note or any interest therein.

(h) The Borrower will use due diligence to complete the construction of the Project and reasonably expects to fully expend the full authorized principal of the Borrower Loan within three years of the date of execution of this Borrower Loan Agreement.

(i) The Borrower will take such action or actions as necessary to ensure compliance with the Tax Certificate and Sections 2.2(j), (n), (p), (r) and (s) hereof.

(j) The Borrower will make timely payment of any rebate amount due to the federal government by reason of any investment of the proceeds of the Borrower Note or the proceeds of the loan made to the Borrower under the Subordinate Borrower Loan Agreement, or any moneys pledged to the repayment of the Borrower Note, of the loan made to the Borrower under the Subordinate Borrower Loan Agreement or either of the Governmental Obligations, at a yield in excess of the yield on the Governmental Obligations, or otherwise as required under the Code.

(k) The Borrower has retained or shall retain the services of a qualified rebate analyst to perform any and all calculations required to demonstrate compliance with its covenants herein with respect to the requirements of Section 148 of the Code as applicable to the Governmental Obligations.

(l) In furtherance of the covenants in this Section 6.14, the Borrower shall execute, deliver and comply with the provisions of the Tax Certificate, which are by this reference incorporated into this Borrower Loan Agreement and made a part of this Borrower Loan Agreement as if set forth in this Borrower Loan Agreement in full. In the event of conflict between the terms of this Borrower Loan Agreement and the Tax Certificate, the terms of the Tax Certificate shall control.

**Section 6.15. Regulatory Agreement.** In order to maintain the exclusion from gross income under federal tax law of interest on the Governmental Lender Note and to assure compliance with the laws of the State and the Act, the Borrower hereby agrees that it shall, concurrently with or before the execution and delivery of the Governmental Lender Note, execute and deliver and cause to be recorded the Regulatory Agreement.

The Borrower shall comply with every term of the Regulatory Agreement, subject to all applicable notice and cure periods, and the Borrower hereby acknowledges that in the event of a default under the Regulatory Agreement, the Borrower Loan may be accelerated. The Borrower agrees to cause any amendments to the Regulatory Agreement to be recorded in the appropriate official public records. The books and records of the Borrower pertaining to the incomes of the Low-Income Tenants residing in the Project shall be open to inspection by any authorized representative of the Governmental Lender and the Bank.

**Section 6.16. Useful Life.** The Borrower hereby represents and warrants that, within the meaning of Section 147(a)(14) of the Code, the average maturity of the Governmental Obligations does not exceed 120 percent of the average reasonably expected economic life of the facilities being financed with the proceeds of the Governmental Obligations.

**Section 6.17. Federal Guarantee Prohibition.** The Borrower shall take no action, nor permit nor suffer any action to be taken if the result of the same would be to cause the Governmental Lender Note or the Funding Loan Note to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

**Section 6.18. Prohibited Facilities.** The Borrower represents and warrants that no portion of the proceeds of the Governmental Obligations shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises, and no portion of the proceeds of the Borrower Loan shall be used for an office unless (i) the office is located on the premises of the facilities constituting the Project and (ii) not more than a de minimus amount of the functions to be performed at such office is not related to the day-to-day operations of the Project.

**Section 6.19. Election of Applicable Income Limit.** The Governmental Lender hereby elects to have the Project meet the requirements of Section 142(d)(1)(B) of the Code in that forty percent (40%) or more of the residential units in the Project shall be occupied by persons or families whose Gross Income is sixty percent (60%) or less of median income for the Area, adjusted for household size.

**Section 6.20. Continuing Covenant Agreement.** The Borrower agrees to comply with all of the covenants and agreements set forth in the Continuing Covenant Agreement.

**Section 6.21. Removal of General Partner.** Notwithstanding anything to the contrary contained in the Loan Documents, removal, or withdrawal in lieu of removal, of the Borrower’s general partner(s) for cause in accordance with the Borrower’s Partnership Agreement as in effect from time to time, and which comply with the applicable requirements of the Continuing Covenant Agreement, shall not require the consent of the Governmental Lender or the Bank and shall not constitute a default under any of the Loan Documents or accelerate the maturity of the Borrower Loan. If such general partner is removed, or withdraws in lieu of removal, the Bank shall not unreasonably withhold its consent (no consent of the Governmental Lender being needed in any event) to the admission of a substitute general partner; provided that if the Equity Investor designates itself, or an affiliate of the Equity Investor or of the Governmental Lender, as the substitute general partner, the Bank’s consent to the admission of such substitute general partner shall not be required. Any amendment to the Partnership Agreement to effectuate such removal and/or withdrawal and such admission of the substitute general partner shall not require consent of the Governmental Lender or the Bank.

**Section 6.22. Assignment of Equity Investor Interests.** Notwithstanding anything to the contrary contained in the Loan Documents, the respective interests of any Equity Investor of the Borrower shall be freely transferable and any amendment to the Partnership Agreement to effectuate such transfers shall not require consent of the Governmental Lender or the Bank.

**Section 6.23. Insurance and Condemnation Proceeds.** Notwithstanding anything to the contrary contained in the Loan Documents, in the event of any fire or other casualty to the Project or any portion thereof or eminent domain proceedings resulting in condemnation of the Project or any portion thereof, the Borrower shall have the right to rebuild the respective portion of the Project, and to use all available insurance or condemnation proceeds therefor, provided that (a) such proceeds are sufficient to keep the Borrower Loan in balance and rebuild the respective portion of the Project in a manner that provides adequate security to the Governmental Lender (as determined by the Bank) for repayment of the Borrower Loan, or if such proceeds are insufficient, then the Borrower shall have funded any deficiency, (b) the Bank shall have the right to approve plans and specifications for any major rebuilding and the right

to approve disbursements of insurance or condemnation proceeds for rebuilding under a construction escrow or similar arrangement, and (c) no continuing material default then exists by the Borrower under the Loan Documents. If the casualty or condemnation affects only part of the Project and total rebuilding is infeasible, then proceeds may be used for partial rebuilding and partial repayment of the Borrower Loan in a manner that provides adequate security to the Governmental Lender (as determined by the Bank) for repayment of the remaining balance of the Borrower Loan.

**Section 6.24. Purchase Option/First Refusal Right.** Notwithstanding anything to the contrary contained in the Loan Documents, the exercise of the Purchase Option or any right of first refusal provided for in the Partnership Agreement (a "First Refusal Right") shall not constitute a default under the Loan Documents or accelerate the maturity of the Borrower Loan thereunder. The exercise of the Purchase Option or First Refusal Right and any rights related to either thereof shall not constitute a default or accelerate the maturity of the Borrower Loan.

## ARTICLE VII

### EVENTS OF DEFAULT AND REMEDIES

**Section 7.1. Events of Default.** Each of the following shall be an "Event of Default":

(a) The Borrower shall fail to pay when due the amounts required to be paid under this Borrower Loan Agreement, the Continuing Covenant Agreement, the Deed of Trust, the Borrower Assignments or the Borrower Note when the same shall become due and payable in accordance with the terms of this Borrower Loan Agreement or the Borrower Note, including a failure to repay any amounts which have been previously paid but are recovered, attached or enjoined pursuant to any insolvency, receivership, liquidation or similar proceedings; or

(b) The Borrower shall fail to perform or observe any of its covenants or agreements contained in this Borrower Loan Agreement, the Regulatory Agreement, the Borrower Note, the Disbursement Agreement, the Continuing Covenant Agreement or the Deed of Trust, other than as specified in paragraph (a) above, and such failure shall continue during and after the period specified in Section 7.2; or

(c) Any representation or warranty of the Borrower hereunder shall be determined by the Bank or the Governmental Lender to have been false or misleading in any material respect when made; or

(d) If there is, in the reasonable determination of the Bank, any material or adverse change in the financial condition of the Borrower affecting the Borrower's ability to repay the Borrower Loan or a filing of a complaint for receivership against the Borrower, or an Act of Bankruptcy, or if the Borrower becomes insolvent or makes a general assignment for the benefit of creditors or consents to the appointment of a receiver of all or any of its assets, or voluntarily suspends its usual business; or

(e) [Reserved];

(f) This Borrower Loan Agreement or any of the other Loan Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason; or

(g) Any of the preceding events occurs with respect to any general partner of the Borrower unless such general partner is replaced in accordance with the Partnership Agreement and the Continuing Covenant Agreement within the period provided in Section 7.2(b) below; or

(h) The resignation or expulsion of the general partner of the Borrower, unless the general partner is replaced in accordance with the Partnership Agreement within the period provided in Section 7.2(b) below; or

(i) Prior to the completion of construction of the Project, the construction of the Project is abandoned or work thereon ceases for a period of more than thirty (30) consecutive days for any reason except delays caused by Force Majeure, or the construction of the Project is not completed prior to the Completion Date (as defined in the Disbursement Agreement) unless such date has been extended with the written approval of the Bank, regardless of the reason for the delay except delays caused by Force Majeure; or

(j) Other than as permitted by the Loan Documents, any sale, transfer, hypothecation, assignment or conveyance of the Project or any portion thereof or interest therein by the Borrower except in accordance with the requirements set forth in the Regulatory Agreement; or

(k) All or any material portion of the Project is condemned, seized, or appropriated without compensation, and the Borrower does not within thirty (30) days after such condemnation, seizure, or appropriation, initiate and diligently prosecute appropriate action to contest in good faith the validity of such condemnation, seizure, or appropriation;

(l) The commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Borrower Loan, including a garnishment of any of the Borrower's accounts, including deposit accounts, with the Bank; however, this Event of Default shall not apply if there is a good faith dispute by the Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if the Borrower gives the Bank written notice of the creditor or forfeiture proceeding and deposits with the Bank monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by the Bank, in its sole discretion, as being an adequate reserve or bond for the dispute; or

(m) a material adverse change occurs in the Borrower's financial condition, or the Bank believes the prospect of payment or performance of the Borrower Loan is impaired.

**Section 7.2. Notice of Default; Opportunity to Cure.** If the Borrower has not been given notice of a similar default within the past twelve (12) months, a default described in any of Sections 7.1(b), (c), (e), (g), (h), (i), (j), (k), (l) or (m) hereof shall not constitute an Event of Default until:

(a) The Governmental Lender or the Bank, by registered or certified mail, shall give notice to the Borrower of such default specifying the same and stating that such notice is a "Notice of Default"; and

(b) The Borrower shall have had 30 days after receipt of such notice to correct the default and shall not have corrected it; provided, however, that if the default stated in

the notice is of such a nature that it cannot be corrected within 30 days, such default shall not constitute an Event of Default hereunder so long as (i) the Borrower institutes corrective action within said 30 days and diligently pursues such action until the default is corrected, but in no event later than 60 days after the occurrence of such Event of Default, and (ii) in the opinion of Tax Counsel to the Governmental Lender, the failure to cure said default within 30 days will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Note.

Notwithstanding anything to the contrary contained in the Loan Documents, if a monetary default or event of default occurs under the terms of any of the Loan Documents, prior to exercising any remedies thereunder, the Governmental Lender or the Bank shall give the Borrower and the Equity Investor of the Borrower under its Partnership Agreement simultaneous written notice of such default. The Borrower shall have a period of ten (10) days after receipt of such notice, or such longer period of time as may be set forth in the applicable Loan Documents, to cure the default prior to exercise of remedies by the Governmental Lender under the Loan Documents.

Notwithstanding anything to the contrary contained in the Loan Documents, the Governmental Lender and the Bank hereby agree that any cure of any default made or tendered by the one or more of the Borrower's limited partners shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

**Section 7.3. Remedies.** Whenever any Event of Default under Section 7.1 hereof shall have happened and be continuing, the Governmental Lender and the Bank may take whatever remedial steps as may be allowed under the law, this Borrower Loan Agreement and the other Loan Documents.

**Section 7.4. Attorneys' Fees and Expenses.** If an Event of Default occurs and if the Governmental Lender or the Bank should employ attorneys or incur expenses for the enforcement of any obligation or agreement of the Borrower contained herein, the Borrower on demand will pay to the Governmental Lender and/or the Bank the reasonable fees of such attorneys and the reasonable expenses so incurred, including court appeals.

**Section 7.5. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Governmental Lender or the Bank is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Borrower Loan Agreement or now or hereafter existing at law or in equity or by statute; provided, that the remedies are subject to the provisions of Section 5.2 of this Borrower Loan Agreement. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Governmental Lender or the Bank to exercise any remedy reserved to either of them in this Article VII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Governmental Lender hereunder shall also extend to the Bank, as assignee of the Governmental Lender's interests in the Borrower Note, the Deed of Trust and this Borrower Loan Agreement, and the Bank, as assignee of the Governmental Lender's interests in the Borrower Note, the Deed of Trust and this Borrower Loan Agreement shall be deemed a third party beneficiary of all covenants and agreements herein contained.

**Section 7.6. No Additional Waiver Implied by One Waiver.** In the event any agreement or covenant contained in this Borrower Loan Agreement should be breached by the Borrower

and thereafter waived by the Governmental Lender, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder including any other breach of the same agreement or covenant.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.1. Entire Agreement.** This Borrower Loan Agreement, the Borrower Note, the Regulatory Agreement, the Deed of Trust and the other Loan Documents to which the Borrower is a party constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Governmental Lender and the Borrower with respect to the subject matter hereof.

**Section 8.2. Notices.** All notices, consents, approvals and requests required or permitted hereunder or under any other Borrower Assignment or Bank Loan Document (a "notice") shall be deemed to be given and made when delivered by hand, by recognized overnight delivery service, confirmed facsimile transmission (provided any telecopy or other electronic transmission received by any party after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day), or five (5) calendar days after deposited in the United States mail, registered or certified, postage prepaid, with return receipt requested, addressed as follows:

If to the Borrower:	Baypoint Family Apartments, L.P. c/o Meta Housing Corporation 11150 West Olympic Boulevard, Suite 620 Los Angeles, California 90094 Attention: President Telephone: (310) 575-3543
with a copy to:	Bocarsly Emden Cowan Esmail & Arndt LLP 633 West 5th Street, 64th Floor Los Angeles, California 90071 Attention: Nicole Deddens, Esq. Telephone: (213) 239-8029
with a copy to:	[to come – Equity Partner’s address]
and a copy to:	[to come – Equity Partner’s attorney’s address]
If to the Governmental Lender:	County of Contra Costa, California Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director Telephone: (925) 674-7888

If to the Bank: Pacific Western Bank  
130 S. State College  
Brea, California 92821  
Attention: Jennifer D. Riddle  
Email: jriddle@pacificwesternbank.com

with a copy to: Pacific Western Bank  
444 South Flower Street, 14th Floor  
Los Angeles, California 90071  
Attention: Holly A. Hayes  
Telephone: (213) 330-2073  
Email: hhayes@pacificwesternbank.com

Any party may change such party's address for the notice or demands required under this Borrower Loan Agreement by providing written notice of such change of address to the other parties by written notice as provided herein.

**Section 8.3. Assignments.** This Borrower Loan Agreement may not be assigned by any party without the prior written consent of the other, except that the Governmental Lender shall assign to the Bank its rights under this Borrower Loan Agreement, the Bank may assign its rights hereunder to any transferee of the Governmental Lender Note subject to the requirements of the Bank Loan Agreement, and except also that the Borrower may assign to any transferee its rights under this Borrower Loan Agreement as provided by Section 6.2.

**Section 8.4. Severability.** If any provision of this Borrower Loan Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

**Section 8.5. Execution of Counterparts.** This Borrower Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 8.6. Amendments, Changes and Modifications.** Except as otherwise provided in this Borrower Loan Agreement, subsequent to the issuance of the Borrower Note and prior to their payment in full, this Borrower Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto and the Bank.

**Section 8.7. Governing Law and Venue.** This Borrower Loan Agreement and the Governmental Lender Note are contracts made under the laws of the State and shall be governed by and construed in accordance with the Constitution and laws applicable to contracts made and performed in the State. This Borrower Loan Agreement and the Governmental Lender Note shall be enforceable in the State, and any action arising out of this Borrower Loan Agreement or the Governmental Lender Note shall be filed and maintained in the County, unless the Governmental Lender waives this requirement.

**Section 8.8. Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF BORROWER AND THE GOVERNMENTAL LENDER (A) COVENANTS AND AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AUTHORITY LOAN AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES THAT IS TRIABLE OF RIGHT BY A JURY, AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY

JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL. IF, FOR ANY REASON, THIS PROVISION IS DETERMINED TO BE UNENFORCEABLE, ALL MATTERS OTHERWISE SUBJECT TO JURY TRIAL SHALL BE SUBJECT TO THE JUDICIAL REFERENCE PROCEDURES SET FORTH IN THE FOLLOWING SECTION 8.9 OF THIS AUTHORITY LOAN AGREEMENT.

**Section 8.9. Judicial Reference.** The Governmental Lender and the Borrower hereby covenant the following:

(a) The parties prefer that any dispute between them be resolved in litigation subject to a jury trial waiver as set forth in this Borrower Loan Agreement, but the California Supreme Court has held that such pre-dispute jury trial waivers are unenforceable. This Section will be applicable until: (i) the California Supreme Court holds that a pre-dispute jury trial waiver provision similar to that contained in Section 8.8 of this Borrower Loan Agreement is valid or enforceable; or (ii) the California Legislature passes legislation and the governor of the State signs into law a statute authorizing pre-dispute jury trial waivers and as a result such waivers become enforceable.

(b) Other than the exercise of provisional remedies (any of which may be initiated pursuant to applicable law), any controversy, dispute or claim (each, a "Claim") between the parties arising out of or relating to this Borrower Loan Agreement will be resolved by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure ("CCP"), or their successor sections, which shall constitute the exclusive remedy for the resolution of any Claim, including whether the Claim is subject to the reference proceeding. Venue for the reference proceeding will be in the Superior Court or Federal District Court in the County (the "Court") unless waived by the Governmental Lender in writing.

(c) The referee shall be a retired Judge or Justice selected by mutual written agreement of the parties. If the parties do not agree, the referee shall be selected by the Presiding Judge of the Court (or his or her representative). A request for appointment of a referee may be heard on an ex parte or expedited basis, and the parties agree that irreparable harm would result if ex parte relief is not granted. The referee shall be appointed to sit with all the powers provided by law. Pending appointment of the referee, the Court has power to issue temporary or provisional remedies.

(d) The parties agree that time is of the essence in conducting the reference proceedings. Accordingly, the referee shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within fifteen (15) days after the date of selection of the referee, (ii) if practicable, try all issues of law or fact within ninety (90) days after the date of the conference, and (iii) report a statement of decision within twenty (20) days after the matter has been submitted for decision.

(e) The referee will have power to expand or limit the amount and duration of discovery. The referee may set or extend discovery deadlines or cutoffs for good cause, including a party's failure to provide requested discovery for any reason whatsoever. Unless otherwise ordered based upon good cause shown, no party shall be entitled to "priority" in conducting discovery, depositions may be taken by either party upon seven (7) days written notice, and all other discovery shall be responded to within fifteen (15)

days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding.

(f) Except as expressly set forth in this Borrower Loan Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter, except that when either party so requests, a court reporter will be used at any hearing conducted before the referee, and the referee will be provided a courtesy copy of the transcript. The party making such a request shall have the obligation to arrange for and pay the court reporter. Subject to the referee's power to award costs to the prevailing party, the parties will equally share the cost of the referee and the court reporter at trial.

(g) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State. The rules of evidence applicable to proceedings at law in the State will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, provide all temporary or provisional remedies, enter equitable orders that will be binding on the parties and rule on any motion which would be authorized in a trial, including without limitation motions for summary judgment or summary adjudication. The referee shall issue a decision, and pursuant to CCP Section 644 the referee's decision shall be entered by the Court as a judgment or an order in the same manner as if the action had been tried by the Court. The final judgment or order or from any appealable decision or order entered by the referee shall be fully appealable as provided by law. The parties reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(h) If the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by reference procedure will be resolved and determined by arbitration. The arbitration will be conducted by a retired Judge or Justice, in accordance with the California Arbitration Act Section 1280 through Section 1294.2 of the CCP as amended from time to time. The limitations with respect to discovery set forth above shall apply to any such arbitration proceeding.

(i) THE PARTIES RECOGNIZE AND AGREE THAT ALL DISPUTES RESOLVED UNDER THIS REFERENCE PROVISION WILL BE DECIDED BY A REFEREE AND NOT BY A JURY. AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR OWN CHOICE, EACH PARTY KNOWINGLY AND VOLUNTARILY AND FOR THEIR MUTUAL BENEFIT AGREES THAT THIS REFERENCE PROVISION WILL APPLY TO ANY DISPUTE BETWEEN THEM WHICH ARISES OUT OF OR IS RELATED TO THIS BORROWER LOAN AGREEMENT.

**Section 8.10. Term of Agreement.** This Borrower Loan Agreement shall be in full force and effect from the date hereof until such time as the Borrower Note shall have been fully paid or provision made for such payment. Time is of the essence in this Borrower Loan Agreement.

**Section 8.11. Survival of Agreement.** All agreements, representations and warranties made herein shall survive the making of the Borrower Loan.

**Section 8.12. Expenses.** The Borrower shall pay and indemnify the Governmental Lender and the Bank against all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith (and with respect to the Bank, without gross negligence) and arising out of or in connection with the Loan Documents. These obligations and those in Section 6.7 shall remain valid and in effect notwithstanding repayment of the loan hereunder or the Governmental Lender Note or termination of this Borrower Loan Agreement or the Bank Loan Agreement.

**Section 8.13. Waiver of Personal Liability.** No supervisor, officer, agent or employee of the Governmental Lender shall be individually or personally liable for the payment of any principal (or prepayment price) or interest on the Governmental Lender Note or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Borrower Loan Agreement, but nothing herein contained shall relieve any such supervisor, officer, agent or employee from the performance of any official duty provided by law or by this Borrower Loan Agreement.

**Section 8.14. Binding Effect; Third Party Beneficiary.** This Borrower Loan Agreement shall inure to the benefit of and shall be binding upon the Governmental Lender, the Borrower and their respective successors and assigns. The Bank is intended to be a third party beneficiary of this Borrower Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Borrower Loan Agreement, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

03007.44:J15308

[signature page to Loan Agreement – Baypoint Family Apartments]

## EXHIBIT A

### BORROWER NOTE

November \_\_, 2018

Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower"), for value received hereby promises to pay to the order of the County of Contra Costa, California (the "Governmental Lender"), or its successors and assigns, the sum of [\_\_\_\_\_] DOLLARS (\$[\_\_\_\_\_]), or so much thereof as may be advanced from time to time, together with interest on the advanced and unpaid amount of this Borrower Note at the applicable interest rate referred to below from November \_\_, 2018 (the "Closing Date") until the Borrower's obligation to pay the Outstanding Balance (as hereinafter defined) shall be discharged. The Outstanding Balance shall mean the principal balance of the portion of the Borrower Loan evidenced by this Borrower Note which has been advanced by or on behalf of the Governmental Lender under Section 3.4 of the Borrower Loan Agreement described below, and has not been repaid by the Borrower to the Governmental Lender as of the date of calculation of the Outstanding Balance.

This Borrower Note is issued to evidence the Borrower Loan by the Governmental Lender to the Borrower and the obligation of the Borrower to repay the same and shall be governed by and be payable in accordance with the terms and conditions (including the provisions of Section 5.2) of a Loan Agreement (the "Borrower Loan Agreement"), dated as of November 1, 2018, between the Governmental Lender and the Borrower pursuant to which the Governmental Lender has made the Borrower Loan. This Borrower Note, together with the Borrower Loan Agreement (except for certain provisions thereof, as described in Section 6.8 thereof), have been assigned to Pacific Western Bank (the "Bank") pursuant to an Assignment Agreement, dated as of November 1, 2018, by and between the Governmental Lender and the Bank. All payments on this Borrower Note shall be made by the Borrower to the Bank, as assignee of the Governmental Lender under said Assignment Agreement.

The Outstanding Balance of this Borrower Note shall be due and payable in its entirety on [\_\_\_\_\_] (the "Maturity Date").

Interest on this Borrower Note shall be payable to the Bank, as assignee of the Governmental Lender, in immediately available funds on the first day of each month, commencing December 1, 2018. This Borrower Note shall bear interest at a rate of [\_\_\_\_\_] percent ([\_\_\_\_\_]%) per annum from the Closing Date to (but not including) [\_\_\_\_\_, 20\_\_] and shall bear interest from \_\_\_\_\_, \_\_\_\_ to (but not including) the Maturity Date at a rate of [\_\_\_\_\_] percent ([\_\_\_\_\_]%) per annum. Interest on this Borrower Note shall be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Borrower Note shall be computed using this method. Principal of this Borrower Note shall be paid in part on the Conversion Date, as required by Section 2.01(e)(i) of the Continuing Covenant Agreement, and thereafter on the first day of the month based upon a schedule provided by the Bank computed upon a [thirty-five] year amortization schedule.

On and after a Determination of Taxability (as defined in the Continuing Covenant Agreement), this Borrower Note shall bear interest at the Taxable Interest Rate (as defined in the Continuing Covenant Agreement).

In the event the Borrower fails to make the timely payment of any monthly payment, and such payment remains unpaid for a period of ten (10) days subsequent to the established payment date, the Borrower shall pay to the Bank a late charge in the amount of five percent (5.0%) of the monthly payment so due and payable. Upon the occurrence and during the continuance of an Event of Default (as defined in the Borrower Loan Agreement), the interest rate on this Borrower Note shall immediately increase to an interest rate equal to the interest rate that would otherwise be in effect plus five percent (5.0%) (the "Default Rate").

The Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the Borrower Loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law.

The principal of the portion of the Borrower Loan evidenced by this Borrower Note may be prepaid on any date, in whole or in part, upon 15 days prior written notice to the Bank and the Governmental Lender.

THIS BORROWER NOTE SHALL BE SECURED BY THE DEED OF TRUST, SECURITY AGREEMENT, ABSOLUTE ASSIGNMENT OF RENTS AND FIXTURE FILING (THE "DEED OF TRUST") MADE BY THE BORROWER, AS TRUSTOR, FOR THE BENEFIT OF THE GOVERNMENTAL LENDER, AS BENEFICIARY, NAMING NORTH AMERICAN TITLE COMPANY AS TRUSTEE THEREUNDER, AND DATED AS OF NOVEMBER 1, 2018. THE GOVERNMENTAL LENDER HAS ASSIGNED ITS INTERESTS UNDER SAID DEED OF TRUST TO THE BANK.

Upon the occurrence of an Event of Default under and as defined in the Borrower Loan Agreement and the decision by the Bank to accelerate the Borrower Loan, then all obligations secured by this Borrower Note may be declared due and payable, as provided in the Borrower Loan Agreement.

All sums due hereunder shall be paid in lawful money of the United States of America. All payments made hereunder shall be credited first against accrued and previously unpaid interest, against principal, with the balance applied against unpaid late charges.

The Borrower, for itself and its legal representatives, successors, and assigns expressly waives demand, notice of nonpayment, presentment for demand, presentment for the purpose of accelerating maturity, dishonor, notice of dishonor, protest, notice of protest, notice of maturity, and diligence in collection. The Borrower agrees to pay all court costs and reasonable attorneys' fees if counsel is engaged to assist in the collection of this Borrower Note after an Event of Default hereunder if any action is commenced to construe or enforce the terms of this Borrower Note.

From and after the Conversion Date (as defined in the Continuing Covenant Agreement), this Borrower Note and the Borrower Loan shall be nonrecourse obligations of the Borrower. From and after the Conversion Date, neither the Borrower or its partners, nor any director or employee of the Borrower or its partners, shall have any personal liability for repaying the principal of or interest on the Borrower Loan. From and after the Conversion Date, the sole recourse of the Governmental Lender or its assignee for repayment of the principal of and interest on the Borrower Loan shall be the exercise of rights under the Loan Documents (as defined in the Borrower Loan Agreement) and against such other property pledged or held thereunder for the benefit of the Governmental Lender or its assignee.

This Borrower Note is a contract made under the laws of the State of California and shall be governed by and construed in accordance with the Constitution and laws applicable to

contracts made and performed in the State of California. This Borrower Note shall be enforceable in the State of California, and any action arising out of this Borrower Note shall be filed and maintained in Contra Costa County, California, unless the Governmental Lender waives this requirement.

IN WITNESS WHEREOF, the Borrower has caused this Borrower Note to be executed in its name and on its behalf all as of the date set forth above.

BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

[Signature Page to Borrower Note – Baypoint Family Apartments]

Endorsement to Bank

Pay to the order of Pacific Western Bank, without recourse.

Dated: November \_\_, 2018

COUNTY OF CONTRA COSTA, CALIFORNIA

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

John Kopchik,  
Director, Department of  
Conservation and Development

[Signature Page to Endorsement to Bank for Borrower Note –  
Baypoint Family Apartments]

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**BORROWER LOAN AGREEMENT**

**by and among**

**BAYPOINT FAMILY APARTMENTS, LLC**

**and the**

**COUNTY OF CONTRA COSTA, CALIFORNIA**

**and**

**BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership**

**dated as of November 1, 2018**

**relating to:  
\$3,500,000  
County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-2**

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## BORROWER LOAN AGREEMENT

THIS BORROWER LOAN AGREEMENT ("Agreement") is made and entered as of November 1, 2018, among Baypoint Family Apartments, LLC, a California limited liability company ("Baypoint"), Baypoint Family Apartments, L.P., a California limited partnership ("Borrower"), and the County of Contra Costa, California, a public body, corporate and politic, duly organized and existing under the laws of the State of California ("Governmental Lender").

### RECITALS:

A. Governmental Lender has agreed to lend to Borrower the sum up to three million five hundred nineteen thousand dollars (\$3,500,000) (the "Borrower Loan") to finance a portion of costs of the acquisition of the Land (as defined below) on which the Borrower will construct 193 affordable multifamily housing rental units to be known as Baypoint Family Apartments (the "Project"), which Land is located in the Bay Point unincorporated area of the County of Contra Costa, California (the "Project").

B. In order to originate the Borrower Loan, the Governmental Lender has issued its County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-2 (the "Funding Loan Note") pursuant to a Funding Loan Agreement, dated as of November 1, 2018 (the "Funding Loan Agreement"), between the Governmental Lender and Baypoint, with amounts due on the Funding Loan Note to be payable solely from amounts payable by the Borrower on the Borrower Loan.

C. Borrower intends to acquire the real property upon which the Project is located (the "Land"), as described in Exhibit A attached hereto. In this Agreement, all present improvements to the Land, plus any others which may later be located on the Land, will be collectively referred to as the "Improvements." In connection with the Land and Improvements, Borrower will acquire personal property, including furniture, fixtures and equipment, plans and specifications, service contracts, construction contracts, rights and benefits, rights to payment, insurance proceeds, general intangibles and other categories and items of personal property. In this Agreement, all such personal property will be collectively referred to as the "Personal Property." The Land, Improvements and the Personal Property are hereinafter collectively referred to as the "Property."

D. Borrower shall execute a promissory note (the "Borrower Note") payable to Governmental Lender and which, upon Borrower' acquisition of the Property, will be secured by a subordinate deed of trust with assignment of rents, security agreement and fixture filing substantially in the form of Exhibit C hereto (the "Deed of Trust") encumbering the Property, together with all other documents listed on Exhibit B, attached hereto and incorporated herein by this reference. When used in this Agreement and in the Funding Loan Agreement, the term "Borrower Loan Documents" means this Agreement, the Borrower Note, the Deed of Trust, the other documents listed in Exhibit B hereto, and all exhibits to each of those documents and all other documents referred to in any of them or which otherwise evidence, guaranty or secure the Borrower Loan.

E. In order to provide security for the repayment of the Funding Loan Note, the Governmental Lender has assigned its rights under this Agreement and the other Borrower Loan Documents (other than the Reserved Rights, as defined in the Funding Loan Agreement) to Baypoint pursuant to the Assignment Agreement, dated as of November 1, 2018, between the

Governmental Lender and Baypoint; and, accordingly, Baypoint is acting as the assignee of the Governmental Lender under this Agreement.

F. Capitalized terms used in this Agreement and not defined herein have the meanings given to them in the Funding Loan Agreement.

#### AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals (which are hereby incorporated into and shall be deemed part of this Agreement) and of the covenants and mutual agreements contained in this Agreement and in reliance upon the representations and warranties hereinafter set forth, Baypoint, Governmental Lender and Borrower agree as follows:

#### ARTICLE I CLOSING AND ORIGINATION OF THE BORROWER LOAN

1.1 Closing of Borrower Loan. The closing of the Borrower Loan is expressly conditioned upon (i) the satisfaction of all of the conditions set forth in Section 1.2 and satisfaction of the conditions to the closing of the Funding Loan in Section 3.1 of the Funding Loan Agreement; and (ii) Borrower's delivery to Baypoint of the following documents, together with such other documents that Governmental Lender or Baypoint may reasonably require, in form and content satisfactory to Baypoint, duly executed (and acknowledged where necessary) by the appropriate parties thereto:

1.1.1 This Agreement, duly executed by Baypoint and Borrower;

1.1.2 A true copy of all of the organizational documents of General Partner, including, without limitation, the operating agreement and articles of formation or organization of General Partner, if General Partner is a limited liability company, and the certificate or articles of incorporation and bylaws of General Partner, if General Partner is a corporation;

1.1.3 A borrowing authorization of General Partner duly executed by General Partner on behalf of Borrower;

1.1.4 Certificates issued by the Secretary of State of the State and the relevant state of formation showing Borrower and General Partner, to be in existence and in good standing under the laws of such state, together with certified organizational documents and resolutions of the partners or members of Borrower authorizing and approving the closing and consummation of the Borrower Loan and all instruments, documents and agreements executed in connection therewith;

1.1.5 All of the documents described in Exhibit B; and

1.1.6 Any other documents that Governmental Lender or Baypoint may reasonably request.

1.2 Condition Precedent. The closing of the Borrower Loan shall be subject to the conditions set forth in this Section 1.2, in addition to the delivery of the documents described in Section 1.1 and satisfaction of the conditions to the closing of the Funding Loan in Section 3.1 of the Funding Loan Agreement.

1.2.1 Recordation of Borrower Loan Documents. All Borrower Loan Documents which by their express terms are required to be recorded, including, without limitation, the Regulatory Agreement and the Deed of Trust, must be duly recorded.

1.2.2 Financing Statement. Governmental Lender shall have a junior priority perfected security interest in all Personal Property, and Borrower shall execute any and all financing statements and fixture filings required in connection therewith, which financing statements shall have been filed in the appropriate office therefor.

1.2.3 Full Performance of Covenants and Requirements. Borrower shall have performed or satisfied all of the covenants and obligations required to be performed for the Borrower Loan in accordance with that certain Commitment Letter of Baypoint dated May 17, 2018 (the "Commitment Letter").

1.2.4 Survey. Borrower shall have provided to Baypoint either (i) an ALTA No. 100 Endorsement and an ALTA No. 116 Endorsement as part of the Title Insurance Policy (defined below), which Title Insurance Policy shall provide Form 1 coverage and shall exclude the General Survey Exception; or (ii) a survey to resolve any survey-related title concern.

1.2.5 Title Insurance. Baypoint shall receive a pro forma ALTA policy of title insurance and commitment (and such endorsements as may be required by Baypoint, including, without limitation, CLTA Endorsement No.'s 100 (or ALTA 9), 110.9 (ATLA 8.1), 116, or 116.1 deleting the arbitration provisions #13 in the Conditions and Stipulations Section by FA 39, to the extent deemed appropriate or desirable by Baypoint, 116.4, 103.1, 103.3, 103.6 and 103.7, all in form satisfactory to and in favor of Baypoint (collectively, with such endorsements, the "Title Insurance Policy"), issued by a title insurance company or companies acceptable to Baypoint (the "Title Insurer"), in an amount not less than the amount of the Borrower Loan, insuring that the Deed of Trust is a valid junior lien on Borrower's fee estate in the Property, subject only to such title exceptions as have been approved in writing by Baypoint in the written title instructions provided to Title Insurer. No "General Survey Exception" shall be allowed in the Title Insurance Policy. The Title Insurance Policy must have Form 1 coverage with respect to street improvements, and the "Taxes and Supplemental Taxes" listed thereon must be shown as a "lien not yet due and payable" and such taxes and assessments must not be delinquent. Borrower shall pay the premiums for the Title Insurance Policy and all of the costs and expenses incurred by the Title Insurer in complying with this Agreement or Baypoint's title instructions.

1.2.6 Hazard Insurance. Baypoint shall have received evidence of all policies of insurance, required under the Borrower Loan Documents, and under Section 2.6 hereof. All policies of insurance shall be issued by companies having an A.M. Best's rating of at least A:VIII, or the equivalent approved by Baypoint, and shall be in such amounts, policy forms and coverage satisfactory to Baypoint in its sole discretion.

1.2.7 Opinion of Counsel. Borrower's counsel shall have delivered to Governmental Lender and Baypoint its opinion addressed to Governmental Lender and Baypoint in form, scope and substance satisfactory to Governmental Lender and Baypoint, concerning the legality, validity, enforceability and binding effect of all Borrower Loan Documents against the Borrower, and as to such other matters as Governmental Lender or Baypoint may reasonably require.

1.2.8 Payment of Fees and Costs. Borrower shall pay all reasonable and necessary costs and expenses Governmental Lender or Baypoint may incur in connection with the Borrower Loan closing.

1.2.9 Approval of Financial Condition of Borrower. Baypoint shall have received and approved Borrower's financial statements for its last two fiscal years.

1.2.10 Property Management. Baypoint has received, reviewed and approved the management agreement, management plan and form of residential lease for use at the Project.

1.2.11 Taxes and Assessments. Borrower shall provide evidence that all installments of general real estate taxes, special taxes and assessments then due and payable, and all service charges, water and sewer charges, private maintenance charges, and other prior lien charges by whatever name called have been paid in full.

1.2.12 No Adverse Change. Except as may otherwise be required by this Agreement, at the time of the closing of the Borrower Loan (i) the credit of Borrower shall be as represented by Borrower in this Agreement, the Borrower Loan Documents or in other written instruments, documents and materials delivered to Baypoint without material adverse change; and (ii) Borrower shall not be involved as a debtor in any bankruptcy, reorganization or insolvency proceeding.

1.2.13 Truth of Representations. Each of the representations, warranties, acknowledgments and statements of fact in this Agreement and the Borrower Loan Documents, including those in the Recitals and Exhibits hereto, are and shall remain true and correct in all material respects as of the date of the closing of the Borrower Loan.

1.2.14 Miscellaneous Information. Baypoint shall have received such accurate and complete information as Baypoint may have reasonably requested concerning any facts, events, conditions or circumstances regarding Borrower or its agents, employees, or officers.

1.2.15 No Event of Default. No default or Event of Default shall exist under this Agreement or any of the Borrower Loan Documents on the closing date or would exist after the giving of notice or the passage of time or both.

1.3 Amount of Borrower Loan. The Governmental Lender hereby makes to the Borrower, and the Borrower hereby accepts from the Governmental Lender, upon the terms and conditions set forth herein and in the Borrower Note, the Borrower Loan in an aggregate principal amount of \$3,500,000.00.

1.4 Consideration for Borrower Loan and Funding Loan. The Governmental Lender, Baypoint and the Borrower acknowledge and agree that the amount of the Borrower Loan (and consequently the amount of the Funding Loan) shall serve as a credit against the acquisition price of the Project site by the Borrower from Baypoint. Given the foregoing, the total principal amount of the Borrower Loan (and consequently the total principal amount of the Funding Loan) shall be deemed to have been disbursed upon the transfer of title to the Project site on the Closing Date from Baypoint to the Borrower.

ARTICLE II  
COVENANTS OF THE BORROWER

Borrower promises to keep each of the covenants set forth below, unless Baypoint, as assignee of the Governmental Lender under the Assignment Agreement, has waived compliance in writing.

2.1 Compliance with Laws. Borrower shall comply with all existing and future laws, regulations, orders, building restrictions and requirements of, and all agreements with and commitments to, all governmental, judicial or legal authorities having jurisdiction over the Property, including those pertaining to the sale, leasing or financing of the Land, Improvements and Personal Property, and with all recorded covenants and restrictions affecting the Property (all collectively, the "Requirements").

2.2 Permits, Licenses and Approvals. Borrower shall properly obtain, comply with and keep in effect all permits, licenses and approvals which are required to be obtained from governmental bodies in order to complete the construction work, occupy, operate, market and lease the Property. Borrower shall promptly deliver copies of all such permits, licenses and approvals to Baypoint.

2.3 Purchase of Material: Conditional Sales Contracts. Borrower shall not purchase or contract for any materials, equipment, furnishings, fixtures or articles of personal property to be placed or installed on the Land or in any Improvements under any security agreement or other agreement where the seller retains or claims title or the right of removal or repossession, or the right to consider them personal property after they are so placed or installed, unless Baypoint in each instance shall provide its advance written consent to such action.

2.4 Site Visits Governmental Lender and Baypoint, and their respective agents and representatives, shall have the right to enter and visit the Property at any reasonable time for the purposes of performing an appraisal and observing the Property. Governmental Lender and Baypoint shall also have the right to examine, copy and audit the books, records, accounting data and other documents of Borrower which relate to the Property. In each instance, Governmental Lender or Baypoint, as applicable, shall give Borrower reasonable notice before entering the Property. Governmental Lender and Baypoint shall make reasonable efforts to avoid interfering with Borrower's use of the Property when exercising any of the rights granted in this Section 2.4.

2.5 Protection Against Lien Claims. Borrower shall promptly pay, discharge or bond around all claims and liens for labor done, and for materials and services furnished, which may affect the Property, in a manner satisfactory to Baypoint. Borrower shall have the right to contest in good faith any claim or lien, provided that it does so diligently and without prejudice to Governmental Lender or Baypoint.

If (a) Borrower fails to promptly discharge or contest such liens, claims or liens and provide the bond in the manner provided in this Section 2.5, or (b) after having complied with the provisions of this Section 2.5, there is an adverse conclusion to any such contest and Borrower does not cause any final judgment or decree to be immediately satisfied and the lien to be discharged, then, in either event, Baypoint may, but shall not be required to, procure the release and discharge of any such lien and any judgment or decree thereon, and in furtherance thereof may, in its sole discretion, affect any settlement or compromise or furnish any security or indemnity as may be required by the title company. All amounts expended by Baypoint in connection with the provisions of this Section 2.5 shall be deemed to constitute a disbursement of the Borrower Loan to the Borrower. In settling, compromising or arranging for the discharge

of any liens under this Section 2.5, Baypoint shall not be required to establish or confirm the validity or amount of the lien or stop notice.

## 2.6 Insurance.

2.6.1 At all times, Borrower shall provide, maintain and keep in force comprehensive general public liability insurance, fire and extended coverage property damage insurance, and any of the following types of insurance or equivalents required by Baypoint in its sole discretion: (i) flood, if in a flood plain, (ii) earthquake, if available at a commercially reasonable price, (iii) course of construction, (iv) business interruption following completion of construction, including riot and civil commotion, vandalism, and malicious mischief, (v) loan loss reserve and premium as provided in Borrower's annual operating budget, and (vi) such other insurance, including endorsements and renewals, as Governmental Lender may require. At Baypoint's request, Borrower shall supply Baypoint with a counterpart original of any policy.

2.6.2 All policies of insurance required under the Borrower Loan Documents must be issued by companies approved by Baypoint having an A.M. Best's ratings of not less than A:VIII, or the equivalent approved by Baypoint, and be approved by Baypoint as to amounts, forms, risk coverages, deductibles, expiration dates, and loss payable and cancellation provisions. In addition, each required policy must contain such endorsements as Baypoint may require, as well as a Non-Contributory Standard Mortgagee Clause or its equivalent in favor of Governmental Lender and Baypoint, and must provide that all proceeds be payable to Baypoint, as assignee of the Governmental Lender, to the extent of its interest. An approval by Baypoint is not, and shall not be deemed to be, a representation of the solvency of any insurer or the sufficiency of any amount of insurance.

2.6.3 Each policy of insurance required under the Borrower Loan Documents must provide that it may not be modified or canceled without at least thirty (30) days prior written notice to Baypoint. At least ten (10) days before expiration of any required insurance policy, Borrower shall furnish Baypoint with proof acceptable to Baypoint that a new policy has been issued, continuing in force the insurance covered by the policy which is expiring. At the same time, Borrower shall also furnish Baypoint with evidence satisfactory to Baypoint that all premiums for any such new policy have been paid. If at least ten (10) days before a required policy expires, Baypoint does not receive proof and evidence that a new policy has been issued and that premiums for it have been paid, Baypoint in its sole discretion may procure a new policy and advance funds to pay the premiums for it. Borrower shall repay Baypoint immediately on demand for any advance for such premiums, which shall be considered to be an additional loan to the Borrower bearing interest at the rate of interest provided for in the Note, and secured by the Borrower Loan Documents.

2.7 Payment of Expenses. Borrower shall pay Governmental Lender's and Baypoint's costs and expenses incurred in connection with the making, disbursement and administration of the Borrower Loan, as well as any revisions, extensions, renewals or "workouts" of the Borrower Loan, and in the exercise of any of Governmental Lender's or Baypoint's rights or remedies under this Agreement. Such costs and expenses include (but are not limited to) title insurance, recording and escrow charges, fees for appraisal, mortgage taxes, legal fees and expenses of Governmental Lender's counsel, if any, Baypoint's counsel, if any, and any other reasonable fees and costs for services, regardless of whether such services are furnished by Governmental Lender's or Baypoint's employees or agents or independent contractors. Borrower acknowledges that any loan fee for the Borrower Loan does not include amounts payable by Borrower under this Section 2.7.

2.8 Financial Information. Borrower shall keep true and correct financial books and records for the Property, using generally accepted accounting principles consistently applied, unless otherwise noted. Within one hundred twenty (120) days after the end of each of Borrower's fiscal years, Borrower shall deliver to Baypoint a balance sheet and income statement, together with a statement showing all changes in Borrower's financial condition. Borrower shall also promptly deliver to Baypoint its quarterly balance sheets and income statements if Baypoint requests them. Borrower shall promptly provide Baypoint with any additional audited financial information that Borrower may obtain, as well as signed copies of any tax returns and such other information concerning its affairs and properties as Baypoint may reasonably request.

2.9 Notices. Borrower shall promptly notify Baypoint in writing of:

2.9.1 Any litigation affecting Borrower where the amount claimed is fifty thousand dollars (\$50,000) or more;

2.9.2 Any communication, whether written or oral, that Borrower may receive from any governmental, judicial or legal authority, giving notice of any claim or assertion that the Property fails in any material respect to comply with any of the Requirements or any other applicable governmental law; and

2.9.3 Any material adverse change in the physical condition of the Property or Borrower's financial condition or operations.

2.10 Indemnity. Borrower agrees to indemnify, defend and hold Governmental Lender and Baypoint harmless from and against all liabilities, claims, actions, damages, costs and expenses (including all legal fees and expenses of Governmental Lender's and Baypoint's counsel) arising out of or resulting from any of the following: (i) the breach of any representation or warranty made or given by Borrower to Governmental Lender or Baypoint in this Agreement or in any Borrower Loan Document; (ii) the breach of any obligation of Borrower contained in any of the Borrower Loan Documents; (iii) Governmental Lender's making of the Borrower Loan or Governmental Lender's or Baypoint's performance of the Borrower Loan Documents (excluding Governmental Lender's willful misconduct or Baypoint's gross negligence or willful misconduct, respectively); (iv) the construction of the Improvements; and (v) any claim or cause of action of any kind by any party that Governmental Lender or Baypoint is liable for any act or omission committed or made by Borrower or any other person or entity, whether on account of any theory of derivative liability, comparative negligence or otherwise (excluding any such claims arising in whole or in part as a direct or indirect result of Governmental Lender's willful misconduct or Baypoint's gross negligence or willful misconduct, respectively) in connection with (A) the ownership, operation or development of the Property, or (B) on account of the making of the Borrower Loan contemplated by this Agreement or the other Borrower Loan documents or the transactions contemplated herein or therein. Upon demand by Governmental Lender or Baypoint, respectively, Borrower shall defend any action or proceeding brought against Governmental Lender or Baypoint arising out of or alleging any claim or cause of action covered by this indemnity, all at Borrower's own cost and by counsel to be approved by Governmental Lender or Baypoint, respectively, in the exercise of its reasonable judgment. In the alternative, Governmental Lender or Baypoint may elect to conduct its own defense at the expense of Borrower including reasonable attorneys' fees. The provisions of this Section 2.10 shall survive the termination of this Agreement and the repayment of the Borrower Loan.

2.11 Income from Property. Borrower shall first apply all income derived from the Property, including all income from leases, to amounts due under the Loan Documents (as such

term is defined in the Senior Borrower Loan Agreement), to pay costs and expenses, including reserves, associated with the ownership, maintenance, operation and marketing of the Land, Improvements and Personal Property, including all amounts then required to be paid under the Borrower Loan Documents, before using or applying such income for any other purpose. No such income shall be distributed to Borrower unless all such costs and expenses which are then due have been paid in full.

2.12 Performance of Acts. Upon request of Baypoint, Borrower shall perform all acts which may be necessary or advisable to perfect any lien or security interest provided for in this Agreement or to carry out the intent of this Agreement.

2.13 Affordability Covenants. For a term of not less than thirty (30) years, the residential apartment units at the Property shall be rented at such rates and to such persons as shall be required by the Regulatory Agreement, as well as the appropriate governmental agency in any other regulatory agreement to be executed by Borrower. During the term of the Regulatory Agreement and any such other regulatory agreement, Borrower shall provide Baypoint, upon Baypoint's written request, with a copy of Borrower's annual tenant and rent certification and qualification report made to any governmental agencies charged with determining Borrower's compliance with regulations applicable to the Property.

2.14 Due on Sale or Further Encumbrance. Upon any sale or transfer of (i) all or any part of the Property or any interest therein (other than leases in the ordinary course of business), or (ii) any beneficial interests in Borrower (other than (i) the replacement of the general partner of Borrower in accordance with the Borrower's partnership agreement, or (ii) any limited partnership interests); or upon any financing obtained by Borrower secured by the Property or any part thereof and not specified herein, without the prior written consent in each instance of Baypoint, which consent may be withheld in Baypoint's sole and absolute discretion, or which otherwise is not in compliance with Section 12 of the Regulatory Agreement referred to in Section 2.20 hereof, Baypoint (on behalf of the Governmental Lender) may, at Baypoint's option, declare all sums secured by the Deed of Trust to be immediately due and payable, and Baypoint (on behalf of the Governmental Lender) may invoke any remedies permitted under the Borrower Loan Documents. Notwithstanding anything to the contrary set forth herein or in any loan documents Baypoint's consent shall not be required for the transfer of limited partner interests in the Borrower, or for the grant and exercise of any option and/or right of first refusal in accordance with Borrower's limited partnership documents.

2.15 Impounds for Property Taxes and Insurance Premiums; Control of Operating and Replacement Reserves. Subject to the rights of Pacific Western Bank under the Senior Bank Loan Agreement and the Senior Borrower Loan Agreement, and the terms and provision of the Borrower's Partnership Agreement, Baypoint shall have the right at any time during the term of the Borrower Loan following an Event of Default (defined below) to require Borrower to maintain on deposit in one or more accounts designated or held by Baypoint (i) funds sufficient to pay property taxes and insurance premiums owing with respect to the Property, and (ii) funds designated and/or set aside as and for operating reserves for the Property. In the event that Baypoint requires the impounding of property taxes and insurance premiums, Borrower shall execute whatever security agreements, financing statements and other documents and instruments as Baypoint may require in order to confirm Baypoint's security interest in and/or control over such accounts, and funds deposited therein.

2.16 Property Management. Borrower shall engage and hire a professional property manager ("Manager") to provide property management services for the Property during the term of the Borrower Loan. The terms and provisions of the written Property Management Agreement between Borrower and Manager shall be subject to Baypoint's prior written

approval, which approval shall not be unreasonably withheld or delayed. Borrower shall not change the Manager without Baypoint's prior written approval, which approval shall not be unreasonably withheld or delayed.

2.17 Marketing Plan. Prior to Closing, Borrower shall have submitted a marketing plan developed for the Project and shall have obtained Baypoint's written approval of such plan.

[2.18 Charitable Mission. Borrower acknowledges that the charitable mission of Baypoint requires that Baypoint provide financing for the continued availability of affordable housing (i) for low-income families and individuals earning up to eighty percent (80%) of the area median income and/or (ii) to lessen the burdens of government to provide adequate housing for families and individuals earning up to one hundred twenty percent (120%) of area median income. Borrower represents and warrants to Baypoint that the Property shall benefit only such low and/or moderate-income families and individuals, and Borrower shall provide to Baypoint such periodic reports as reasonably requested by Baypoint to verify such compliance. Borrower agrees to allow Baypoint, at the option of Baypoint and at Baypoint's sole cost, to perform an audit of Borrower's records to verify compliance with this Section 2.18.]

2.19. Tax Exempt Status of the Governmental Obligations.

(a) It is the intention of the Governmental Lender and the Borrower that interest on the Governmental Obligations shall be and remain excludable from the gross income of the owners of the Governmental Obligations for federal income taxation purposes, and to that end the covenants and agreements of the Borrower in this Section 2.19 are for the benefit of Baypoint and the Governmental Lender.

(b) The Borrower covenants and agrees that it will not knowingly and willingly use or permit the use of any of the funds provided by the Senior Borrower Loan or any other funds of the Borrower, directly or indirectly, in such manner as would, or enter into, or allow any "related person" (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the Funding Loan Note or the Governmental Lender Note that would, or take or omit to take any other action that would cause the Funding Loan Note or the Governmental Lender Note to be an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") or "federally guaranteed" within the meaning of Section 149(b) of the Code and applicable regulations promulgated from time to time thereunder.

(c) In the event that at any time the Borrower is of the opinion or becomes otherwise aware that for purposes of this Section 2.19 it is necessary to restrict or to limit the yield on the investment of any moneys held by Baypoint or by the owner of the Governmental Lender Note, the Borrower shall determine the limitations and so instruct Baypoint or the owner of the Governmental Lender Note, as applicable, in writing and cause Baypoint or the owner of the Governmental Lender Note, as applicable, to comply with those limitations.

(d) The Borrower will take such action or actions as may be reasonably necessary in the opinion of counsel to the Governmental Lender, or of which it otherwise becomes aware, to fully comply with all applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the United States Department of the Treasury or the Internal Revenue Service under Section 142 of the

Code which is applicable to the Funding Loan Note and to the Governmental Lender Note.

(e) The Borrower further warrants and covenants that it has not executed and will not execute any other agreement, or any amendment or supplement to any other agreement, with provisions contradictory to, or in opposition to, the provisions of this Agreement and of the Regulatory Agreement, and that in any event, the requirements of this Agreement and such Regulatory Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith and therewith.

(f) The Borrower shall not purchase, and shall use its best efforts to prevent any guarantor of the Borrower from purchasing, pursuant to an arrangement, formal or informal, any of the Governmental Obligations or any interest therein.

(g) The Borrower will use due diligence to complete the acquisition and construction of the Property and reasonably expects to fully expend the full authorized principal of the Senior Borrower Loan within thirty-six months of the date of execution of this Agreement.

(h) The Borrower will take such action or actions as necessary to ensure compliance with the Tax Certificate.

(i) The Borrower will make timely payment of any rebate amount due to the federal government by reason of any investment of the proceeds of the Senior Borrower Loan or any moneys pledged to the repayment of the Borrower Note, the Senior Borrower Loan, or the Governmental Obligations, at a yield in excess of the yield on the Governmental Obligations, or otherwise as required under the Code.

2.20. Regulatory Agreement. In order to maintain the exclusion from gross income under federal tax law of interest on the Governmental Obligations and to assure compliance with the laws of the State of California and the Act, the Borrower hereby agrees that it shall, concurrently with or before the Closing Date, execute and deliver and cause to be recorded the Regulatory Agreement.

The Borrower shall comply with every term of the Regulatory Agreement, and the Borrower hereby acknowledges that in the event of a default under the Regulatory Agreement the Borrower Loan and the Senior Borrower Loan may be accelerated. The Borrower agrees to cause any amendments to the Regulatory Agreement to be recorded in the appropriate official public records.

2.21. Useful Life. The Borrower hereby represents and warrants that, within the meaning of Section 147(a)(14) of the Code, the average maturity of the aggregate of the Governmental Obligations does not exceed 120 percent of the average reasonably expected economic life of the facilities being financed with the proceeds of the Senior Borrower Loan.

2.22. Federal Guarantee Prohibition. The Borrower shall take no action, nor permit nor suffer any action to be taken if the result of the same would be to cause the Funding Loan Note or the Governmental Lender Note to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

2.23. Prohibited Facilities. The Borrower represents and warrants that no portion of the proceeds of the Borrower Loan or the Senior Borrower Loan shall be used to provide any

airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises, and no portion of the proceeds of the Senior Borrower Loan shall be used for an office unless (i) the office is located on the premises of the facilities constituting the Project and (ii) not more than a de minimus amount of the functions to be performed at such office is not related to the day-to-day operations of the Project.

### ARTICLE III LEASES

3.1 Existing Leases. Borrower has submitted to Baypoint, for its written approval, copies of the form of all leases of any part of the land or any space within the Project, which are in effect on the date of this Agreement.

3.2 Future Leases. Borrower may enter into leases or residency agreements with any person for occupancy of dwelling units, within the Project without Baypoint's consent. Borrower shall comply in all respects with any restrictions or guidelines as to the rents or other fees which may be charged for such units, which are contained in this Agreement or any other agreement by which Borrower or the Project may be bound. Following the occurrence and during the continuance of any Event of Default (as defined in Section 6.1), Baypoint may make written demand on Borrower to submit all future leases and residency agreements for Baypoint's approval prior to execution, and Borrower shall comply with any such demand by Baypoint.

3.3 Delivery of Leasing Information and Documents. Borrower shall promptly deliver to Baypoint rent rolls and operating statements quarterly. Baypoint, from time to time, may request additional leasing information.

3.4 Landlord's Obligations. Borrower shall perform all obligations required to be performed by it as landlord under any lease affecting any part of the Project.

### ARTICLE IV HAZARDOUS MATERIALS

4.1 Covenants Relating to Hazardous Materials. The Deed of Trust contains covenants of Borrower regarding "Hazardous Materials" (as defined in the Environmental Indemnification Agreement referred to in Section 4.2 below) affecting the Project.

4.2 Environmental Indemnification Agreement. In addition to the covenants regarding hazardous or materials set forth in the Deed of Trust, Borrower and Governmental Lender have executed that certain Environmental Indemnification Agreement, of even date herewith, between the Borrower and the Governmental Lender.

### ARTICLE V REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Governmental Lender and Baypoint as follows:

5.1 Organization of Borrower. Borrower is and shall at all times hereafter be an organization duly organized and validly existing under the laws of the state of its formation and is and at all times hereafter shall be qualified and licensed to do business, and is in good standing, in any state in which it conducts its business or in which the failure to qualify could

have a material adverse effect on the condition, financial or otherwise, business, property or results of operations of Borrower.

5.2 Requisite Power. Borrower has all requisite power to borrow the sums provided for in this Agreement and has all requisite power to execute, deliver, issue and perform this Agreement and all other Borrower Loan Documents to which it is a party. The individuals signing the Borrower Loan Documents have all requisite power to act on Borrower's behalf in connection with Borrower's execution, delivery and performance of this Agreement and the other Borrower Loan Documents to which it or Borrower is a party and the consummation of the transactions hereunder.

5.3 Authorization. All action on the part of Borrower necessary for the authorization, execution, delivery and performance of this Agreement and the other Borrower Loan Documents has been duly taken and is in full force and effect. All action on the part of Borrower necessary for the authorization, execution, delivery and performance of this Agreement and the other Borrower Loan Documents to which Borrower is a party has been duly taken and is in full force and effect.

5.4 Validity. This Agreement and all of the other Borrower Loan Documents to which Borrower is a party have been duly executed and delivered and are the legal, valid and binding obligations of Borrower, enforceable in accordance with their respective terms, except as limited by applicable bankruptcy, reorganization, insolvency or similar laws affecting the enforcement of creditor's rights generally and by general principles of equity.

5.5 No Breach. The execution by Borrower of the Borrower Loan Documents to which it is a party shall not constitute a breach of any provision contained in the Borrower's organizational documents, nor does the execution or performance thereof constitute an event of default under any agreement to which Borrower is now or hereafter becomes a party or by which it is subject, nor do such Borrower Loan Documents violate any order, decree or judgment of any court or public authority.

5.6 Compliance with Laws. Borrower is in compliance in all respects with all applicable laws, rules, regulations and ordinances.

5.7 No Violation. Borrower is not in material violation of any law, regulation or ordinance, or any order of any court or governmental entity. No provision or obligation of Borrower contained in any of the Borrower Loan Documents violates any of the Requirements, any other applicable law, regulation or ordinance, or any order or ruling of any court or governmental entity. No such provision or obligation conflicts with, or constitutes a breach or default under, any agreement binding or regulating the Property.

5.8 No Claims. There are no claims, actions, proceedings or investigations pending against Borrower affecting the Property before any court or public authority, except for those previously disclosed by Borrower to Governmental Lender and Baypoint in writing. Borrower has no knowledge of any pending, threatened or imminent litigation, governmental investigations or complaints, actions or prosecutions involving Borrower, or any breaches by Borrower or any other person of any agreement to which Borrower is a party or by which it is bound.

5.9 Financial Information. All financial information which has been or will be delivered to Baypoint, including all information relating to the financial condition of Borrower or the Property, fairly and accurately represents or will represent, when delivered, the financial condition being reported on. All such information was or will be prepared in accordance with

generally accepted accounting principles consistently applied, unless otherwise noted. There has been no material adverse change in any financial condition reported at any time to Baypoint.

5.10 Accuracy. All reports, documents, instruments, information and forms of evidence which have been delivered to Governmental Lender or Baypoint concerning the Borrower Loan and required by the Borrower Loan Documents or the Commitment Letter, are accurate, correct and sufficiently complete in all material respects to give Governmental Lender true and accurate knowledge of their subject matter. None of them contains any material misrepresentation or omission.

5.11 Taxes. Borrower has filed complete and correct federal, state and local tax reports and returns required to be filed by Borrower, prepared in accordance with any applicable laws or regulations, and except for extensions duly obtained, has either duly paid all taxes, duties and charges owed by them, or made adequate provisions for the payment thereof. There are no material unresolved questions or claims concerning any tax liability of Borrower. None of the transactions contemplated hereby or under any agreements referred to herein will result in any material tax liability for Borrower or result in any other material adverse tax consequence for Borrower. In addition, Borrower has paid all real property taxes which are due and payable, and knows of no basis for any additional assessment of taxes affecting the Property.

5.12 Permits, Licenses and Utilities. When needed for the ownership, rehabilitation and operation of the Project, Borrower will have properly obtained, and has been and is current and in good standing with respect to, all governmental approvals, permits, certificates, licenses, inspections, consents and franchises (collectively, the "Licenses") necessary to continue to conduct its respective businesses and to own, market, occupy, lease and operate the Property, including without limitation, all Licenses related to environmental laws. All utility services which are necessary to occupy and operate the Property are available to it.

5.13 Borrower Not a Foreign Person . Borrower is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended from time to time.

5.14 Full Disclosure. This Agreement, the financial information delivered in connection herewith, and the representations and warranties of Borrower herein and in any other document delivered or to be delivered by or on behalf of Borrower, do not and will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements contained therein or herein, in light of the circumstances under which they were made, not misleading. To the best knowledge of Borrower, after diligent inquiry and investigation, there is no material fact which Borrower has not disclosed to Governmental Lender and Baypoint in writing which materially and adversely affect the assets, business, prospects, profits or condition (financial or otherwise) of Borrower, the rights of Governmental Lender and of Baypoint, the ability of Borrower to perform this Agreement and the Borrower Loan Documents.

5.15 Costs of Issuance. Not in excess of two percent (2%) of the proceeds of the Senior Borrower Loan will be used to pay costs of issuance of the Governmental Obligations.

5.16 Ownership. The Borrower intends to hold the Property for its own account, has no current plans to sell and has not entered into any agreement to sell the Property, except in accordance with the terms of the Regulatory Agreement and a possible sale to a partner of the Borrower as reflected in the Borrower's partnership agreement.

5.17 Interests in Governmental Obligations. The Borrower has contacted all “related persons” thereof (within the meaning of Section 147(a) of the Code); and none of them shall, at any time, pursuant to any arrangement, formal or informal, acquire any interest in the Governmental Obligations.

5.18 Limitations. The Borrower shall comply with Section 6.12 of the Funding Loan Agreement. The Borrower shall assure that the proceeds of the Borrower Loan and the Senior Borrower Loan are expended so as to cause the Governmental Obligations to constitute “qualified residential rental bonds” within the meaning of Section 142(d) of the Internal Revenue Code of 1986 (the “Code”).

5.19 No Adverse Action. The Borrower has not knowingly taken or permitted to be taken and will not knowingly take or permit to be taken any action which would have the effect, directly or indirectly, of causing interest on the Governmental Obligations to be included in the gross income of the owners thereof for purposes of federal income taxation.

5.20 No Arbitrage Bond. The Borrower covenants that it shall not take, or permit or suffer to be taken by Baypoint or otherwise, any action with respect to the proceeds of the Governmental Obligations which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken on the Closing Date, would have caused either of the Governmental Obligations to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

5.21 Compliance With Covenants Related to Senior Borrower Loan. The Borrower will comply with the covenants set forth in Section 6.14 of the Senior Loan Agreement.

## ARTICLE VI DEFAULT AND REMEDIES

6.1 Events of Default. Borrower will be in default under this Agreement upon the occurrence of any one or more of the following events after the expiration of applicable cure periods, if any, (some or all collectively, “Events of Default,” any one singly, an “Event of Default”):

6.1.1 Payments. Borrower’s failure to pay when due and payable (i) any payment of principal and/or interest under the Borrower Note within ten (10) days after the date when due, or (ii) within ten (10) business days after written notice from Governmental Lender or Baypoint, any other sum payable hereunder or under any of the other Borrower Loan Documents.

6.1.2 Breach of Covenants. Borrower’s failure or neglect to perform, keep or observe any term, provision, condition, covenant, or agreement contained in this Agreement, any other Borrower Loan Document, the Senior Borrower Loan Agreement or any other present or future agreement between Borrower and Governmental Lender or Baypoint, and/or evidencing and/or securing the Obligations, other than those covenants referred to in clause (a) above, and does not cure that failure either (i) within thirty (30) days (“Initial Cure Period”) after written notice from Baypoint, or (ii) within such additional time as is reasonably necessary after such written notice, so long as Borrower begins within the Initial Cure Period and diligently continues to cure the failure, and Baypoint exercising reasonable judgment, determines that the cure cannot reasonably be completed at or before expiration of the Initial Cure Period.

6.1.3 Breach of Representation. Any representation, warranty, statement, report or certificate made or delivered by Borrower, or any of its officers, employees or agents on behalf of Borrower, to Governmental Lender or Baypoint which proves false in any material respect when made or deemed to be made.

6.1.4 Voluntary Insolvency. Any involuntary insolvency proceeding commenced by Borrower, or Borrower's becoming insolvent.

6.1.5 Involuntary Insolvency. Any insolvency proceeding commenced against Borrower, except that if Borrower is contesting such insolvency proceeding, it shall not constitute an Event of Default unless not dismissed within sixty (60) days of commencement.

6.1.6 Sale of Assets. Borrower ceases its operations or except for a transfer approved by Baypoint, sells or otherwise disposes of all or substantially all of its assets, or a governmental authority condemns or expropriates, or an order is issued by a governmental authority for the condemnation or expropriation of, all or substantially all of Borrower's assets or the Project.

6.1.7 Change of Control. Borrower dissolves or liquidates.

6.1.8 Attachment or Levy. All or any of Borrower's assets in excess of fifty thousand dollars (\$50,000) in aggregate value are attached, seized, subjected to a writ or distress warrant, or are levied upon, or come into the possession of any judicial officer or assignee for the benefit of credits unless, with respect to any such assets, such attachment, seizure, writ, warrant or levy shall be dismissed, released or stayed within ten (10) days of issuance thereof.

6.1.9 Governmental Lien. A notice of lien, levy or assessment in excess of fifty thousand dollars (\$50,000) in the aggregate, is filed of record with respect to any or all of Borrower's assets by the United States Government, or any department, agency or instrumentality thereof, or by any other public authority, or any taxes or debts owing at any time hereafter to any one or more of such entities in excess of fifty thousand dollars (\$50,000) in the aggregate, becomes a lien, whether choate or otherwise, upon any or all of Borrower's assets, and the same is not paid on the payment date thereof.

6.2 Remedies. If an Event of Default occurs under this Agreement or under any other Borrower Loan Document, the Borrower Note and all other obligations of the Borrower hereunder and thereunder shall, at Baypoint's option, become immediately due and payable. If an Event of Default referred to in Section 6.1.1 hereof shall occur, the Note and all such other obligations shall automatically become due and payable. Baypoint may exercise any right or remedy which it has under this Agreement or any other Borrower Loan Document, or which is otherwise available at law or in equity or by statute, and all of Baypoint's rights and remedies shall be cumulative. Borrower specifically agrees that any action by Governmental Lender, or Baypoint or its designee, to obtain performance under this Agreement or any other Borrower Loan Document, of an obligation other than repayment of the debt secured by the Deed of Trust shall not constitute an "action" within the meaning of California Civil Code Procedure § 726, and Borrower hereby waives any defense it might otherwise have based on the "one-action" rule in any subsequent proceeding involving Governmental Lender's or Baypoint's foreclosure rights under the Deed of Trust. Notwithstanding anything to the contrary contained herein, any default arising hereunder or under the Deed of Trust or the Borrower Note may be cured by Borrower's limited partner, or its affiliate on behalf of Borrower, and such cure shall be accepted or rejected by Baypoint on the same terms as if made by Borrower itself.

Notwithstanding the foregoing or any other provision of this Agreement or of any other Borrower Loan Document, in no event may the Borrower Loan be accelerated or cancelled until after the Placed in Service Date (as defined in \_\_\_\_\_).

## ARTICLE VII JUDICIAL REFERENCE

ALL DISPUTES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED BY A JUDICIAL REFERENCE PROCEEDING PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE § 638. THE JUDICIAL REFEREE APPOINTED TO DECIDE THE JUDICIAL REFERENCE PROCEEDING SHALL BE EMPOWERED TO HEAR AND RESOLVE ANY OR ALL ISSUES IN THE PROCEEDING, WHETHER OF FACT OR LAW. EACH PARTY SHALL PAY ITS OWN ATTORNEY'S FEES IN THE JUDICIAL REFERENCE AND SHARE EQUALLY THE COSTS AND FEES OF THE JUDICIAL REFEREE.

## ARTICLE VIII MISCELLANEOUS PROVISIONS

8.1 No Waiver; Consents. Each waiver by Governmental Lender or Baypoint must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from any delay or failure by Governmental Lender or Baypoint to take action on account of any default of Borrower. Consent by Governmental Lender or Baypoint to any act or omission by Borrower shall not be construed as a consent to any other or subsequent act or omission or as a waiver of the requirement for Governmental Lender's or Baypoint's, as applicable, consent to be obtained in any future or other instance.

8.2 No Third Parties Benefited. This Agreement is made and entered into for the sole protection and benefit of Governmental Lender, Baypoint and Borrower and their successors and assigns. No trust fund is created by this Agreement and no other persons or entities shall have any right of action under this Agreement or any right to the Borrower Loan funds.

8.3 Joint and Several Liability. If more than one entity signs as Borrower, each shall be jointly and severally liable to Governmental Lender and Baypoint for the faithful performance of this Agreement.

8.4 Notices. All notices given to the parties under this Agreement must be in writing and shall be effectively served upon delivery, or if mailed, upon the first to occur of receipt or the expiration of seventy-two hours after deposit in first-class or certified United States mail, postage prepaid, sent to the party at their respective addresses as they appear in Section 10.2 of the Funding Loan Agreement.

8.5 Actions. Governmental Lender and Baypoint each shall have the right, but not the obligation, to commence, appear in, and defend any action or proceeding which might affect its security or its rights, duties or liabilities relating to the Borrower Loan, the Property, or any of the Borrower Loan Documents. Borrower shall pay promptly on demand all of Governmental Lender's and Baypoint's reasonable out-of-pocket costs, expenses, and legal fees and expenses of Governmental Lender's or Baypoint's counsel incurred in those actions or proceedings.

8.6 Applicable Law. This Agreement shall be governed by California law applicable to contracts made and performed in California.

8.7 Heirs, Successors and Assigns. The terms of this Agreement shall bind and benefit the heirs, legal representatives, successors and assigns of the parties; provided, however, that Borrower may not assign this Agreement or any Borrower Loan funds, or assign or delegate any of its rights or obligations, without the prior written consent of Governmental Lender and Baypoint in each instance.

8.8 Improvement District. Borrower shall not consent to, vote in favor of, or directly or indirectly advocate or assist in the incorporation of any of the Property into any improvement or other special tax or assessment district without Baypoint's prior written consent in each instance.

8.9 Restriction on Personal Property. Borrower shall not sell, convey, or otherwise transfer or dispose of its interest in any Personal Property or contract to do any of the foregoing, without the prior written consent of Baypoint in each instance, except such Personal Property as is customarily transferred in the ordinary course of operation of residential developments similar to the Property.

8.10 Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall in no way affect any other provision.

8.11 Interpretation. Whenever the context requires, all words used in the singular will be construed to have been used in the plural, and vice versa, and each gender will include any other gender. The captions of the sections of this Agreement are for convenience only and do not define or limit any terms or provisions. The word "include(s)" means "include(s), without limitation," and the word "including" means "including, but not limited to." No listing of specific instances, items or matters in any way limits the scope or generality of any language of this Agreement. Time is of the essence in the performance of this Agreement and each of the Borrower Loan Documents by Borrower. The exhibits to this Agreement are hereby incorporated in this Agreement.

8.12 Amendments. This Agreement may not be modified or amended except by written agreement signed by the parties hereto.

8.13 Counterparts. This Agreement and any attached consents or exhibits requiring signatures may be executed in counterparts, but all counterparts shall constitute but one and the same document.

8.14 Language of Agreement. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any party.

8.15 Integration and Relation to Borrower Loan Commitment. The Borrower Loan Documents fully state all of the terms and conditions of the parties' agreement regarding the matters mentioned in or incidental to this Agreement. The Borrower Loan Documents supersede all oral negotiations and prior writings concerning the subject matter of the Borrower Loan Documents, including Baypoint's Commitment Letter to Borrower. If there is any conflict between the terms, conditions and provisions of this Agreement and those of any other agreement or instrument, including any of the Borrower Loan Documents, the terms, conditions and provisions of this Agreement shall prevail.

8.16 Signage, Groundbreaking, Public Announcements. Signage employed on the Project shall prominently include Baypoint's name and address and shall conform with lending regulations as well as Baypoint's specifications. Baypoint shall be given advance notice and

shall participate in all groundbreakings and grand opening events, such events shall be planned for and included in the Project budget. Baypoint shall have the right to review any public announcements made relating to the Project and all such announcements shall, if directed by Baypoint, include the statement that the project financing is provided by the Governmental Lender, by means of a loan by Baypoint to Governmental Lender.

8.17 No Punitive Damages. The parties hereby agree that no punitive or consequential damages shall be awarded in any suit, action or other proceeding arising out of or based upon the Borrower Loan, this Agreement or the subject matter hereof.

ARTICLE IX  
LIMITED LIABILITY OF GOVERNMENTAL LENDER

9.1 Limited Liability. All obligations and any liability of the Governmental Lender incurred hereunder shall be limited, special obligations of the Governmental Lender, payable solely and only from amounts received from the Governmental Lender pursuant to this Borrower Loan Agreement. All obligations and any liability of the Governmental Lender shall be further limited as provided in Section 4.1, 5.2 and 6.14 of the Funding Loan Agreement.

Notwithstanding anything to the contrary herein, the liability of the Borrower hereunder and under the other Borrower Loan Documents and the Funding Loan Documents shall be limited to the extent set forth in the Borrower Note.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Borrower: BAYPOINT FAMILY APARTMENTS L.P., a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

Governmental Lender: COUNTY OF CONTRA COSTA, CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

Baypoint: BAYPOINT FAMILY APARTMENTS, LLC, a California limited liability company

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

03007.44:J15314

[signature page to Borrower Loan Agreement – Baypoint Family Apartments]

## EXHIBIT A

### DESCRIPTION OF PROPERTY

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

#### PARCEL 1:

BEING ALL OF PARCELS B AND C, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 11-84", FILED FOR RECORD DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE LEGAL IS INCLUDED IN THE LOT LINE ADJUSTMENT APPLICATION LL 118-0008 RECORDED AUGUST 7, 2018 AS INSTRUMENT NO. 2018-0126023-00

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE WESTERLY 12.5 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN ON PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

#### PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE EASTERLY 10.5 FEET OF THE WESTERLY 23 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN AS SAID PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

#### PARCEL 4:

AN EXCLUSIVE EASEMENT FOR SANITARY SEWER PURPOSES AS AN APPURTENANCE TO PARCEL B, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PORTION OF PARCEL D, AS SHOWN ON SAID PARCEL MAP M.S., 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL D; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE NORTHERLY LINE OF SAID PARCEL D, SOUTH 88° 49' 24" EAST 23.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 88° 49' 24" EAST 109.23 FEET; THENCE SOUTH 86° 50' 23" WEST 109.50 FEET; THENCE NORTH 00° 55' 16" EAST 8.28 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES OVER THE EAST 12.5 FEET OF PARCEL A AS SHOWN ON THE PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO CIRCLE K CONVENIENCE STORES, INC., RECORDED FEBRUARY 5, 1985 AS INSTRUMENT NO. 85-14281 IN BOOK 12172, PAGE 15, OFFICIAL RECORDS.

APN Nos: 098-240-058-2 and 098-240-059-0

**EXHIBIT B**  
**BORROWER LOAN DOCUMENTS**

Borrower Loan Agreement

Borrower Note

Regulatory Agreement and Declaration of Restrictive Covenants

Deed of Trust

Environmental Indemnification

UCC-1 (State) Financing Statement

Flood Insurance Acknowledgement

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**FUNDING LOAN AGREEMENT**

**by and between**

**BAYPOINT FAMILY APARTMENTS, LLC**

**and the**

**COUNTY OF CONTRA COSTA, CALIFORNIA**

**dated as of November 1, 2018**

**relating to:  
\$3,500,000  
County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-2**

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## FUNDING LOAN AGREEMENT

THIS FUNDING LOAN AGREEMENT, dated as of November 1, 2018 (the "Funding Loan Agreement"), is by and between BAYPOINT FAMILY APARTMENTS, LLC, a California limited liability company ("Baypoint"), and the COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (together with any successor to its rights, duties and obligations hereunder, the "Governmental Lender").

For and in consideration of the mutual agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### DEFINITIONS AND INTERPRETATION

1.1 Definitions. The following words and terms as used in this Agreement shall have the following meanings unless the context or use otherwise requires:

"Act" means Chapter 7 of Part 5 of Division 31 (commencing with Section 52075) of the Health and Safety Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented to apply to obligations incurred as of the Closing Date.

"Affiliate" means, as to any Person, any other Person that, directly or indirectly, is in Control of, is Controlled by or is under common Control with such Person.

"Approved Institutional Buyer" means (a) a "qualified institutional buyer" as defined in Rule 144A promulgated under the United States Securities Act of 1933, as in effect on the date hereof (the "Securities Act"); (b) an "accredited investor" as defined in Sections 501(a)(1) through (3) of Regulation D promulgated under the Securities Act; (c) an entity that is directly or indirectly wholly owned or controlled by Baypoint; (d) an entity all of the investors in which are described in (a), (b) or (c) above; or (e) a custodian or trustee for a party described in (a), (b) or (c) above.

"Assignment Agreement" means that certain Assignment Agreement, dated as of November 1, 2018, executed by Governmental Lender in favor of Baypoint.

"Baypoint" means Baypoint Family Apartments, LLC, a California limited partnership, and its successors and assigns.

"Borrower" means Baypoint Family Apartments, L.P., a California limited partnership, and its successors and assigns under the Borrower Loan Documents and the Regulatory Agreement.

"Borrower Loan" means the loan made by the Governmental Lender to the Borrower pursuant to the terms of the Borrower Loan Agreement and evidenced by the Borrower Note.

"Borrower Loan Agreement" means that certain Borrower Loan Agreement, dated as of November 1, 2018, by and among the Borrower, the Governmental Lender and Baypoint, as amended and supplemented from time to time, pursuant to which the Borrower Loan is being made.

“Borrower Loan Documents” has the meaning given to it in Recital D to the Borrower Loan Agreement.

“Borrower Note” means that certain Promissory Note, dated November \_\_, 2018, in the initial principal amount of \$3,500,000, evidencing the Borrower Loan.

“Borrower Representative” means the Vice President of the administrative general partner of the Borrower, the President of the managing general partner of the Borrower, or any other person designated by action of the Borrower to be a Borrower Representative for purposes of the Borrower Loan Documents, a copy of which designation shall be delivered by the Borrower to Baypoint and the Governmental Lender.

“Closing Date” means November \_\_, 2018, being the date of issuance of the Funding Loan Note for purposes of the Code.

“Code” means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Funding Loan Note and (except as otherwise referenced herein) as it may be amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

“Control” shall mean, with respect to any Person, either (i) ownership directly or through other entities of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

“County” means the County of Contra Costa, California.

“Deed of Trust” means the Deed of Trust With Assignment of Rents, Security Agreement and Fixture Filing, made as of November 1, 2018, executed by the Borrower, as trustor, and granting a security interest in the Project to the deed of trust trustee identified therein for the benefit of the Governmental Lender to secure the Borrower’s obligations under the Borrower Note to repay the Borrower Loan, and all obligations related thereto under the Borrower Loan Agreement.

“Event of Default” means any of the events described as an event of default in Section 9.1 hereof.

“Funding Loan” means the loan originated hereunder by Baypoint to the Governmental Lender evidenced by the Funding Loan Note, for the purpose of enabling the Governmental Lender to make the Borrower Loan to the Borrower pursuant to the terms of the Borrower Loan Agreement.

“Funding Loan Agreement” means this Funding Loan Agreement, as amended and supplemented from time to time.

“Funding Loan Documents” means this Funding Loan Agreement, the Funding Loan Note, the Borrower Loan Agreement, the Regulatory Agreement, the Tax Certificate and the Assignment Agreement.

“Funding Loan Note” means the promissory note executed by the Governmental Lender in favor of Baypoint, in the initial principal amount of \$3,500,000 evidencing the Funding Loan, in the form attached hereto as Exhibit A.

“Governmental Lender” means the County of Contra Costa, California, and its successors and assigns.

“Governmental Lender Note” has the meaning given to such term in the Senior Bank Loan Agreement.

“Governmental Obligations” means, collectively, the Funding Loan Note and the Governmental Lender Note.

“Person” shall mean an individual, a corporation, a partnership, a limited liability company, a limited liability partnership, a limited partnership, a trust, an unincorporated organization or a governmental body or any agency or political subdivision thereof.

“Project” means, collectively, the 193 units of multifamily rental housing (inclusive of two manager’s units), located in the Baypoint unincorporated area of the County, currently known as Baypoint Family Apartments, and including structures, buildings, fixtures or equipment, as it may at any time exist, and any structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of such facilities, and a fee interest in the site described in the Deed of Trust.

“Regulations” means the tax regulations promulgated by the United States Department of the Treasury from time to time pursuant to the Code.

“Regulatory Agreement” means the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, by and between the Governmental Lender and the Borrower, as it may be amended and supplemented from time to time in accordance with its terms.

“Reserved Rights” means the Governmental Lender’s rights to enforce and receive payments of money directly and for its own purposes under Sections 2.7 and 2.10 of the Borrower Loan Agreement, the Governmental Lender’s rights to inspect and audit the books, records and premises of the Borrower and of the Project, its right to collect attorneys’ fees and related expenses, its right to enforce the Borrower’s covenants in the Regulatory Agreement and the Borrower’s covenants in the Borrower Loan Agreement to comply with applicable federal tax law and State law (including the Act and the rules and regulations of the Governmental Lender), the Governmental Lender’s right to receive notices and to grant or withhold consents or waivers under the Regulatory Agreement and this Funding Loan Agreement, its rights to indemnification by the Borrower under Section 2.10 of the Borrower Loan Agreement and Section 9 of the Regulatory Agreement, and its rights regarding amendments to this Funding Loan Agreement, the Regulatory Agreement, and to the provisions of the Borrower Loan Agreement in which it has Reserved Rights as described in this definition, all in accordance with the provisions hereof, of the Regulatory Agreement and of the Borrower Loan Agreement, respectively.

“Security” shall have the meaning ascribed to it in Section 7.1.

“Senior Bank Loan Agreement” means the Loan Agreement, dated as of November 1, 2018, between the Governmental Lender and Pacific Western Bank.

“Senior Borrower Loan” has the meaning given to the term “Borrower Loan” in the Senior Bank Loan Agreement.

“Senior Borrower Loan Agreement” has the meaning given to the term “Borrower Loan Agreement” in the Senior Bank Loan Agreement.

“State” means the State of California.

“Tax Certificate” means the Certificate as to Arbitrage of the Borrower and the Governmental Lender dated the Closing Date.

“Tax Counsel” means (a) Quint & Thimmig LLP, or (b) any attorney at law or other firm of attorneys selected by the Borrower and acceptable to the Governmental Lender and Baypoint of nationally recognized standing in matters pertaining to the federal tax status of interest on tax exempt obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America, but shall not include counsel for the Borrower.

“Tax Counsel No Adverse Effect Opinion” shall mean an opinion of Tax Counsel to the effect that the taking of the action specified therein will not impair the exclusion of interest on the Funding Loan Note from gross income for purposes of federal income taxation (subject to the inclusion of such customary exceptions as are acceptable to the recipient thereof).

1.2 Interpretation. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Funding Loan Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

1.3 Recitals, Titles and Headings. The terms and phrases used in the recitals of this Funding Loan Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all such terms and phrases for purposes of this Funding Loan Agreement shall be determined by references to Section 1.1 hereof. The titles and headings of the articles and sections of this Funding Loan Agreement have been inserted for convenience of reference only and are not to be considered a part hereof, and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Funding Loan Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Governmental Lender. The Governmental Lender makes the following representations and warranties:

(a) The Governmental Lender is a public body, corporate and politic duly organized and existing under the laws of the State.

(b) Under the provisions of the Act, the Governmental Lender has the power, and has taken all official actions necessary (i) to enter into the Funding Loan Documents to which it is a party, or (ii) to perform its obligations hereunder and thereunder, and

(iii) to consummate all other transactions on its part contemplated by this Funding Loan Agreement.

(c) The Funding Loan Documents to which the Governmental Lender is a party have been duly executed and delivered by the Governmental Lender and the Governmental Lender has taken such actions as are necessary to cause the Funding Loan Documents to which it is a party, when executed by the other respective parties thereto, to be valid and binding limited obligations of the Governmental Lender, enforceable against the Governmental Lender in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally.

(d) The execution and delivery of Funding Loan Documents to which it is a party, the performance by the Governmental Lender of its obligations hereunder and thereunder and the consummation of the transactions on its part contemplated hereby and thereby, will not violate any law, rule, regulation or ordinance or any order, judgment or decree of any federal, state or local court, and do not conflict with, or constitute a breach of, or a default under the terms and conditions of any agreement, instrument or commitment to which the Governmental Lender is a party or by which the Governmental Lender or any of its property is bound.

(e) The Governmental Lender has not been served with any action, suit, proceeding, inquiry or investigation or, to the knowledge of the Governmental Lender, no action, suit, proceeding, inquiry or investigation is threatened against the Governmental Lender by or before any court, governmental agency or public board or body which (i) affects or questions the existence or the territorial jurisdiction of the Governmental Lender or the title to office of any members of the Board of Directors of the Governmental Lender; (ii) affects or seeks to prohibit, restrain or enjoin the execution and delivery of the Funding Loan Documents to which the Governmental Lender is a party, or the loaning of the Funding Loan as herein set forth; (iii) affects or questions the validity or enforceability of the Funding Loan Documents; or (iv) questions the power or authority of the Governmental Lender to carry out the transactions on its part contemplated by the Funding Loan Documents.

(f) The revenues and receipts to be derived from the Borrower Loan Agreement and the Borrower Note have not been pledged by the Governmental Lender to secure any of its notes or bonds other than the Funding Loan evidenced by the Funding Loan Note.

(g) The Governmental Lender will not create, authorize or approve any mortgage, pledge, lien, charge or encumbrance of any kind on the Security or any part thereof prior to or on parity with the lien of this Funding Loan Agreement, except as expressly permitted or contemplated by the Funding Loan Documents.

Nothing in this Funding Loan Agreement shall be construed as requiring the Governmental Lender to provide any financing for the Project other than the proceeds of the Funding Loan, or to provide sufficient moneys for all of the costs of the Project.

2.2 Representations, Warranties and Covenants of Baypoint. Baypoint as of the date hereof, represents, warrants and covenants that:

(a) Baypoint is a limited liability company, organized and existing under the laws of the State and has full legal right, power and authority under the laws of the State

(i) to enter into this Funding Loan Agreement and the Borrower Loan Agreement, (ii) to perform its obligations hereunder and thereunder, and (iii) to consummate the transactions on its part contemplated by this Funding Loan Agreement and the Borrower Loan Agreement.

(b) This Funding Loan Agreement and the Borrower Loan Agreement have been duly executed and delivered by Baypoint and, when executed by the Governmental Lender and the Borrower, as applicable, will constitute valid and binding obligations of Baypoint, enforceable against Baypoint in accordance with their respective terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws or judicial decisions affecting the rights of creditors generally.

(c) The execution and delivery of this Funding Loan Agreement and the Borrower Loan Agreement, the performance by Baypoint of its obligations hereunder and thereunder and the consummation of the transactions on its part contemplated hereby and thereby will not violate any law, regulation, rule or ordinance or any order, judgment or decree of any federal, state or local court and do not conflict with, or constitute a breach of, or a default under, any document, instrument or commitment to which Baypoint is a party or by which Baypoint or any of its property is bound.

(d) Baypoint has not been served with and, to the knowledge of Baypoint, there is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency or public board or body pending or threatened against Baypoint which (i) affects or seeks to prohibit, restrain or enjoin the loaning of the amounts set forth herein to the Governmental Lender or the execution and delivery of this Funding Loan Agreement and the Borrower Loan Agreement, (ii) affects or questions the validity or enforceability of this Funding Loan Agreement or the Borrower Loan Agreement, or (iii) questions the power or authority of Baypoint to carry out the transactions on its part contemplated by, or to perform its obligations under, this Funding Loan Agreement and the Borrower Loan Agreement.

(e) Any certificate for the benefit of Governmental Lender signed by a representative of Baypoint and delivered pursuant to this Funding Loan Agreement or any of the other Funding Loan Documents shall be deemed a representation and warranty by Baypoint as to the statements made therein.

### ARTICLE III

#### THE FUNDING LOAN

3.1 Closing of the Funding Loan. The closing of the Funding Loan shall not occur until the following conditions are met:

(a) Baypoint shall have received an original executed counterpart of this Funding Loan Agreement, the Funding Loan Note, the original of the Borrower Note endorsed by the Governmental Lender without recourse to Baypoint, the Regulatory Agreement and the Borrower Loan Agreement;

(b) no Event of Default nor any event which with the passage of time and/or the giving of notice would constitute an Event of Default under this Funding Loan Agreement shall have occurred;

(c) the conditions to the closing of the Borrower Loan, the issuance of the Borrower Note and the disbursement of the Borrower Loan as set forth in Sections 1.1 and 1.2 of the Borrower Loan Agreement shall have been satisfied in full;

(d) counsel to the Borrower shall have delivered an opinion in form satisfactory to the Governmental Lender and Baypoint regarding the enforceability against the Borrower of those Borrower Loan Documents described in clause (a) above to which the Borrower is a party;

(e) Baypoint, as the initial owner of the Funding Loan Note shall have executed and delivered to the Governmental Lender a letter in the form of Exhibit B hereto;

(f) all legal matters incident to the transactions contemplated by this Funding Loan Agreement shall be concluded to the reasonable satisfaction of Tax Counsel, counsel to the Governmental Lender and counsel to Baypoint; and

(g) the Senior Bank Loan Agreement and the Senior Borrower Loan Agreement shall have been executed by the parties thereto and all conditions precedent to the issuance of the Governmental Lender Note and the initial funding of the Senior Borrower Loan contemplated thereby shall have been satisfied.

3.2 Commitment to Execute the Funding Loan Note. The Governmental Lender agrees to execute and deliver the Funding Loan Note simultaneously with the execution of this Funding Loan Agreement, the Borrower Loan Agreement, the Borrower Note, the Tax Certificate and the Regulatory Agreement.

3.3 Amount of Funding Loan. Baypoint hereby makes to the Governmental Lender, and the Governmental Lender hereby accepts from Baypoint, upon the terms and conditions set forth herein, the Funding Loan in an aggregate principal amount of \$3,500,000.

3.4 Consideration for Funding Loan and Borrower Loan. The Governmental Lender and Baypoint acknowledge and agree that the amount of the Borrower Loan (and consequently the amount of the Funding Loan) shall serve as a credit against the acquisition price of the Project site by the Borrower from Baypoint. Given the foregoing, the total principal amount of the Borrower Loan (and consequently the total principal amount of the Funding Loan) shall be deemed to have been disbursed upon the transfer of title to the Project site on the Closing Date from Baypoint to the Borrower.

## ARTICLE IV

### LIMITED LIABILITY; NOTE REGISTER

4.1 Limited Liability. All obligations and any liability of the Governmental Lender hereunder, under the Funding Loan Note, under the other Funding Loan Documents and under the Borrower Loan Documents shall be limited, special obligations of the Governmental Lender, payable solely and only from amounts received from the Borrower under the Borrower Loan Agreement, the Borrower Note and the other Borrower Loan Documents, as further described in Article V hereof. Neither the Governmental Lender nor the State or any of its political subdivisions shall be directly, indirectly, contingently or morally obligated to use any other moneys or assets to pay all or any portion of the debt service due on the Funding Loan or to satisfy any other monetary obligations of the Governmental Lender under the Funding Loan Documents, to levy or to pledge any form of taxation whatever therefor or to make any appropriation for its payment. The repayment of the Funding Loan is not secured by a pledge

of the faith and credit of the Governmental Lender or the State or any of its political subdivisions nor does the Funding Loan constitute indebtedness within the meaning of any constitutional or statutory debt limitation.

4.2 Note Register. The Funding Loan Note shall be in fully registered form. Baypoint shall maintain records (the "Note Register") as to the owner of the Funding Loan Note. Any transfer by Baypoint of its ownership of the Funding Loan Note (or by any subsequent transferee of the Funding Loan Note) shall be recorded by Baypoint in the Note Register.

#### 4.3 Transfers of Funding Loan Note.

(a) The Funding Loan Note and the Funding Loan may, in accordance with the terms of this Funding Loan Agreement but in any event subject to the provisions of Section 4.3(b), (c) and (d) hereof, be transferred by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of the Funding Loan Note for cancellation at the office of the Governmental Lender, accompanied by a written instrument of transfer in a form acceptable to the Governmental Lender, duly executed. Whenever the Funding Loan Note shall be surrendered for transfer, the Governmental Lender shall execute and deliver to the transferee thereof a new Funding Loan Note in the name of the transferee as beneficiary thereof, and the Governmental Lender shall advise Baypoint of the transfer for purposes of Section 4.2.

(b) Notwithstanding any other provision hereof, the Funding Loan Note may not be registered in the name of, or transferred to, any person except an Approved Institutional Buyer that executes and delivers to the Governmental Lender a letter substantially in the form attached hereto as Exhibit B.

(c) The Funding Loan Note may only be transferred in whole.

(d) The Governmental Lender may require the payment by the entity requesting any such transfer of any tax, fee or other governmental charge required to be paid with respect to such transfer. The cost of printing any new Funding Loan Note and any services rendered or any out-of-pocket expenses incurred by the Governmental Lender in connection therewith shall be paid by the transferor of the Funding Loan Note.

(e) Baypoint shall indemnify and defend the Governmental Lender against any claim brought by any transferor or transferee of the Funding Loan Note in respect of the Borrower Loan Documents in the event that Baypoint permits a transfer of a Funding Loan Note in violation of the restrictions in Sections 4.3(b), (c) and (d) above.

## ARTICLE V

### REPAYMENT OF THE FUNDING LOAN

#### 5.1 Funding Loan Repayment.

(a) The Funding Loan shall be evidenced by the Funding Loan Note which shall be executed by the Governmental Lender in the form attached hereto as Exhibits A. The Governmental Lender agrees to pay to Baypoint, but only from amounts received by the Governmental Lender (or Baypoint, in its capacity as agent for the Governmental Lender under this Funding Loan Agreement) from the Borrower pursuant to the Borrower Loan Agreement, the Borrower Note and the other Borrower Loan Documents, principal of and interest on the Funding Loan at the times, in the manner, in the amount and as provided in the Funding Loan Note and this Funding Loan Agreement.

Interest on the Funding Loan Note shall be paid at the same rate, on the same dates and in the same amounts as the interest payable on the Borrower Note. The payment or prepayment of principal of or premium, if any, on the Funding Loan Note shall be identical with and shall be made on the same terms and conditions as the principal of or premium, if any, on the Borrower Note. Any payment by the Borrower of principal and interest or premium, if any, on the Borrower Note shall be deemed to be like payments or prepayments of principal and interest or premium, if any, on the Funding Loan Note.

(b) The Governmental Lender further agrees to cause the Borrower to pay, solely by the execution of the Borrower Loan Agreement and the assignment thereof to Baypoint and appointment of Baypoint as agent for the Governmental Lender under this Funding Loan Agreement, all late charges and prepayment penalties as set forth in the Funding Loan Note, all taxes and assessments, general or special, including, without limitation, all ad valorem taxes, concerning or in any way related to the Project, or any part thereof, and any other governmental charges and impositions whatsoever, foreseen or unforeseen, and all utility and other charges and assessments; provided, however, that the Governmental Lender reserves the right to contest in good faith the legality of any tax or governmental charge concerning or in any way related to the Project and the Governmental Lender's obligations hereunder will be limited as provided in Sections 4.1, 5.2 and 6.14 hereof.

5.2 Nature of the Governmental Lender's Obligations. The Governmental Lender shall repay the Funding Loan Note, but only from amounts received by the Governmental Lender or Baypoint (in its capacity as assignee of the Governmental Lender under this Funding Loan Agreement) from the Borrower pursuant to the Borrower Loan Agreement, the Borrower Note and the other Borrower Loan Documents, pursuant to the terms of the Funding Loan Note irrespective of any rights of set-off, recoupment or counterclaim the Governmental Lender might otherwise have against Baypoint or any other person. The Governmental Lender will not suspend, discontinue or reduce any such payment or (except as expressly provided herein) terminate this Funding Loan Agreement for any cause, including, without limiting the generality of the foregoing, (i) any delay or interruption in the acquisition, rehabilitation or operation of any of the Project; (ii) the failure to obtain any permit, order or action of any kind from any governmental agency relating to the Funding Loan or the Project; (iii) any event constituting force majeure; (iv) any acts or circumstances that may constitute commercial frustration of purpose; (v) any change in the laws of the United States of America, the State or any political subdivision thereof; or (vi) any failure of the Governmental Lender or Baypoint to perform or observe any covenant whether expressed or implied, or to discharge any duty, liability or obligation arising out of or connected with the Funding Loan Note; it being the intention of the parties that, as long as any of the Funding Loan Note or any portion thereof remains outstanding and unpaid, the Governmental Lender shall be obliged to repay the Funding Loan, but only from amounts received by the Governmental Lender or Baypoint (in its capacity as assignee of the Governmental Lender under this Funding Loan Agreement) from the Borrower pursuant to the Borrower Loan Agreement, the Borrower Note and the other Borrower Loan Documents. This Section 5.2 shall not be construed to release the Governmental Lender from any of its obligations hereunder, or, except as provided in this Section 5.2, to prevent or restrict the Governmental Lender from asserting any rights which it may have against Baypoint under the Funding Loan Note or under any provision of law or to prevent or restrict the Governmental Lender from prosecuting or defending any action or proceeding by or against Baypoint or the Borrower or taking any other action to protect or secure its rights, or to prevent or restrict Baypoint from asserting any rights which it may have against the Borrower.

Notwithstanding the foregoing, neither the members of the Board of Supervisors of the Governmental Lender nor the officers or agents of the Governmental Lender shall be personally

liable for the amounts owing under this Funding Loan Agreement, the Funding Loan Note or any of the other Funding Loan Documents; and Baypoint's remedies in the event of a default under the Funding Loan shall be limited to those remedies set forth in Section 9.3 hereof and, if a default also exists under the Borrower Loan Agreement or the Borrower Note, to commence foreclosure under Deed of Trust and the other Borrower Loan Documents and the exercise of the power of sale or other rights granted thereunder. In the event of a default hereunder or under the Funding Loan Note, Baypoint shall not have the right to proceed directly against the Governmental Lender or the right to obtain a deficiency judgment from the Governmental Lender after foreclosure. Nothing contained in the foregoing shall limit any rights or remedies the Governmental Lender or Baypoint may have against the Borrower.

## ARTICLE VI

### FURTHER AGREEMENTS

6.1 Successor to the Governmental Lender. The Governmental Lender will at all times use its best efforts to maintain the powers, functions, duties and obligations now reposed in it pursuant to law or assure the assumptions of its obligations hereunder by any public trust or political subdivision succeeding to its powers.

6.2 Additional Instruments. The Governmental Lender hereby covenants to execute and deliver, or cause to be executed and delivered, at the expense of the Borrower, such additional instruments and to perform such additional acts, or cause the performance of such additional acts, as may be necessary, in the written opinion of Baypoint, acting in good faith, to carry out the intent of this Funding Loan Agreement and the Funding Loan Note or to perfect or give further assurances of any of the rights granted, or provided for in this Funding Loan Agreement, the Assignment Agreement or the other Funding Loan Documents.

6.3 Books and Records. The Governmental Lender shall, solely by the execution of the Borrower Loan Agreement and the assignment thereof to Baypoint, and subject to the provisions of Sections 4.1, 5.2 and 6.14 hereof, cause the Borrower to permit Baypoint or its duly authorized representatives access during normal business hours to the books and records of the Borrower pertaining to the Borrower Loan and the Project, and to make such books and records available for audit and inspection, at reasonable times and under reasonable conditions to the Governmental Lender, Baypoint and their duly authorized representatives, and at the sole expense of the Borrower.

6.4 Notice of Certain Events. The Governmental Lender hereby covenants to advise Baypoint promptly in writing of the occurrence of any Event of Default under and as defined in the Borrower Loan Agreement or of the Regulatory Agreement of which it has received written notice, or any event which, with the passage of time or service of notice, or both, would constitute an Event of Default thereunder of which it has received written notice, in each case by transmitting to Baypoint a copy of the notice of such Event of Default or event received by the Governmental Lender.

6.5 Compliance with Usury Laws. Notwithstanding any other provision of this Funding Loan Agreement, it is agreed and understood that in no event shall this Funding Loan Agreement, with respect to the Funding Loan Note, be construed as requiring the Governmental Lender or any other person to pay interest and other costs or considerations that constitute interest under any applicable law which are contracted for, charged or received pursuant to this Funding Loan Agreement and the Funding Loan Note in an amount in excess of the maximum amount of interest allowed under any applicable law.

In the event of any acceleration of the payment of the principal amount of the Funding Loan Note, that portion of any interest payment in excess of the maximum legal rate of interest, if any, provided for in this Funding Loan Agreement and the Funding Loan Note or related documents shall be cancelled automatically as of the date of such acceleration, or if theretofore paid, credited to the principal amount then owing on the related Funding Loan Note.

The provisions of this Section prevail over any other provision of this Funding Loan Agreement.

6.6 No Reliance on Governmental Lender. In entering into this Funding Loan Agreement and the Borrower Loan Agreement, Baypoint has not looked to, or expected, the Governmental Lender to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project (including the financing or management thereof) or any other matter pertaining to the merits or risks of the transactions contemplated by this Funding Loan Agreement and the Borrower Loan Agreement, or the adequacy of the funds pledged to Baypoint to secure repayment of the Funding Loan Note. The Governmental Lender has made no representations to any party relating to the Borrower, the Project, the Borrower Loan or the security or sources of payment therefor, except as expressly stated in this Funding Loan Agreement, the Borrower Loan Agreement, the Tax Certificate, Assignment of Deed of Trust and the Regulatory Agreement.

6.7 No Arbitrage. Solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, the Governmental Lender shall not take nor permit nor suffer to be taken, any action with respect to the proceeds of Funding Loan Note or the Governmental Lender Note which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Funding Loan Note or the Governmental Lender Note to be an "arbitrage bond" within the meaning of section 148 of the Code and the Regulations promulgated thereunder. The Governmental Lender covenants, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, to cause the Borrower to rebate to the United States Treasury any amounts which are required to be rebated thereto pursuant to the Code and any regulations promulgated thereunder with respect to the Funding Loan Note and the Governmental Lender Note, and the Borrower shall cause payment of an amount equal to excess investment earnings with respect to the Governmental Obligations to the United States in accordance with the Regulations, all at the sole expense of the Borrower.

6.8 Limitation on Issuance Costs. The Governmental Lender shall assure, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and the Tax Certificate, that, from the proceeds of the Governmental Lender Note received by the Governmental Lender and any investment earnings thereon, an amount not in excess of two percent (2%) of the aggregate amount of the Governmental Obligations shall be used to pay for, or provide for the payment of costs associated with the issuance, execution and delivery of the Governmental Obligations. For this purpose, if the fees of Pacific Western Bank are retained as a discount on the purchase of the Governmental Lender Note, such retention shall be deemed to be an expenditure of proceeds of the Governmental Obligations for said fees.

6.9 Federal Guarantee Prohibition. The Governmental Lender shall take no action nor, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, permit nor suffer any action to be taken if the result of the same would be to cause the Funding Loan Note or the

Governmental Lender Note to be “federally guaranteed” within the meaning of Section 149(b) of the Code.

6.10 Prohibited Facilities. The Governmental Lender, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, shall assure that no portion of the proceeds of the Funding Loan Note or the Governmental Lender Note shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. The Governmental Lender, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, shall assure that no portion of the proceeds of the Funding Loan Note or the Governmental Lender Note shall be used for an office unless the office is located on the premises of the facilities constituting a portion of the Project and unless not more than a de minimus amount of the functions to be performed at such office is not related to the day-to-day operations of one or more of the Project.

6.11 Use Covenant. Solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, the Governmental Lender shall not use or knowingly permit the use of any proceeds of Funding Loan Note, of the Governmental Lender Note or of any other funds of the Governmental Lender, directly or indirectly, in any manner, and shall not take or permit to be taken any other action or actions, which would result in the Funding Loan Note and the Governmental Lender Note not meeting the requirements of Section 142(d) of the Code as applicable to the Project.

6.12 Limitation of Expenditure of Proceeds. The Governmental Lender shall assure, solely in reliance upon the covenants and representations of the Borrower in the Borrower Loan Agreement, in the Regulatory Agreement and in the Tax Certificate, that not more than 3 percent of the amount advanced on the Senior Borrower Loan is used for other than Qualified Project Costs (as defined in the Regulatory Agreement) and that the amount of the Borrower Loan and any amount advanced on the Senior Borrower Loan used for land or an interest in land total less than 25 percent of the total of the Borrower Loan and the Senior Borrower Loan.

6.13 Tax-Exempt Status of Governmental Obligations. The Governmental Lender covenants to and for the benefit of Baypoint that, notwithstanding any other provisions of this Funding Loan Agreement or any other instrument, it will:

(a) not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions expressly required of it under this Funding Loan Agreement, which would cause the interest payable on the Funding Loan Note to be includable in gross income of the owner of the Funding Loan Note for federal income tax purposes;

(b) whenever and so often as requested by Baypoint, the Governmental Lender (at the sole cost and expense of the Borrower) shall do and perform all acts and things permitted by law and necessarily desirable in order to assure the interest paid by the Governmental Lender on the Funding Loan Note will be excluded from the gross income of the owner of the Funding Loan Note for federal income tax purposes pursuant to Section 103 of the Code, except in the event where the owner of the Funding Loan Note is a “substantial user” of the facilities financed with the Funding Loan or a “related person” within the meaning of Section 147(a) of the Code;

(c) not knowingly take or cause to be taken any action or actions, or knowingly fail to take any action or actions expressly required of it under the Senior Bank Loan Agreement, which would cause the interest payable on the Governmental Lender Note to be includable in gross income of the owner of the Governmental Lender Note for federal income tax purposes; and

(d) whenever and so often as requested by Baypoint, the Governmental Lender (at the sole cost and expense of the Borrower) shall do and perform all acts and things permitted by law and necessarily desirable in order to assure the interest paid by the Governmental Lender on the Governmental Lender Note will be excluded from the gross income of the owner of the Governmental Lender Note for federal income tax purposes pursuant to Section 103 of the Code, except in the event where the owner of the Governmental Lender Note is a "substantial user" of the facilities financed with the Funding Loan or a "related person" within the meaning of Section 147(a) of the Code.

For purposes of this Section 6.13 the Governmental Lender's compliance shall be based solely on matters within the Governmental Lender's knowledge and control and no acts, omissions or directions of the Borrower, Baypoint or any other Person shall be attributed to the Governmental Lender.

In complying with the foregoing covenants, the Governmental Lender may rely from time to time on an opinion of Tax Counsel.

The covenants of the Governmental Lender in this Section 6.13 are made solely in reliance on the representations and covenants of the Borrower set forth in the Borrower Loan Agreement, the Tax Certificate and the Regulatory Agreement and a default by the Borrower with respect thereto shall not be considered a default of the Governmental Lender hereunder. The covenants of the Governmental Lender in this Section 6.13 are limited to those actions within its control, and further limited to the extent that the costs and expenses of taking such actions are to be borne by the Borrower or a third party.

#### 6.14 Immunities and Limitations of Responsibility of Governmental Lender.

(a) The Governmental Lender shall be entitled to the advice of counsel, and the Governmental Lender shall be wholly protected as to action taken or omitted in reliance on such advice. The Governmental Lender may rely conclusively on any written or other document furnished to it hereunder or under the Borrower Loan Agreement and reasonably believed by it to be genuine. The Governmental Lender shall in no event be liable for the application or misapplication of funds or for other acts or defaults by any person, except its own officers and employees. When any payment or consent or other action by it is called for hereby, it may defer such action pending receipt of such evidence (if any) as it may require in support thereof. The Governmental Lender shall not be required to take any remedial action (other than the giving of notice) hereunder or under any of the other Funding Loan Documents unless indemnity in a form acceptable to the Governmental Lender is furnished for any expense or liability to be incurred in connection with such remedial action. The Governmental Lender shall be entitled to reimbursement from the Borrower for its expenses reasonably incurred or advances reasonably made, with interest at the maximum rate of interest permitted under applicable law, in the exercise of its rights or the performance of its obligations hereunder, to the extent that it acts without previously obtaining indemnity. No permissive right or power to act which the Governmental Lender may have shall be construed as a requirement to act; and no delay in the exercise of a right or power shall affect its subsequent exercise of the right or power.

(b) A default by the Borrower in any of its covenants, representations and agreements in the Borrower Loan Agreement, Regulatory Agreement or Tax Certificate on which the Governmental Lender is relying in the various sections of this Article VI shall not be considered a default hereunder by the Governmental Lender.

(c) The Borrower has indemnified the Governmental Lender against certain acts and events as set forth in Section 2.10 of the Borrower Loan Agreement and Section 9 of the Regulatory Agreement. Such indemnity shall survive payment of the Funding Loan and discharge of this Funding Loan Agreement.

THE GOVERNMENTAL LENDER MAKES NO REPRESENTATION, COVENANT OR AGREEMENT AS TO THE FINANCIAL POSITION OR BUSINESS CONDITION OF THE BORROWER OR THE PROJECT AND DOES NOT REPRESENT OR WARRANT AS TO ANY STATEMENTS, MATERIALS, REPRESENTATIONS OR CERTIFICATIONS FURNISHED BY THE BORROWER IN CONNECTION WITH THE FUNDING LOAN OR THE BORROWER LOAN, OR AS TO THE CORRECTNESS, COMPLETENESS OR ACCURACY THEREOF.

## ARTICLE VII

### SECURITY

7.1 Security for the Funding Loan. To secure the payment of the Funding Loan and the Funding Loan Note, the Governmental Lender hereby grants, bargains, sells, conveys, assigns, transfers, hypothecates, pledges and sets over to Baypoint (excepting only the Reserved Rights) a lien on and security interest in the following described property (collectively, the "Security"):

(a) All right, title and interest of the Governmental Lender in, to and under the Borrower Loan Agreement and the Borrower Note, including, without limitation, all rents, revenues and receipts derived by the Governmental Lender from the Borrower relating to the Project and including, without limitation, all income, revenues, proceeds and other amounts to which Governmental Lender is entitled to derive from or in connection with the Project and the Borrower Loan Documents, including all amounts due under the Borrower Loan Agreement, the Borrower Note or the other Borrower Loan Documents and all amounts obtained after the exercise of the remedies provided in the Borrower Loan Documents and all receipts credited under the provisions of the Borrower Loan Agreement against said amounts payable;

(b) All right, title and interest of the Governmental Lender in, to and under the other Borrower Loan Documents, together with all rights, remedies, privileges and options pertaining to, the Borrower Loan Documents, and all other payments, revenues and receipts derived by the Governmental Lender under and pursuant to, and subject to the provisions of, the Borrower Loan Documents;

(c) All right, title and interest of the Governmental Lender in and to (i) the right to collect and receive net proceeds of any policy of insurance maintained pursuant to the Borrower Loan Documents; (ii) any award or payment becoming payable to Governmental Lender under the Borrower Loan Documents by reason of any condemnation of the Project, any improvements located thereon or any conveyance in lieu of condemnation; and (iii) any bankruptcy, insolvency, reorganization or condemnation proceeding involving the Borrower or party related to the Borrower with respect to the Borrower Loan Documents; and

(d) Any and all other real or personal property of every kind and nature or description, which may from time to time hereafter, by delivery or by writing of any kind, be subject to the lien of this Funding Loan Agreement as additional security by Governmental Lender or anyone on its part or with its consent or which pursuant to any of the provisions hereof or the Borrower Loan Documents may come into the possession or control of Baypoint.

The pledge and assignment of the security interest granted in the Security pursuant to this Section 7.1 for the payment of principal of, premium, if any, and interest on the Funding Loan Note, in accordance with its terms and provisions and for the payment of all other amounts due hereunder, shall attach and be valid and binding from and after the time of the delivery of the Funding Loan Note by the Governmental Lender. The Security so pledged and/or thereafter received by Governmental Lender or Baypoint shall immediately be subject to the lien of such pledge and security interest without any physical delivery or recording thereof or further act, and the lien of such pledge and security interest shall be valid and binding and prior to the claims of any and all parties having claims of any kind whether in tort, contract or otherwise against Governmental Lender irrespective of whether such parties have notice thereof.

7.2 Suits to Protect the Security. Baypoint shall have the power to institute and maintain such proceedings as Baypoint may deem expedient to prevent any impairment of the Security by any acts that may be unlawful or in violation of this Funding Loan Agreement and to protect the interest in the Security and in the rent, issues, profits, revenues and other income arising therefrom.

## ARTICLE VIII

### AGENCY

8.1 Appointment of Baypoint as Agent. The Governmental Lender hereby irrevocably appoints Baypoint as its agent with full authority and power to act on its behalf for the purposes set forth herein and to do all other acts necessary or incidental to the performance and execution thereof, except for the Reserved Rights.

8.2 Authority of Baypoint. Baypoint is authorized and agrees to advance monies on behalf of the Governmental Lender to fund the Borrower Loan upon satisfaction of the conditions set forth in the Borrower Loan Agreement and otherwise to act on behalf of the Governmental Lender under the Borrower Loan Documents, except for the Reserved Rights. Except for the Reserved Rights, Baypoint is hereby authorized, directed and empowered to exercise all the rights, powers or remedies of the Governmental Lender under the Borrower Loan Agreement and the other Borrower Loan Documents, and to make all determinations and exercise all options and elections thereunder, without the necessity of further advice or consultation with, or consent or authorization by, the Governmental Lender, and all actions taken by Baypoint under the Borrower Loan Agreement or any of the other Borrower Loan Documents shall be valid and shall have the same force and effect, as if taken by the Governmental Lender. Baypoint shall have the right to exercise any rights, remedies, conferred on the Governmental Lender pursuant to the Borrower Loan Documents (except for the Reserved Rights) as may be necessary or convenient to (i) enforce the payment of any amounts owing by Borrower under the Borrower Loan Documents and prepayments thereof, or (ii) otherwise to protect the interest of the Governmental Lender or Baypoint upon a default by Borrower under the Borrower Loan Documents. Baypoint agrees to provide the Governmental Lender any notices given by it or delivered to it pursuant to the Borrower Loan Agreement

regarding the occurrence of an Event of Default (as defined in the Borrower Loan Agreement), the acceleration of the Borrower Loan or the foreclosure of the Deed of Trust and shall provide written notice to Governmental Lender of any amendment to the Borrower Note or the Borrower Loan Agreement. Baypoint shall have the right to collect all payments and other amounts received by the Governmental Lender from or on behalf of the Borrower pursuant to the Borrower Loan Agreement or the other Borrower Loan Documents, including prepayments thereof, except for payments of amounts owing by the Borrower to the Governmental Lender in respect of the Reserved Rights.

8.3 Successor Agent. Anything herein to the contrary notwithstanding, any corporation or association into which Baypoint may be converted or merged or with which it may be consolidated or to which it may sell or transfer its business and assets as a whole or substantially as a whole or any corporation or association resulting from any conversion, sale, merger, consolidation or transfer to which it is a party will, ipso facto, be and become Baypoint hereunder and vested with all of the title to the whole property and all the powers, discretion, immunities, privileges, obligations and all other matters as was its predecessor, without the execution or filing of any instruments or any further act, deed or conveyance on the part of the parties hereto.

8.4 Consent to Assignment. The Governmental Lender agrees that Baypoint shall have the right to assign all of its rights under this Agreement, and under all instruments and documents executed by the Governmental Lender pursuant to this Agreement, to an Affiliate of Baypoint, or to a subsequent owner of all of the Funding Loan Note and the Funding Loan as permitted under Section 4.3. Baypoint will advise the Governmental Lender in writing of any such assignment and the Governmental Lender will execute and deliver to Baypoint any documents (at the expense of Baypoint) necessary to effectuate such assignment in forms provided by Baypoint, and will not take any action to impair Baypoint's right to assign such rights pursuant to this Section.

8.5 Power of Attorney. The Governmental Lender hereby irrevocably makes, constitutes and appoints Baypoint (and any of Baypoint's officers, employees or agents, as appropriate and as designated by Baypoint) as the Governmental Lender's true and lawful attorney-in-fact with full power of substitution, subject to the Reserved Rights, to (a) sign in the name of the Governmental Lender any assignments, notices of default, notices of election to sell, assignments and substitutions of trustee or similar documents necessary or appropriate to enforce the remedies of the Governmental Lender under the Borrower Loan Agreement, the Borrower Note, the Deed of Trust or any of the other Borrower Loan Documents, including complaints, motions and any other pleadings necessary to secure the appointment of a receiver under the Deed of Trust, (b) to appear in any bankruptcy, insolvency, reorganization, condemnation or other action or proceeding, and (c) to prepare applications for, negotiate and settle claims, and collect any distribution, award or other amount becoming payable through or as the result of (i) any such proceedings, (ii) any insured or uninsured casualty loss, or (iii) any condemnation, taking or conveyance in lieu of condemnation of any of the assets that are the subject of the Borrower Loan Agreement, the Borrower Note, the Deed of Trust or the other Borrower Loan Documents. The power of attorney granted by the Governmental Lender to Baypoint hereunder, being coupled with Baypoint's interest in the Funding Loan, is irrevocable until all of the obligations of Governmental Lender under the Funding Loan Note have been satisfied and discharged in full.

8.6 Acceptance. Baypoint hereby accepts the assignments and pledge made herein for the purpose of securing the payments due pursuant to the Funding Loan Agreement.

8.7 Conditions. This Article VIII shall confer no obligations or impose no duties upon Baypoint beyond those expressly provided in this Funding Loan Agreement and the Borrower Loan Agreement. This Article VIII shall confer no obligations or impose no duties upon the Governmental Lender beyond those expressly provided in this Funding Loan Agreement.

## ARTICLE IX

### EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default. Each of the following shall be an “Event of Default”:

(a) The Governmental Lender shall fail to perform or observe any of its covenants or agreements contained in this Funding Loan Agreement or the Funding Loan Note including the failure to pay any installment of interest or principal on the Funding Loan Note, and such failure shall continue during and after the period specified in Section 9.2; or

(b) Any representation or warranty of the Governmental Lender hereunder shall be determined by Baypoint to have been false in any material respect when made; or

(c) The Borrower shall fail to pay to the Governmental Lender when due the amounts required to be paid under the Borrower Loan Agreement or the Borrower Note, including a failure to repay any amounts which have been previously paid but are recovered, attached or enjoined pursuant to any insolvency receivership, liquidation or similar proceedings after the expiration of any curative provision contained therein; or

(d) the occurrence of any other Event of Default under and as defined in the Borrower Loan Agreement; or

(e) the occurrence of any Event of Default under and as defined in the Senior Bank Loan Agreement or the Senior Borrower Loan Agreement, after taking into account any notice and cure periods provided for therein.

9.2 Notice of Default; Opportunity to Cure. No default under Section 9.1 hereof shall constitute an Event of Default until:

(a) The Governmental Lender by registered or certified mail, shall have received notice from Baypoint of such default specifying the same and stating that such notice is a “Notice of Default”; and

(b) With respect to an event described in Section 9.1(a) only, the Governmental Lender shall have had 30 days after receipt of such notice to correct the default and shall not have corrected it; provided, however, that if the default stated in the notice is of such a nature that it cannot be corrected within 30 days, such default shall not constitute an Event of Default hereunder so long as (i) the Governmental Lender or the Borrower institutes corrective action within said 30 days, and diligently pursues such action until the default is corrected, but in no event later than 60 days after the occurrence of such Event of Default, and (ii) in the opinion of the Tax Counsel to the Governmental Lender, the failure to cure said default within 30 days will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Funding Loan Note. The Governmental Lender may, but shall not in any way be required to, correct a default on behalf of the Borrower under the Borrower Loan Agreement or the Borrower Note.

9.3 Remedies. Whenever any Event of Default under Section 9.1 hereof shall have happened and be continuing, Baypoint may take whatever remedial steps as may be allowed under the law, this Funding Loan Agreement and the other Funding Loan Documents. Upon the occurrence of an Event of Default, Baypoint may (i) by notice in writing to the Governmental Lender, declare the principal of the Funding Loan Note then outstanding, and the interest accrued and any premium thereon, to be due and payable immediately, upon any such declaration the same shall become and shall be immediately due and payable, anything in this Funding Loan Agreement or in the Funding Loan Note contained to be contrary notwithstanding, and/or (ii) pursue such other remedies as are permitted under applicable law, subject in any event to the provisions of Sections 4.1, 5.2 and 6.14 hereof. Upon the occurrence and during the continuance of an Event of Default, Baypoint shall have all rights, powers and remedies with respect to the Security as are available under the Uniform Commercial Code applicable thereto or as available under any other applicable law at the time in effect and, without limiting the generality of the foregoing, Baypoint may proceed at law or in equity or otherwise, to the extent permitted by applicable law: (a) to take possession of the Security or any part thereof, with or without legal process, and to hold, service and administer and enforce any rights thereunder or thereto, and otherwise exercise all rights of ownership thereof, including (but not limited) the sale of all or any part of the Security; (b) to become mortgagee of record for the Borrower Loan; (c) to take such actions necessary to enforce the Borrower Loan Documents and the Funding Loan Documents on its own behalf, to take such alternate courses of action, as it may deem appropriate; or (d) to take such steps to protect and enforce its rights whether by action, suit or proceeding and equity or at law for the specific performance of any term, condition or agreement in this Funding Loan Agreement, the Funding Loan Note or the other Funding Loan Documents or in and on the execution of any power herein granted, or for the foreclosure hereunder, or for the enforcement of any other appropriate legal or equitable remedy or otherwise as Baypoint may elect, subject in any event to the Reserved Rights.

9.4 Attorneys' Fees and Expenses. If an Event of Default occurs and if the Governmental Lender or Baypoint should employ attorneys or incur expenses for the enforcement of any obligation or agreement of the Governmental Lender contained herein, the Governmental Lender shall cause the Borrower (solely by its execution and assignment of the Borrower Loan Agreement) on demand to pay to the Governmental Lender or Baypoint the reasonable fees of such attorneys and the reasonable expenses so incurred, including court appeals.

9.5 No Remedy Exclusive. No remedy herein conferred upon or reserved to Baypoint is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Funding Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Baypoint to exercise any remedy reserved to it in this Article IX, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

9.6 No Additional Waiver Implied by One Waiver. In the event any agreement or covenant contained in this Funding Loan Agreement should be breached by the Governmental Lender or the Borrower and thereafter waived by Baypoint, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder including any other breach of the same agreement or covenant.

9.7 Actions Under Borrower Loan Documents. Whether or not an Event of Default has occurred, Baypoint, in its sole discretion, shall have the sole right to waive or forebear any term,

condition, covenant or agreement in the Borrower Loan Documents applicable to the Borrower or any breach thereof, other than the covenant that would adversely impact the tax-exempt status of the interest on the Funding Loan Note and provided that Baypoint shall have no right to waive and the Governmental Lender may seek specific performance by Borrower to enforce the Reserved Rights.

9.8 Application on Money Collected. Any money collected by Baypoint pursuant to this Article and any other sums held by Baypoint as part of the Security, shall be applied in the following order, at the date or dates fixed by Baypoint:

(a) First, to the payment of any and all amounts due under the Funding Loan Documents other than with respect to principal and interest accrued on the Funding Loan, including, without limitation, any amounts due to Governmental Lender or Baypoint;

(b) Second, to the payment of the whole amount of the Funding Loan, as evidenced by the Funding Loan Note, then due and unpaid and respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected or sum sufficient therefor has been so collected at the rates prescribed therefore in the Funding Loan Note) on overdue principal of and any premium on the Funding Loan so called provided, however, that partial payments of any portion of the Funding Loan shall be applied by Baypoint in such order priority as Baypoint may determine in its sole and absolute discretion; and

(c) Third, the remainder, if any to the person legally entitled thereto.

## ARTICLE X

### MISCELLANEOUS

10.1 Entire Agreement. This Funding Loan Agreement, the Funding Loan Note and the other Funding Loan Documents constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, between the Governmental Lender and Baypoint with respect to the subject matter hereof.

10.2 Notices. All notices, certificates or other communications shall be in writing and shall be sufficiently given and shall be deemed given on the second day following the date on which the same have been personally delivered or mailed by first class mail postage prepaid, addressed as follows:

If to the Governmental Lender:	County of Contra Costa, California Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Assistant Deputy Director Telephone: (925) 674-7888
--------------------------------	---

If to the Borrower: Baypoint Family Apartments, L.P.  
c/o Meta Housing Corporation  
11150 West Olympic Boulevard, Suite 620  
Los Angeles, California 90094  
Attention: President  
Telephone: (310) 575-3543

with a copy to: Bocarsly Emden Cowan Esmail &  
Arndt LLP  
633 West 5th Street, 64th Floor  
Los Angeles, California 90071  
Attention: Nicole Deddens, Esq.  
Telephone: (213) 239-8029

with a copy to: [to come – equity partner’s address]

and a copy to: [to come – equity partner’s attorney’s address]

If to Baypoint: Baypoint Family Apartments, LLC  
c/o Meta Housing Corporation  
11150 West Olympic Boulevard, Suite 620  
Los Angeles, California 90094  
Attention: President  
Telephone: (310) 575-3543

10.3 Assignments. Except as provided in Section 4.3, neither this Funding Loan Agreement nor the Borrower Loan Agreement may be assigned by any party hereto or thereto in whole or in part without the prior written consent of the other, which consent shall not be unreasonably withheld; and, in the case of the Governmental Lender, to the extent such assignment is not in contravention of its policies for multifamily housing revenue debt obligations.

10.4 Severability. If any provision of this Funding Loan Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.

10.5 Execution of Counterparts. This Funding Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.6 Amendments, Changes and Modifications. Except as otherwise provided in this Funding Loan Agreement, this Funding Loan Agreement may not be effectively amended, changed, modified, altered or terminated without the written consent of the parties hereto. The Baypoint may require, as a condition to any amendment, change or modification of this Funding Loan Agreement or the other Funding Loan Documents that Baypoint shall have received, at the expense of the Borrower, an opinion of Tax Counsel that such amendment shall not adversely affect the exclusion of interest on the Funding Loan Note from gross income for purposes of federal income tax.

10.7 Governing Law; Venue. This Funding Loan Agreement and the Funding Loan Note shall be governed by and shall be enforceable in accordance with the laws of the State

applicable to contracts made and performed in the State, and venue shall be the County unless the Governmental Lender waives this requirement in writing.

10.8 Term of Agreement. This Funding Loan Agreement shall be in full force and effect from the date hereof until such time as the Funding Loan shall have been fully paid or provision made for such payment. Time is of the essence in this Funding Loan Agreement.

10.9 Survival of Agreement. All agreements, representations and warranties made herein shall survive the making of the Funding Loan.

10.10 Nonrecourse Obligation of the Borrower. Except as otherwise provided in the Borrower Loan Agreement, any obligations of the Borrower under this Funding Loan Agreement are without recourse to the Borrower or to the Borrower's partners or members, as the case may be, and the provisions of Section 9.1 of the Borrower Loan Agreement are by this reference incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, all as of the date first above written.

COUNTY OF CONTRA COSTA,  
CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

BAYPOINT FAMILY APARTMENTS, LLC,  
a California limited liability company

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

[Signature Page to Funding Loan Agreement – Baypoint Family Apartments]

03007.44:J15316

**EXHIBIT A**

**COUNTY OF CONTRA COSTA, CALIFORNIA  
MULTIFAMILY HOUSING REVENUE NOTE  
(BAYPOINT FAMILY APARTMENTS) SERIES 2018B-2**

dated November \_\_, 2018

FOR VALUE RECEIVED, the County of Contra Costa, California (the "Governmental Lender"), acknowledges itself indebted and hereby promises to pay to the order of Baypoint Family Apartments, LLC ("Baypoint"), or its successors and assigns, the sum of three million five hundred thousand dollars (\$3,500,000.00), together with interest thereon at the same interest rate as the applicable interest rate specified in the Borrower Loan Agreement with respect to the Borrower Note, until the Governmental Lender's obligation to pay the Outstanding Balance (as hereinafter defined) shall be discharged. The Outstanding Balance shall mean the original principal amount of the Funding Loan that has not been repaid by the Governmental Lender to Baypoint as of the date of calculation of the Outstanding Balance. This Note shall be governed by and be payable in accordance with the terms and conditions of the Funding Loan Agreement dated as of November 1, 2018 (the "Funding Loan Agreement"), between Baypoint and the Governmental Lender pursuant to which Baypoint has made the Funding Loan to the Governmental Lender.

This Note is issued to evidence the Funding Loan by Baypoint to the Governmental Lender and the obligation of the Governmental Lender to repay the same, but only from amounts received by or on behalf of the Governmental Lender from Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower"), pursuant to a Loan Agreement, dated as of November 1, 2018, by and among the Governmental Lender, Baypoint and the Borrower (the "Borrower Loan Agreement") and the other Borrower Loan Documents (as defined in the Borrower Loan Agreement).

Monthly payments of principal and interest shall be payable under this Note to the same extent as payments of principal and interest are due and payable on the Borrower Note, as provided in the Borrower Loan Agreement. The Outstanding Balance of this Note shall be due and payable in its entirety on November 1, 2073.

The Funding Loan and this Note are pass-through obligations relating to the Borrower Loan made by Governmental Lender from the proceeds of the Funding Loan to the Borrower under the Borrower Loan Agreement. Reference is made to the Borrower Loan Agreement and to the Borrower Note for complete payment and prepayment terms of the Borrower Note.

In the event the Governmental Lender fails to make the timely payment of any monthly payment due on this Note, and such payment remains unpaid for a period of ten (10) days subsequent to the established payment date, the Governmental Lender shall pay (solely from amounts received from the Borrower as late charges under the Borrower Loan Agreement) to Baypoint a late charge in the amount specified in Section 3.6 of the Borrower Loan Agreement. If the principal balance of this Note is accelerated following an Event of Default (as defined in the Funding Loan Agreement), Baypoint may increase the interest rate on the portion of the Funding Loan to be evidenced by this Note the Default Rate (as defined in the Borrower Loan Agreement).

The Governmental Lender may, at any time, prepay the principal amount of this Note to the same extent and subject to the terms and conditions set forth in the Borrower Loan Agreement for the prepayment of the Borrower Note.

All sums due hereunder shall be paid in lawful money of the United States of America. Interest on this Note shall be computed as provided for the Borrower Note in the Borrower Loan Agreement. All payments made hereunder shall be credited and applied as provided in the Funding Loan Agreement.

THIS NOTE IS A LIMITED OBLIGATION OF THE GOVERNMENTAL LENDER, PAYABLE SOLELY FROM AND SECURED SOLELY BY THE PLEDGE AND ASSIGNMENT OF CERTAIN PAYMENTS ON THE BORROWER NOTE OR FUNDS OTHERWISE PROVIDED UNDER THE BORROWER LOAN DOCUMENTS. NONE OF THE GOVERNMENTAL LENDER, ITS MEMBERS OR THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS SHALL BE DIRECTLY, INDIRECTLY, CONTINGENTLY OR MORALLY OBLIGATED TO USE ANY OTHER MONEYS OR ASSETS TO PAY ALL OR ANY PORTION OF THE DEBT SERVICE DUE ON THIS NOTE, TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THIS NOTE. THIS NOTE IS NOT SECURED BY A PLEDGE OF THE FAITH AND CREDIT OF THE GOVERNMENTAL LENDER OR THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS, NOR DOES THE FUNDING LOAN CONSTITUTE INDEBTEDNESS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION.

THIS NOTE AND THE REPAYMENT PROVISIONS CONTAINED HEREIN ARE SUBJECT TO THE PROVISIONS AND LIMITATIONS CONTAINED IN SECTIONS 4.1, 5.2 AND 6.14 OF THE FUNDING LOAN AGREEMENT.

No delay or omission on the part of Baypoint in exercising any remedy, right or option under this Note or the Funding Loan Documents shall operate as a waiver of such remedy, right or option. In any event a waiver on any one occasion shall not be construed as a waiver or bar to any such remedy, right or option on a future occasion. The rights, remedies and options of Baypoint under this Note and the Funding Loan Documents are and shall be cumulative and are in addition to all the rights, remedies and options of Baypoint at law or in equity or under any other agreement.

Presentment for payment, notice of dishonor, protest or notice of protest are hereby waived. The acceptance by Baypoint of any amount after the same is due shall not constitute a waiver of the right to require prompt payment, when due, of all other amounts due hereunder. The acceptance by the owner hereof any sum and amount less than the amount then due shall be deemed an acceptance on account only and upon condition of the acceptance shall not constitute a waiver of the obligation of Governmental Lender to pay the entire sum then due, and Governmental Lender's failure to pay such amount then due shall be and continue to be at default notwithstanding such acceptance of such amount on account thereof. Consent by Baypoint to any action of Governmental Lender which is subject to approval of Baypoint hereunder shall not be deemed a waiver of the right to require such consent or approval to future successive actions, waives the right to assert the defense of any statute of limitations to any debt or obligation hereunder and consents to renewals and extensions of time for payment of any amounts due under this Note.

This Note may only be transferred in accordance with the requirements of Section 4.3 of the Funding Loan Agreement, and any such transfer shall be recorded in the Note Register maintained by Baypoint.

Capitalized terms used herein which are not defined herein shall have the meanings ascribed to them in the Funding Loan Agreement.

IN WITNESS WHEREOF, the County of Contra Costa, California has caused this Note to be executed in its name and on its behalf all as of the date first written above.

COUNTY OF CONTRA COSTA,  
CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

[Baypoint Family Apartments – Signature Page to Funding Loan Note]

## EXHIBIT B

### FORM OF INVESTOR'S LETTER

County of Contra Costa, California

Re: County of Contra Costa, California Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-2

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Ladies and Gentlemen:

The undersigned (the "Holder"), being the owner of the above-referenced note (the "Funding Loan Note") does hereby certify, represent and warrant for the benefit of the County of Contra Costa, California (the "Governmental Lender") that:

(a) The Holder is an Approved Institutional Buyer, as defined in Section 1.1 of the Funding Loan Agreement, dated as of November 1, 2018 (the "Funding Loan Agreement"), between the Governmental Lender and Baypoint Family Apartments, LLC.

(b) The Holder has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of tax-exempt obligations, and is capable of evaluating the merits and risks of its investment in the Funding Loan Note. The Holder is able to bear the economic risk of, and an entire loss of, an investment in the Funding Loan Note.

(c) The Holder is acquiring the Funding Loan Note solely for its own account for investment purposes, and does not presently intend to make a public distribution of, or to resell or transfer, all or any part of the Funding Loan Note, except as permitted by Section 4.3 of the Funding Loan Agreement.

(d) The Holder understands that the Funding Loan Note has not been registered under the Securities Act of 1933, as amended, or under any state securities laws. The Holder agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Funding Loan Note by it, and further acknowledges that any current exemption from registration of the Funding Loan Note does not affect or diminish such requirements.

(e) The Holder is familiar with the conditions, financial and otherwise, of the Borrower (as such term is used in the Funding Loan Agreement) and understands that the Borrower has no significant assets other than the Project (as defined in the Funding Loan Agreement) for payment of the Borrower Loan (as defined in the Funding Loan Agreement). Further, the Holder understands that the Funding Loan Note involves a high degree of risk. Specifically, and without in any manner limiting the foregoing, the Holder understands and acknowledges that, among other risks, the Funding Loan Note is payable solely from payments made by the Borrower on the related Borrower Note (as defined in the Funding Loan Agreement). The Holder has been provided an opportunity to ask questions of, and the Holder has received answers from, representatives of the Borrower regarding the terms and conditions of the Funding Loan Note and the Borrower Loan. The Holder has obtained all information requested by it in connection with the issuance of the Funding Loan Note as it regards necessary to evaluate all merits and risks of its investment in the Funding Loan Note. The Holder has reviewed the documents executed in conjunction with the issuance of the Funding Loan Note, including, without limitation, the Funding Loan Note, the Funding Loan Agreement, the

Borrower Note (as such term is defined in the Funding Loan Agreement) and the Borrower Loan Agreement.

(f) The Holder has entered into no arrangements with the Borrower or with any affiliate in connection with the Funding Loan Note, other than as disclosed in writing to the Governmental Lender.

(g) The Holder has authority to purchase the Funding Loan Note and to execute this letter and any other instruments and documents required to be executed by the Holder in connection with its purchase of the Funding Loan Note. The individual who is signing this letter on behalf of the Holder is a duly appointed, qualified, and acting officer of the Holder and is authorized to cause the Holder to make the certificates, representations and warranties contained herein by execution of this letter on behalf of the Holder.

(h) In entering into this transaction, the Holder has not relied upon any representations or opinions of the Governmental Lender relating to the legal consequences or other aspects of its investment in the Funding Loan Note, nor has it looked to, nor expected, the Governmental Lender to undertake or require any credit investigation or due diligence reviews relating to the Borrower, its financial condition or business operations, the Project, including the financing or management thereof, or any other matter pertaining to the merits or risks of the transactions contemplated by the Funding Loan Agreement and the Borrower Loan Agreement, or the adequacy of the funds pledged to secure repayment of the Funding Loan Note.

(i) The Holder understands that the Funding Loan Note is not secured by any pledge of any moneys received or to be received from taxation by the Governmental Lender, the State of California or any political subdivision or taxing district thereof; that the Funding Loan Note will never represent or constitute a general obligation or a pledge of the faith and credit of the Governmental Lender, the State of California or any political subdivision thereof; that no right will exist to have taxes levied by the State of California or any political subdivision thereof for the payment of principal and interest on the Funding Loan Note; and that the liability of the Governmental Lender with respect to the Funding Loan Note is subject to further limitations as set forth in the Funding Loan Note and the Funding Loan Agreement.

(j) The Holder has been informed that the Funding Loan Note (i) has not been and will not be registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any jurisdiction, (ii) will not be listed on any stock or other securities exchange, and (iii) will carry no rating from any rating service.

(k) The Holder acknowledges that it has the right to sell and transfer the Funding Loan Note, subject to compliance with the transfer restrictions set forth in Section 4.3 of the Funding Loan Agreement, including in certain circumstances the requirement for the delivery to the Governmental Lender of an holder's letter in the same form as this letter, including this paragraph. Failure to comply with the provisions of Section 4.3 of the Funding Loan Agreement shall cause the purported transfer to be null and void. The Holder agrees to indemnify and hold harmless the Governmental Lender with respect to any claim asserted against the Governmental Lender that arises with respect to any sale, transfer or other disposition of the Funding Loan Note by the Holder or any transferee thereof in violation of the provisions of the Funding Loan Agreement.

(l) None of the Governmental Lender, its members, the members of its Board of Directors or any of its employees or agents will have any responsibility to the Holder for the accuracy or completeness of information obtained by the Holder from any source regarding the

Borrower or its financial condition or regarding the Funding Loan Note, the provision for payment thereof, or the sufficiency of any security therefor. No written information has been provided by the Governmental Lender to the Holder with respect to the Funding Loan Note. The Holder acknowledges that, as between the Holder and all of such parties, the Holder has assumed responsibility for obtaining such information and making such review as the Holder deemed necessary or desirable in connection with its decision to purchase the Funding Loan Note.

(m) The Holder acknowledges that the Funding Loan Note is exempt from the requirements of Rule 15c2-12 of the Securities and Exchange Commission and that the Governmental Lender has not undertaken to provide any continuing disclosure with respect to the Funding Loan Note.

The Holder acknowledges that the ownership of the Funding Loan Note by the Holder is subject to the certifications, representations and warranties herein to the addressees hereto. Capitalized terms used herein and not otherwise defined herein have the meanings given such terms in the Funding Loan Agreement.

[HOLDER]

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

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

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

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

Quint & Thimmig LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Paul J. Thimmig, Esq.

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**REGULATORY AGREEMENT AND  
DECLARATION OF RESTRICTIVE COVENANTS**

**by and between the**

**COUNTY OF CONTRA COSTA, CALIFORNIA**

**and**

**BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership**

**dated as of November 1, 2018**

**relating to:**

**\$ \_\_\_\_\_**

**County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-1**

**and**

**\$3,500,000**

**County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-2**

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## **REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS**

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement"), dated as of November 1, 2018, is by and between the COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (together with any successor to its rights, duties and obligations, the "Governmental Lender"), and BAYPOINT FAMILY APARTMENTS, L.P., a limited partnership duly organized, validly existing and in good standing under the laws of the State of California (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "Borrower").

### **R E C I T A L S :**

WHEREAS, pursuant to Chapter 7 of Part 5 of Division 31 (commencing with Section 34200) of the California Health and Safety Code (the "Act"), the Governmental Lender proposes to enter into a Loan Agreement, dated as of November 1, 2018 (as supplemented and amended from time to time, the "Bank Loan Agreement"), between the Governmental Lender and Pacific Western Bank (the "Bank") pursuant to which the Bank will make a loan to the Governmental Lender (the "Bank Loan"), to be evidenced by a County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-1 (the "Governmental Lender Note"); and

WHEREAS, the proceeds of the Bank Loan will be used by the Governmental Lender to fund a loan (the "Borrower Loan") to the Borrower pursuant to a Loan Agreement, dated as of November 1, 2018, between the Governmental Lender and the Borrower (as supplemented and amended from time to time, the "Borrower Loan Agreement"), to provide, in part, financing for the acquisition and construction of the multifamily rental housing project to be known as Baypoint Family Apartments, and to be located on the real property site described in Exhibit A hereto (as further described herein, the "Project"); and

WHEREAS, in order to provide additional financing for the Project and also pursuant to the Act, the Governmental Lender also proposes to enter into a Funding Loan Agreement, dated as of November 1, 2018 (as supplemented and amended from time to time, the "Funding Loan Agreement"), between the Governmental Lender and Baypoint Family Apartments, LLC ("Baypoint") pursuant to which Baypoint will make a loan to the Governmental Lender (the "Baypoint Loan"), to be evidenced by a County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments) Series 2018B-2 (the "Funding Loan Note" and, together with the Governmental Lender Note, the "Governmental Lender Obligations"); and

WHEREAS, the proceeds of the Baypoint Loan will be used to fund a loan to the Borrower (the "Subordinate Borrower Loan") pursuant to the terms of the Loan Agreement, dated November 1, 2018 (as supplemented and amended from time to time, the "Subordinate Borrower Loan Agreement"), between the Governmental Lender and the Borrower, in order to provide the Borrower with a credit against the purchase price by the Borrower of the Project site; and

WHEREAS, in order to assure the Governmental Lender, the Bank and Baypoint that interest on the Governmental Obligations will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"), and

to satisfy the public purposes for which the Bank Loan and the Baypoint Loan are authorized to be incurred under the Act, and to satisfy the purposes of the Governmental Lender in determining to incur the Bank Loan and the Baypoint Loan, certain limits on the occupancy of units in the Project need to be established and certain other requirements need to be met.

#### A G R E E M E N T :

NOW, THEREFORE, in consideration of the issuance of the Governmental Lender Note and the Funding Loan Note by the Governmental Lender and the mutual covenants and undertakings set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Governmental Lender and the Borrower hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Bank Loan Agreement.

“Administrator” means the Governmental Lender or any administrator or program monitor appointed by the Governmental Lender to administer this Regulatory Agreement and any successor administrator appointed by the Governmental Lender.

“Affiliated Party” means (a) a person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, (b) a person who together with the Borrower are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that “more than 50 percent” shall be substituted for “at least 80 percent” each place it appears therein), (c) a partnership and each of its partners (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, and (d) an S corporation and each of its shareholders (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code.

“Affordable Rents” means thirty percent (30%) of an amount equal to sixty percent (60%) of the median gross income for the Area, adjusted for household size (as described in the definition of “Low Income Unit” in this Section 1), less a utility allowance calculated as set forth in U.S. Treasury Regulation Section 1.42-10.

“Area” means the Metropolitan Statistical Area or County, as applicable, in which the Project is located, as defined by the United States Department of Housing and Urban Development.

“Available Units” means residential units in the Project that are actually occupied and residential units in the Project that are vacant and have been occupied at least once after becoming available for occupancy, provided that (a) a residential unit that is vacant on the later of (i) the date the Project is acquired or (ii) the issue date of the Governmental Lender Obligations is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after the renovations are completed.

“Bank” means Pacific Western Bank, as owner of the Governmental Lender Note, or any subsequent owner of the Governmental Lender Note, in each case as shown on the registration books for the Governmental Lender Note maintained pursuant to Section 4.2 of the Bank Loan Agreement.

“Bank Loan” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Bank Loan Agreement” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Baypoint” means Baypoint Family Apartments, LLC, a California limited liability company, as owner of the Funding Loan Note, or any subsequent owner of the Funding Loan Note, in each case as shown on the registration books for the Funding Loan Note maintained pursuant to Section 4.2 of the Funding Loan Agreement.

“Baypoint Loan” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Borrower Loan” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Borrower Loan Agreement” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Borrower Loan Documents” means, collectively, the Senior Borrower Loan Documents and the Subordinate Borrower Loan Documents.

“CDLAC” means the California Debt Limit Allocation Committee or its successors.

“CDLAC Conditions” has the meaning given such term in Section 29(a).

“CDLAC Resolution” means CDLAC Resolution No. 18-101 attached hereto as Exhibit E, adopted on September 19, 2018 and relating to the Project, as such resolution may be modified or amended from time to time.

“Certificate of Continuing Program Compliance” means the Certificate to be filed by the Borrower with the Governmental Lender pursuant to Section 4(f) hereof, which shall be substantially in the form attached as Exhibit C hereto or in such other comparable form as may be provided by the Governmental Lender to the Borrower, or as otherwise approved by the Governmental Lender.

“Closing Date” has the meaning given to such term in the Bank Loan Agreement.

“Completion Certificate” means the certificate of completion of the construction of the Project required to be delivered to the Governmental Lender by the Borrower pursuant to Section 2(i) of this Regulatory Agreement, which shall be substantially in the form attached to this Regulatory Agreement as Exhibit D.

“Completion Date” means the date of completion of the construction of the Project, as that date shall be certified as provided in Section 2(i) of this Regulatory Agreement.

“Compliance Period” means the period beginning on the first day of the Qualified Project Period and ending on the later of the end of the Qualified Project Period or such later date as set forth in Section 29(c) of this Regulatory Agreement.

“Conversion Date” has the meaning given to such term in the Continuing Covenant Agreement referred to in the Borrower Loan Agreement.

“County” means the County of Contra Costa, California.

“Equity Investor” has the meaning given to such term in the Bank Loan Agreement.

“FOCUS Program” means (a) the FOCUS Compliance Verification Program (user’s guide located at [focus.housingcompliance.org](http://focus.housingcompliance.org)) utilized by the Governmental Lender to verify the Borrower’s compliance with various requirements of this Regulatory Agreement; or (b) any similar program used by the Governmental Lender, in the substitution for the program described in the preceding clause (a), to verify the Borrower’s compliance with various requirements of this Regulatory Agreement.

“Funding Loan Agreement” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Funding Loan Note” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Governmental Lender Annual Fee” means: for the period from the Closing Date to but not including November 1, 2019, an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Governmental Lender Obligations; and, thereafter, on each November 1 during the remainder of the Compliance Period commencing November 1, 2019, an amount equal to the greater of (a) one-eighth of one percent of the then outstanding principal amount of the Governmental Lender Obligations, or (b) \$5,000.

“Governmental Lender Issuance Fee” means an amount equal to one-eighth of one percent (1/8%) of the maximum principal amount of the Governmental Lender Obligations.

“Governmental Obligations” means, collectively, the Governmental Lender Note and Funding Loan Note, which evidence the Bank Loan and the Baypoint Loan, respectively.

“Gross Income” means the gross income of a person (together with the gross income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed in under section 8 of the Housing Act.

“Housing Act” or “Housing Law” means the United States Housing Act of 1937, as amended, or its successor.

“Income Certification” means a Tenant Income Certification and a Tenant Income Certification Questionnaire in the form attached as Exhibit B hereto or in such other comparable form as may be provided by the Governmental Lender to the Borrower, or as otherwise approved by the Governmental Lender.

“Inducement Date” means July 10, 2018, being the date on which the Board of Supervisors of the Governmental Lender adopted Resolution No. 2018/432, expressing its intent to incur debt obligations (constituting the Bank Loan and the Baypoint Loan) to provide financing for the Project.

“Low Income Tenant” means a tenant occupying a Low Income Unit.

“Low Income Unit” means any Available Unit if the aggregate Gross Income of all tenants therein does not exceed limits determined in a manner consistent with determinations of “low-income families” under Section 8 of the Housing Act, provided that the percentage of median gross income that qualifies as low income hereunder shall be sixty percent (60%) of median gross income for the Area, with adjustments for family size. A unit occupied by one or more students shall only constitute a Low Income Unit if such students meet the requirements of Section 142(d)(2)(C) of the Code. The determination of an Available Unit’s status as a Low Income Unit shall be made by the Borrower upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

“Manager” means a property manager meeting the requirements of Section 28 hereof. Cambridge Real Estate Services, Inc. is the initial Manager.

“Project” means the 193-unit multifamily rental housing development (including two manager’s units) located in the unincorporated Bay Point area of the County on the real property site described in Exhibit A hereto, consisting of those facilities, including a [fee interest] in the real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the acquisition and construction of which facilities is to be financed, in whole or in part, from the proceeds of the Bank Loan, the Baypoint Loan or the proceeds of any payment by the Borrower pursuant to the Borrower Loan Agreement or the Subordinate Borrower Loan Agreement, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of such facilities.

“Project Costs” means, to the extent authorized by the Act, any and all costs and expenses incurred by the Borrower with respect to the acquisition, financing, construction and/or operation of the Project, whether paid or incurred prior to or after the Closing Date, including, without limitation, costs for the acquisition of property, the cost of consultant, accounting and legal services, appraisal costs, other expenses necessary or incident to the acquisition and construction of the Project, and administrative expenses, and interest on the Borrower Loan and on the Subordinate Borrower Loan.

“Qualified Project Costs” means Project Costs that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general Federal income tax principles and in accordance with United States Treasury Regulations §1.103-8(a)(1), provided, however, that only such portion of interest accrued during the construction of the Project shall be eligible to be a Qualified Project Cost as is so capitalizable and as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided further that interest accruing after the date of completion of the construction of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out-of-pocket costs incurred by such Affiliated Party in constructing the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by the Affiliated Party, and (C) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section 1504 of the Code) participating in the construction of the Project or payments received by such Affiliated Party due to early completion of the Project; (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to the Inducement Date or

the Closing Date, and (iv) if the Project Costs were previously paid and are to be reimbursed with proceeds of the Borrower Loan or the Subordinate Borrower Loan, such costs were (A) costs of issuance of the Governmental Lender Note, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.139-2(f)(2)) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of the construction of the Project that do not exceed twenty percent (20%) of the issue price of the Governmental Obligations (as defined in United States Treasury Regulations §1.148-1), or (C) were capital expenditures with respect to the Project that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid).

“Qualified Project Period” means the period beginning on the first date on which at least ten percent (10%) of the units in the Project are first occupied, and ending on the later of the following: (a) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied; (b) the first date on which no Tax-Exempt private activity bonds with respect to the Project are Outstanding; or (c) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates.

“Regulations” means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

“Regulatory Agreement” means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

“Rental Payments” means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Borrower as a condition of occupancy of the unit.

“Senior Borrower Loan Documents” has the meaning given to the term “Loan Documents” in Section 1.1 of the Borrower Loan Agreement, but excluding the Bank Loan Agreement and the Governmental Lender Note.

“Subordinate Borrower Loan” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Subordinate Borrower Loan Agreement” has the meaning given to such term in the recitals to this Regulatory Agreement.

“Subordinate Borrower Loan Documents” has the meaning given to the term “Borrower Loan Documents” in recital D to the Subordinate Borrower Loan Agreement.

“Tax-Exempt” means with respect to interest on any obligations of a state or local government, including the Governmental Lender Obligations, that such interest is excluded from gross income for federal income tax purposes of the respective owners of the Governmental Obligations; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

“Transfer” means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (a) an installment sales agreement wherein Borrower agrees to sell the Project or any part thereof for a price to be paid in installments; and (b) an agreement by the Borrower leasing all

or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

## Section 2. Representations, Covenants and Warranties of the Borrower.

(a) The statements made in the various certificates delivered by the Borrower to the Governmental Lender, the Bank and/or Baypoint on the Closing Date are true and correct.

(b) The Borrower (and any person related to it within the meaning of Section 147(a)(2) of the Code) will not take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds of the Borrower Loan or of the Subordinate Borrower Loan to be applied in a manner contrary to the applicable requirements of the Bank Loan Agreement, the Borrower Loan Agreement, the Funding Loan Agreement, the Subordinate Borrower Loan Agreement and this Regulatory Agreement.

(c) The Borrower will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on either of the Governmental Lender Obligations, or the exemption from California personal income taxation of the interest on either of the Governmental Lender Obligations and, if it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(d) The Borrower will take such action or actions as may be necessary, in the written opinion of Tax Counsel filed with the Governmental Lender, the Bank, Baypoint and the Borrower, to comply fully with the Act, the Code and all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Governmental Lender Obligations.

(e) The acquisition by the Borrower of an interest in the site on which the Project is located and the commencement of the construction of the Project occurred after the date which was 60 days prior to the Inducement Date. The Borrower has incurred a substantial binding obligation to expend proceeds of the Borrower Loan and of the Subordinate Borrower Loan

pursuant to which the Borrower is obligated to expend an amount at least equal to five percent (5%) of the \$\_\_\_\_\_ maximum principal amount of the Governmental Lender Obligations.

(f) The Borrower will proceed with due diligence to complete the construction of the Project and the full expenditure of the proceeds of the Borrower Loan. The Borrower reasonably expects to complete the acquisition and construction of the Project and to expend the full maximum \$\_\_\_\_\_ aggregate principal amount of the Borrower Loan and the Subordinate Borrower Loan by \_\_\_\_\_, 20\_\_.

(g) The Borrower's reasonable expectations respecting the total expenditure of the proceeds of the Borrower Loan and of the Subordinate Borrower Loan have been accurately set forth in a certificate of the Borrower delivered to the Governmental Lender on the Closing Date. At all times, the aggregate disbursements of the proceeds of the Borrower Loan and of the Subordinate Borrower Loan will have been applied to pay or to reimburse the Borrower for the payment of Qualified Project Costs in an amount equal to ninety-seven percent (97%) or more of such disbursements, and less than twenty-five percent (25%) of such disbursements shall have been used to pay for the acquisition of land or an interest therein.

(h) Notwithstanding the provisions of Section 6.14(j) of the Borrower Loan Agreement and Section 2.19(i) of the Subordinate Borrower Loan Agreement, and in addition thereto, the Borrower agrees to obtain a written report from an independent firm with experience in calculating excess investment earnings for purposes of Section 148(f) of the Code, not less than once on or about each five year anniversary of the Closing Date and within thirty (30) days of the date the Governmental Lender Obligations have both been paid in full, determining that either (i) no excess investment earnings subject to rebate to the federal government under Section 148(f) of the Code have arisen with respect to the Governmental Lender Obligations in the prior five-year period (or, with respect to the final such report following the repayment of the Governmental Lender Obligations, have arisen since the last five-year report); or (ii) excess investment earnings have so arisen during the prior five-year period (or, with respect to the final such report following the repayment of the Governmental Lender Obligations, have arisen since the last five-year report), and specifying the amount thereof that needs to be rebated to the federal government and the date by which such amount needs to be so rebated. The Borrower shall provide a copy of each report prepared in accordance with the preceding sentence to the Governmental Lender, each time within one week of its receipt of the same from the independent firm that prepared the respective report.

(i) As soon as practicable after the Completion Date, the Borrower shall deliver to the Governmental Lender, the Bank and Baypoint a duly executed Completion Certificate.

(j) The Borrower acknowledges that the Governmental Lender has appointed the Administrator to administer this Regulatory Agreement and to monitor performance by the Borrower of the terms, provisions and requirements hereof. The Borrower shall comply with any reasonable request by the Governmental Lender or the Administrator to deliver to any such Administrator, in addition to or instead of the Governmental Lender, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by the Administrator as an agent of the Governmental Lender.

(k) Within thirty (30) days after the date on which fifty percent (50%) of the dwelling units in the Project are first occupied, the Borrower will submit to the Governmental Lender (with a copy to the Bank and to Baypoint), and will cause to be recorded in the County

Recorder's office, a duly executed and completed Certificate as to Commencement of Qualified Project Period in the form of Exhibit F hereto.

(l) Money on deposit in any fund or account in connection with the Bank Loan, the Baypoint Loan, the Borrower Loan or the Subordinate Borrower Loan, whether or not such money was derived from other sources, shall not be used by or under the direction of the Borrower, in a manner which would cause either of the Governmental Lender Obligations to be "arbitrage bonds" within the meaning of Section 148 of the Code, and the Borrower specifically agrees that the investment of money in any such fund shall be restricted as may be necessary to prevent the Governmental Lender Obligations from being "arbitrage bonds" under the Code.

(m) All of the proceeds of the Borrower Loan and of the Subordinate Borrower Loan and earnings from the investment of such proceeds will be used to pay Project Costs; and no more than two percent (2%) of the proceeds of the Borrower Loan and of the Subordinate Borrower Loan will be used to pay issuance costs of the Governmental Lender Obligations, within the meaning of Section 147(g) of the Code.

(n) No portion of the proceeds of the Borrower Loan or of the Subordinate Borrower Loan shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. No portion of the proceeds of the Borrower Loan or of the Subordinate Borrower Loan shall be used for an office unless the office is located on the premises of the facilities constituting the Project and unless not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project.

(o) In accordance with Section 147(b) of the Code, the average maturity of each of the Governmental Lender Obligations does not exceed 120% of the average reasonably expected economic life of the facilities being financed by the Borrower Loan and the Subordinate Borrower Loan.

(p) The Borrower shall comply with all applicable requirements of Section 65863.10 of the California Government Code pertaining to the Project, including the requirements for providing notices in Sections (b), (c), (d) and (e) thereof, and with all applicable requirements of Section 65863.11 of the California Government Code pertaining to the Project.

(q) The Borrower shall pay all of the Costs of Issuance (as defined in the Bank Loan Agreement) and all of the costs of issuance of the Baypoint Loan.

(r) The Borrower hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Borrower contained in the Tax Certificate and the Borrower Loan Agreement and the Subordinate Borrower Loan Agreement relating to the Project.

(s) The Borrower hereby represents and warrants that the Project is located entirely within the unincorporated area of the County.

(t) The Borrower agrees to comply with the provisions of Sections 6.14, 6.16, 6.17 and 6.18 of the Borrower Loan Agreement and of Sections 2.13, 2.19, 2.21, 2.22, 2.23, 5.15, 5.16, 5.17, 5.18 and 5.20 of the Subordinate Borrower Loan Agreement, each as in effect on the Closing Date.

(u) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the Borrower Loan Documents to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions; and that it has not relied on the Governmental Lender for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Governmental Lender in any manner except to issue the Governmental Lender Obligations in order to provide funds to assist the Borrower in acquiring and constructing the Project.

Section 3. Qualified Residential Rental Project. The Borrower hereby acknowledges and agrees that the Project is to be owned, managed and operated as a “residential rental project” (within the meaning of Section 142(d) of the Code) for a term equal to the Compliance Period. To that end, and for the term of this Regulatory Agreement, the Borrower hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be operated for the purpose of providing multifamily residential rental property. The Borrower will own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities, in accordance with Section 142(d) of the Code, Section 1.103-8(b) of the Regulations and the provisions of the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) All of the dwelling units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement.

(d) No part of the Project will at any time during the Compliance Period be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or use, and the Borrower will not take any steps in connection with a conversion of the Project to condominium ownership during the Compliance Period (except that the Borrower may obtain final map approval and the Final Subdivision Public Report from the California Department of Real Estate and may file a condominium plan with the County).

(e) All of the Available Units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Compliance Period on a continuous, “first-come, first-served” basis to members of the general public, and the Borrower will not give preference to any particular class or group in renting the dwelling units in the Project, except (i) not more than one unit may be set aside for a resident manager or other administrative use, or (ii) to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units

or otherwise as necessary to comply with Section 6(a), (b) and (c), (iii) to the extent required under any “extended low-income housing commitment” (an “Extended Use Agreement”) applicable to the Project, (iv) to the extent required by the provisions of any documents related to the provision of State or federal low income housing tax credits for the Project, or (v) to the extent required under the Subordinate Loan Documents.

(f) The Project site consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) The Borrower shall not discriminate on the basis of race, creed, color, sex, source of income (e.g. AFDC, SSI), physical disability, age, national origin or marital status in the rental, lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(h) No dwelling unit in the Project shall be occupied by the Borrower. Notwithstanding the foregoing, if the Project contains five or more dwelling units, this paragraph shall not be construed to prohibit occupancy of dwelling units by one or more resident managers or maintenance personnel any of whom may be the Borrower; provided that the number of such managers or maintenance personnel is not unreasonable given industry standards in the area for the number of dwelling units in the Project.

(i) The Borrower will not sell dwelling units within the Project.

(j) Should involuntary noncompliance with the provisions of Section 1.103-8(b) of the Regulations be caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date which prevents the Governmental Lender from enforcing the requirements of the Code and the Regulations as applicable to the Project, or condemnation or similar event, the Borrower covenants that, within a “reasonable period” determined in accordance with the applicable Regulations, it will either prepay the Borrower Loan and the Subordinate Borrower Loan or, if permitted under the provisions of the Bank Loan Agreement and the Funding Loan Agreement, apply any proceeds received as a result of any of the preceding events to rehabilitate the Project to meet the requirements of Section 142(d) of the Code and the applicable Regulations.

(k) During the Qualified Project Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

The Governmental Lender hereby elects to have the Project meet the requirements of Section 142(d)(1)(B) of the Code.

Section 4. Low Income Tenants; Reporting Requirements. Pursuant to the requirements of the Code, the Borrower hereby represents, warrants and covenants as follows:

(a) During the Compliance Period, no less than forty percent (40%) of the total number of completed units in the Project shall at all times be Low Income Units. For the purposes of this paragraph (a), a vacant unit that was most recently a Low Income Unit is treated as a Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit shall be redetermined.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit. However, should the aggregate Gross Income of tenants in a Low Income Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s). The unit occupied by such tenants whose aggregate Gross Income exceeds such applicable income limit shall continue to be treated as a Low Income Unit for purposes of the 40% requirement of Section 4(a) hereof unless and until an Available Unit of comparable or smaller size is rented to persons other than Low Income Tenants.

(c) For the Compliance Period, the Borrower will obtain, complete and maintain on file Income Certifications for each Low Income Tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such Low Income Tenant in the unit and a second Income Certification dated one year after the Low-Income Tenant's initial move-in date, and (ii) thereafter, an annual Income Certification with respect to each Low Income Tenant. In lieu of obtaining the annual Income Certifications required by clause (ii) of the preceding sentence, the Borrower may, with respect to any particular twelve-month period ending each February 1, deliver to the Administrator no later than fifteen days after such date a certification that as of each February 1, no residential unit in the Project was occupied within the preceding twelve months by a new resident whose income exceeded the limit applicable to Low Income Tenants upon admission to the Project. The Administrator may at any time and in its sole and absolute discretion notify the Borrower in writing that it will no longer accept certifications of the Borrower made pursuant to the preceding sentence and that the Borrower will thereafter be required to obtain annual Income Certifications for tenants. The Borrower will also provide such additional information as may be required in the future by the Code, the State or the Governmental Lender, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Administrator or the Governmental Lender, copies of Income Certifications for Low Income Tenants commencing or continuing occupation of a Low Income Unit shall be submitted to the Administrator or the Governmental Lender, as requested.

(d) The Borrower shall make a good faith effort to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4)

obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Administrator.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Administrator, the Governmental Lender, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units.

(f) The Borrower will prepare and submit to the Administrator, on behalf of the Governmental Lender, not less than semi-annually, commencing not less than six months after the Closing Date, a Certificate of Continuing Program Compliance executed by the Borrower in substantially the form attached hereto as Exhibit C. During the Compliance Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

(g) For the Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement. All leases pertaining to Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, the Governmental Lender or the Administrator on behalf of the Governmental Lender, and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; and (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit and such unit's rent may be subject to increase.

For purposes of this Section 4, no unit occupied by a residential manager shall be treated as a rental unit during the time of such occupation.

Section 5. Tax-Exempt Status of the Governmental Lender Obligations. The Borrower and the Governmental Lender, as applicable, each hereby represents, warrants and agrees as follows:

(a) The Borrower and the Governmental Lender will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Governmental Lender Obligations and, if either of them should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(b) The Borrower and the Governmental Lender will file of record such documents and take such other steps as are necessary, in the written opinion of Tax Counsel filed with the Governmental Lender (with a copy to the Borrower), in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project, including, but not limited to, the execution and recordation of this Regulatory Agreement in the real property records of the County.

Section 6. Requirements of the Act. In addition to the other requirements set forth herein, the Borrower hereby agrees that it shall comply with each of the requirements of the Act, including the following:

(a) As provided in Section 52080(a)(1)(B) of the Act, forty percent (40%) or more of the completed residential units in the Project shall be occupied by, or held vacant and available for occupancy by, individuals whose income is 60 percent or less of area median income, within the meaning of Section 52080(a)(1) of the Act (it being acknowledged that units required to be set aside for Low Income Tenants pursuant to Section 4(a) may be counted for purposes of satisfying the requirements of this Section 6(a) if the related Low Income Tenants otherwise satisfy the requirements of this Section 6(a)).

(b) The rental payments paid by the occupants of the units described in paragraph (a) of this Section (excluding any supplemental rental assistance from the state, the federal government, or any other public agency to those occupants or on behalf of those units) shall not exceed thirty percent of sixty percent of area median income, within the meaning of Section 52080(a)(1) of the Act.

(c) The Borrower shall accept as tenants, on the same basis as all other prospective tenants, Low Income Tenants who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Law. The selection criteria applied to certificate holders under Section 8 of the Housing Law shall not be more burdensome than the criteria applied to all other prospective tenants.

(d) The Borrower shall ensure that units occupied as required by paragraph (a) of this Section are of comparable quality and offer a range of sizes and number of bedrooms comparable to those units which are available to other tenants.

(e) As provided in Section 52080(e) of the Act, the Project may be syndicated after prior written approval of the Governmental Lender. The Governmental Lender shall grant that approval only after it determines that the terms and conditions of the syndication (1) shall not reduce or limit any of the requirements of the Act or regulations adopted or documents executed pursuant to the Act, (2) shall not cause any of the

requirements in this Regulatory Agreement to be subordinated to the syndication agreement, or (3) shall not result in the provision of fewer assisted units, or the reduction of any benefits or services, than were in existence prior to the syndication agreement. The Governmental Lender hereby acknowledges that this Section 6(e) does not apply to any syndication of federal tax credits for the Project.

(f) Following the expiration or termination of the Qualified Project Period, except in the event of foreclosure and redemption of the Governmental Lender Note, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, units required to be reserved for occupancy pursuant to Section 6(a) shall remain available to any eligible household occupying a reserved unit at the date of such expiration or termination, at a rent not greater than the amount required by Section 6(b), until the earliest of any of the following occur:

(1) The household's income exceeds 140 percent of the maximum eligible income specified in Section 6(a).

(2) The household voluntarily moves or is evicted for "good cause." "Good cause" for the purposes of this section means the nonpayment of rent or allegation of facts necessary to prove major, or repeated minor, violations of material provisions of the occupancy agreement which detrimentally affect the health, safety, occupancy or quiet enjoyment of other persons or the structure, the fiscal integrity of the Project or the purposes or special programs of the Project.

(3) Thirty years after the date of commencement of the Qualified Project Period.

(4) The Borrower pays the relocation assistance and benefits to tenants as provided in subdivision (b) of Section 7264 of the California Government Code.

(g) Except in the event of foreclosure and redemption of the Governmental Lender Obligations, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, during the three years prior to expiration of the Qualified Project Period, the Borrower shall continue to make available to eligible households reserved units that have been vacated to the same extent that nonreserved units are made available to noneligible households.

(h) This Section shall not be construed to require the Governmental Lender to monitor the Borrower's compliance with the provisions of paragraph (f), or that the Governmental Lender shall have any liability whatsoever in the event of the failure by the Borrower to comply with any of the provisions of this Regulatory Agreement.

(i) The covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Borrower.

(j) This Regulatory Agreement shall be recorded in the office of the County Recorder of the County, and shall be recorded in the grantor-grantee index to the names of the Borrower as grantor and to the name of the Governmental Lender as grantee.

Section 7. Requirements of the Governmental Lender. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4

through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of the Governmental Lender set forth in this Section 7, as follows:

(a) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the Governmental Lender, in a reasonable condition for proper audit and subject to examination upon reasonable notice (which need not be in excess of three Business Days, as defined in the Bank Loan Agreement) and during business hours by representatives of the Governmental Lender.

(b) The Borrower shall not discriminate on the basis of race, creed, color, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. AFDC and SSI), ancestry or handicap in the lease, use or occupancy of the Project (except as required to comply with Section 3(e)(iii), (iv) or (v)), or in connection with the employment or application for employment of persons for the construction, operation, or management of the Project.

(c) The Borrower shall not, at initial occupancy, permit occupancy in any unit in the Project by more than (i) two persons per bedroom in the unit, plus (ii) one person; and the Borrower shall at all times offer for rent the largest unit then available for the applicable household size (being one bedroom units for 2-3 person households, and two bedroom units for 4-5 person households). The foregoing, however, shall not apply to one unit in the Project occupied by a resident manager or managers.

(d) The Borrower shall pay directly to the Governmental Lender (i) on the Closing Date the Governmental Lender Issuance Fee and the Governmental Lender Annual Fee for the period from the Closing Date to but not including November 1, 2019, and (ii) on each November 1, on and after November 1, 2019, the Governmental Lender Annual Fee; without in either case any requirement for notice or billing of the amount due. In addition, the Borrower shall pay to the Governmental Lender promptly following receipt of an invoice that reasonably identifies the relevant expenses and the amounts thereof, any out of pocket expenses incurred by the Governmental Lender in connection with the Governmental Lender Note, the Funding Loan Note, the Bank Loan Agreement, the Funding Loan Agreement, the Borrower Loan Agreement, the Subordinate Borrower Loan Agreement, this Regulatory Agreement or any of the other Borrower Loan Documents, including but not limited to any costs related to the FOCUS Program.

(e) The rent limits set forth in Sections 6(b) and 6(f) shall apply to all Low Income Units. In addition, the rental payments paid by Low Income Tenants for the Low Income Units shall not exceed Affordable Rents.

(f) The Borrower will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of units by such prospective tenants.

(g) The Borrower shall submit to the Governmental Lender: (i) rent rolls and other information required by the FOCUS Program on a quarterly basis, and (ii) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the Governmental Lender in order to comply with reporting requirements of the Internal Revenue Service or the State.

(h) The Borrower shall indemnify the Governmental Lender as provided in Section 9 hereof, in Section 6.7 of the Borrower Loan Agreement and in Section 2.10 of the Subordinate Borrower Loan Agreement.

(i) The Governmental Lender may, at its option and at its expense, at any time appoint an Administrator to administer this Agreement or any provision hereof and to monitor performance by the Borrower of all or of any of the terms, provisions and requirements hereof. Following any such appointment, the Borrower shall comply with any request by the Governmental Lender to deliver to such Administrator, in addition to or instead of the Governmental Lender, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by such administrator as an agent of the Governmental Lender.

(j) The Borrower shall submit its written management policies with respect to the Project, if any, to the Governmental Lender for its review, and shall amend such policies in any way necessary to insure that such policies comply with the provisions of this Regulatory Agreement and the requirements of the existing program under Section 8 of the Housing Law, or its successors. The Borrower shall not promulgate management policies which conflict with the provisions of the addendum to the form of lease for the Project prepared by the Housing Authority of Contra Costa County, and shall attach such addendum to leases for tenants which are holders of Section 8 certificates.

(k) The Borrower shall screen and select tenants for desirability and creditworthiness at its discretion; provided, however, that the Borrower shall consider a prospective tenant's rent history for at least the one year period prior to application as evidence of the tenant's ability to pay the applicable rent.

(l) At least six months prior to the expiration of the Qualified Project Period the Borrower shall provide by first-class mail, postage prepaid, a notice to all tenants in the Low Income Units containing (i) the anticipated date of the expiration of the Qualified Project Period, (ii) any anticipated rent increase upon the expiration of the Qualified Project Period, (iii) a statement that a copy of such notice will be sent to the Governmental Lender, and (iv) a statement that a public hearing may be held by the Governmental Lender on the issue and that the tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Community Development Bond Program Manager of the Department of Conservation and Development of the Governmental Lender.

(m) Notwithstanding Section 1461 of the Civil Code, the provisions of this Section shall run with land and may be enforced either in law or in equity by any

resident, local agency, entity, or by any other person adversely affected by the Borrower's failure to comply with the provisions of this Section.

(n) The Borrower shall not participate in any refunding of the Governmental Lender Note, the Funding Loan Note, the Borrower Loan or the Subordinate Borrower Loan by means of the issuance of bonds or other obligations by any governmental body other than the Governmental Lender.

(o) Each of the requirements of Sections 3, 4 and 6 hereof is hereby incorporated as a specific requirement of the Governmental Lender, whether or not required by California or federal law.

(p) The requirements of Section 6 and this Section 7 shall be in effect for the Compliance Period.

Any of the foregoing requirements of the Governmental Lender contained in this Section 7 may be expressly waived by the Governmental Lender in writing, but (i) no waiver by the Governmental Lender of any requirement of this Section 7 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Governmental Lender has received an opinion of Bond Counsel that any such provision is not required by the Act and may be waived without adversely affecting the exclusion from gross income of interest on the Governmental Lender Obligations for federal income tax purposes; and (ii) any requirement of this Section 7 shall be void and of no force and effect if the Governmental Lender and the Borrower receive a written opinion of Bond Counsel to the effect that compliance with any such requirement would cause interest on either of the Governmental Lender Obligations to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act or any other State or federal law.

Section 8. Modification of Covenants. The Borrower and the Governmental Lender hereby agree as follows:

(a) To the extent any amendments to the Act, the Regulations or the Code shall, in the written opinion of Tax Counsel filed with the Governmental Lender and the Borrower, retroactively impose requirements upon the ownership or operation of the Project more restrictive than those imposed by this Regulatory Agreement, and if such requirements are applicable to the Project and compliance therewith is necessary to maintain the validity of, or the Tax-Exempt status of interest on the Governmental Lender Obligations, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) To the extent that the Act, the Regulations or the Code, or any amendments thereto, shall, in the written opinion of Tax Counsel filed with the Governmental Lender and the Borrower, impose requirements upon the ownership or operation of the Project less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements but only by written amendment signed by the Governmental Lender, at its sole discretion, the Borrower, and only upon receipt by the Governmental Lender of the written consent of the Bank and the written opinion of Tax Counsel to the effect that such amendment will not affect the Tax-Exempt status of interest on the Governmental Lender Obligations or violate the requirements of the Act, and otherwise is in accordance with Section 22 hereof.

(c) The Borrower and the Governmental Lender shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 8, and each of the Borrower and the Governmental Lender hereby appoints the Bank as its true and lawful attorney-in-fact to execute, deliver and, if applicable, file of record on behalf of the Borrower or the Governmental Lender, as is applicable, any such document or instrument (in such form as may be approved in writing by Tax Counsel) if either the Borrower or the Governmental Lender defaults in the performance of its obligations under this subsection (c); provided, however, that unless directed in writing by the Governmental Lender or the Borrower, the Bank shall take no action under this subsection without first notifying the Borrower or the Governmental Lender, or both of them, as is applicable, in writing and without first providing the Borrower or the Governmental Lender, or both, as is applicable, an opportunity to comply with the requirements of this Section 8. Nothing in this subsection (c) shall be construed to allow the Bank to execute an amendment to this Regulatory Agreement on behalf of the Governmental Lender or the Borrower.

Notwithstanding any other provision of this Regulatory Agreement, whenever an opinion of counsel is required or requested to be delivered hereunder after the Closing Date, the Bank, the Governmental Lender and the Borrower shall accept (unless otherwise directed in writing by the Governmental Lender) an opinion of counsel in such form and with such disclaimers as may be required so that such opinion will not be treated as a “covered opinion” for purposes of the Treasury Department regulations governing practice before the Internal Revenue Service (Circular 230), 31 CFR Part 10.

Section 9. Indemnification; Other Payments. To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Governmental Lender and each of its officers, Supervisors, officials, employees, attorneys and agents (collectively, the “Indemnified Parties”), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys’ fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Bank Loan, the Baypoint Loan, the Bank Loan Agreement, the Funding Loan Agreement, the Borrower Loan Agreement, the Subordinate Borrower Loan Agreement, this Regulatory Agreement or any of the other Borrower Loan Documents and all documents related thereto, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale, resale or remarketing of the Bank Loan or the Baypoint Loan;

(ii) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Borrower Loan, the Subordinate Borrower Loan or the Project, the acquisition, construction or operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition and construction of the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Governmental Lender or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Governmental Lender in respect of any portion of the Project;

(iv) any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof;

(v) the defeasance and/or prepayment, in whole or in part, of the Bank Loan or the Baypoint Loan;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure document for the Bank Loan or the Baypoint Loan or any of the documents relating to the Bank Loan or the Baypoint Loan, or any omission or alleged omission from any offering statement or disclosure document for the Bank Loan or the Baypoint Loan of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(vii) any declaration of taxability of interest on either or both of the Governmental Lender Obligations, or allegations (or regulatory inquiry) that interest on either or both of the Governmental Lender Obligations is taxable for federal tax purposes;

except to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

In addition thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Governmental Lender in enforcing the provisions hereof.

The provisions of this Section 9 shall survive the final payment or defeasance of the Bank Loan and the Baypoint Loan and the termination of this Regulatory Agreement; provided, however, the provisions of this Section shall, in the case of the Governmental Lender, survive the term of this Agreement, but only as to claims arising from events occurring during the term of this Regulatory Agreement.

Nothing contained in this Section 9 shall cause the obligation of the Borrower to pay principal and interest on the Borrower Loan or the Subordinate Borrower Loan to be a recourse obligation of the Borrower.

The obligations of the Borrower under this Section are independent of any other contractual obligation of the Borrower to provide indemnity to the Governmental Lender or otherwise, and the obligation of the Borrower to provide indemnity hereunder shall not be interpreted, construed or limited in light of any other separate indemnification obligation of the

Borrower. The Governmental Lender shall be entitled simultaneously to seek indemnity under this Section and any other provision under which it is entitled to indemnity.

Section 10. Consideration. The Governmental Lender has agreed to incur the Bank Loan and the Baypoint Loan to provide funds to lend to the Borrower to finance the Project, all for the purpose, among others, of inducing the Borrower to acquire, construct and operate the Project. In consideration of the issuance of the Governmental Lender Obligations by the Governmental Lender, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 11. Reliance. The Governmental Lender and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons, including but not limited to the Administrator and the Bank, interested in the legality and validity of the Bank Loan and the Baypoint Loan, in the exemption from California personal income taxation of interest on the Governmental Lender Obligations and in the Tax-Exempt status of the interest on the Governmental Lender Obligations. In performing their duties and obligations hereunder, the Governmental Lender and the Administrator may rely upon statements and certificates of the Low Income Tenants, and upon audits of the books and records of the Borrower pertaining to the Project. In addition, the Governmental Lender may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Governmental Lender hereunder in good faith and in conformity with such opinion. In determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Governmental Lender shall not be required to conduct any investigation into or review of the operations or records of the Borrower and may rely solely on any written notice or certificate delivered to the Governmental Lender by the Borrower with respect to the occurrence or absence of a default.

Section 12. Transfer of the Project. For the Compliance Period, the Borrower shall not Transfer the Project, in whole or in part, without the prior written consent of the Governmental Lender, which consent shall not be unreasonably withheld or delayed, if the following conditions are satisfied: (A) the receipt by the Governmental Lender of evidence acceptable to the Governmental Lender that (1) the Borrower shall not be in default hereunder or under any of the other Borrower Loan Documents in effect, or the transferee undertakes to cure any defaults of the Borrower to the reasonable satisfaction of the Governmental Lender; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) either (a) the transferee or its Manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (b) the transferee agrees to retain a Manager with the experience and record described in subclause (a) above, or (c) the transferring Borrower or its management company will continue to manage the Project, or another management company reasonably acceptable to the Governmental Lender will manage, for at least one year following such Transfer and, if applicable, during such period the transferring Borrower or its management company will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of a document reasonably acceptable to the

Governmental Lender with respect to the assumption of the Borrower's obligations under this Regulatory Agreement and the other Borrower Loan Documents in effect, including without limitation an instrument of assumption hereof and thereof, and delivery to the Governmental Lender of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other standard limitations affecting creditor's rights; (C) receipt by the Governmental Lender of an opinion of Tax Counsel to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Obligations; (D) receipt by the Governmental Lender of all fees and/or expenses then currently due and payable to the Governmental Lender by the Borrower under any of the Borrower Loan Documents; and (E) receipt by the Governmental Lender of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 12 shall be null, void and without effect, shall cause a reversion of title to the Borrower, and shall be ineffective to relieve the Borrower of its obligations under this Regulatory Agreement. The written consent of the Governmental Lender to any Transfer of the Project shall constitute conclusive evidence that the Transfer is not in violation of this Section 12. Nothing in this Section shall affect any provision of any other document or instrument between the Borrower and any other party which requires the Borrower to satisfy certain conditions or obtain the prior written consent of such other party in order to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Borrower shall be fully released from its obligations hereunder, but only to the extent such obligations have been fully assumed in writing by the transferee of the Project.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion under any deed of trust without the consent of the Governmental Lender or compliance with the provisions of this Section 12. The Governmental Lender hereby approves the transfer of limited partnership interests in the Borrower to affiliates of the investor limited partner of the Borrower, including, without limitation, the transfer of membership interests in the Borrower from the investor limited partner and non-managing membership interests in the limited partner of Borrower.

For the Compliance Period, the Borrower shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except for (A) encumbrances permitted under the Continuing Covenants Agreement and the Subordinate Borrower Loan Agreement, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Governmental Lender of an opinion of Tax Counsel to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Obligations (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Borrower Loan Agreement and the Subordinate Borrower Loan Agreement; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Section 13. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided

with a specific termination date and shall terminate in its entirety at the end of the Compliance Period, it being expressly agreed and understood that the provisions hereof are intended to survive the retirement of the Bank Loan and the Baypoint Loan and discharge of the Bank Loan Agreement, the Borrower Loan Agreement, the Funding Loan Agreement and the Subordinate Borrower Loan Agreement.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Governmental Lender from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either (a) the Bank Loan and the Baypoint Loan are fully repaid, fully cancelled or fully forgiven, or (b) amounts received as a consequence of such event are used to provide a project that meets the requirements hereof; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon agreement by the Governmental Lender and the Borrower, with the consent of CDLAC, upon receipt by the Governmental Lender of an opinion of Tax Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Governmental Lender Obligations for federal income tax purposes and is otherwise permitted under the Act. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 14. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Governmental Lender and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Borrower's successors in title to the Project; provided, however, that on the termination of this Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 15. Burden and Benefit. The Governmental Lender and the Borrower hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Governmental Lender and the Borrower hereby further declare their

understanding and intent that the benefits of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Governmental Lender Obligations were issued.

Section 16. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 17. Default; Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in this Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Governmental Lender, Baypoint or the Bank to the Borrower (with a copy in any case to the Governmental Lender), or for a period of 60 days from the date the Borrower should, with reasonable diligence, have discovered such default, then the Governmental Lender may declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the Borrower institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Tax Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Obligations. The Governmental Lender, Baypoint and the Bank shall have the right to enforce the obligations of the Borrower under this Regulatory Agreement within shorter periods of time than are otherwise provided herein if necessary to insure compliance with the Act or the Code.

Following the declaration of an Event of Default hereunder, the Governmental Lender, the Bank or Baypoint, subject to the terms of the Bank Loan Agreement and the Funding Loan Agreement, may take any one or more of the following steps, in addition to all other remedies provided by law or equity:

- (i) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the Governmental Lender hereunder;
- (ii) have access to and inspect, examine and make copies of all of the books and records of the Borrower pertaining to the Project;
- (iii) with the consent of the Bank, take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower hereunder;
- (iv) with the consent of the Bank, which consent shall not be unreasonably delayed or withheld, declare a default under the Borrower Loan Agreement and proceed with any remedies provided therein; and
- (v) with the consent of Baypoint and the Bank, which consents shall not be unreasonably delayed or withheld, declare a default under the Subordinate Borrower Loan Agreement and proceed with any remedies therein.

The Borrower hereby agrees that specific enforcement of the Borrower's agreements contained herein is the only means by which the Governmental Lender may fully obtain the benefits of this Regulatory Agreement made by the Borrower herein, and the Borrower

therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Borrower hereunder.

Bank shall have the right, in accordance with this Section and the provisions of the Bank Loan Agreement, without the consent or approval of the Governmental Lender but with the prior written consent of the Bank, to exercise any or all of the rights or remedies of the Governmental Lender hereunder; provided that prior to taking any such action the Bank shall give the Governmental Lender and Baypoint written notice of its intended action.

The Baypoint shall have the right, in accordance with this Section and the provisions of the Funding Loan Agreement, without the consent or approval of the Governmental Lender, to exercise any or all of the rights or remedies of the Governmental Lender hereunder; provided that prior to taking any such action the Baypoint shall give the Governmental Lender and the Bank written notice of its intended action.

The Governmental Lender, the Bank and Baypoint hereby agree that cure of any Event of Default made or tendered by any partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

All reasonable fees, costs and expenses (including reasonable attorney's fees) of the Bank, Baypoint and the Governmental Lender incurred in taking any action pursuant to this Section shall be the sole responsibility of the Borrower; provided, however, that in the event that any action arises hereunder in which the Borrower and the Bank, or the Borrower and Baypoint, as applicable, are adversaries, the prevailing party, if any, shall be entitled to recover legal fees and costs from the other party.

Section 18. The Bank and Baypoint. The Bank shall be entitled, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. The Bank, either on its own behalf or as the agent of and on behalf of the Governmental Lender, may, in its sole discretion, act hereunder and any act required to be performed by the Governmental Lender as herein provided shall be deemed taken if such act is performed by the Bank. In connection with any such performance, all provisions of the Bank Loan Agreement and the Borrower Loan Agreement relating to the rights, privileges, powers and protections of the Bank shall apply with equal force and effect to all actions taken (or omitted to be taken) by the Bank in connection with this Regulatory Agreement. Neither the Bank nor any of its officers, directors or employees shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith except for its or their own negligence or willful misconduct. The Bank may consult with legal counsel selected by it (the reasonable fees of which counsel shall be paid by the Borrower) and any action taken or suffered by it reasonably and in good faith in accordance with the opinion of such counsel shall be full justification and protection to it. The Bank may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the Governmental Lender, or unless it has actual knowledge of noncompliance.

After the date the Bank Loan no longer remains outstanding as provided in the Bank Loan Agreement, the Bank shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to the Bank in this Regulatory Agreement shall be deemed references to the Governmental Lender.

Baypoint shall be entitled with the prior written consent of the Bank, but shall have no duty, to act with respect to enforcement of the Borrower's performance hereunder. Baypoint, either on its own behalf or as the agent of and on behalf of the Governmental Lender, may, in its

sole discretion, but with the prior written consent of the Bank, act hereunder and any act required to be performed by the Governmental Lender as herein provided shall be deemed taken if such act is performed by Baypoint. In connection with any such performance, all provisions of the Funding Loan Agreement and the Subordinate Borrower Loan Agreement relating to the rights, privileges, powers and protections of Baypoint shall apply with equal force and effect to all actions taken (or omitted to be taken) by Baypoint in connection with this Regulatory Agreement. Neither Baypoint nor any of its officers, directors or employees shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith except for its or their own negligence or willful misconduct. Baypoint may consult with legal counsel selected by it (the reasonable fees of which counsel shall be paid by the Borrower) and any action taken or suffered by it reasonably and in good faith in accordance with the opinion of such counsel shall be full justification and protection to it. Baypoint may at all times assume compliance with this Regulatory Agreement unless otherwise notified in writing by or on behalf of the Governmental Lender, or unless it has actual knowledge of noncompliance.

After the date the Baypoint Loan no longer remains outstanding as provided in the Funding Loan Agreement, Baypoint shall have no further rights, duties or responsibilities under this Regulatory Agreement, and all references to Baypoint in this Regulatory Agreement shall be deemed references to the Governmental Lender.

Section 19. Recording and Filing. (a) The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County, and in such other places as the Governmental Lender may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(b) The Borrower and the Governmental Lender will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Tax Counsel, in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Borrower hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and, except in the case of a foreclosure or comparable involuntary conversion of the Deed of Trust (as defined in the Borrower Loan Agreement or the Subordinate Borrower Loan Agreement), whereby the Bank or Baypoint becomes the owner of the Project, to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Section 20. Payment of Fees. Notwithstanding any prepayment of the Borrower Loan and discharge of the Borrower Loan Agreement and any prepayment of the Subordinate Borrower Loan and the discharge of the Subordinate Borrower Loan Agreement, the Borrower shall continue to pay (or, to the extent allowed under the Code, shall prepay the present value at such time of) the fees of the Governmental Lender as provided in this Section 20, unless such prepayment is made in connection with a refunding of the Bank Loan and the Baypoint Loan.

The Borrower agrees to pay to the Governmental Lender (i) the Governmental Lender Issuance Fee, which shall be paid on or before the Closing Date, (ii) the Governmental Lender Annual Fee, which shall be payable commencing on the Closing Date and annually on each November 1 thereafter, and continuing throughout the Compliance Period, and (iii) within 30 days after receipt of request for payment thereof, all reasonable out-of-pocket expenses of the Governmental Lender (not including salaries and wages of Governmental Lender employees)

related to the Governmental Lender Obligations, the Borrower Loan, the Subordinate Borrower Loan, the other Borrower Loan Documents and the Project and the financing thereof, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project, the Governmental Lender Obligations, the Borrower Loan, the Subordinate Borrower Loan or any of the other Borrower Loan Documents.

In the event that the Qualified Project Period terminates prior to the termination of the Compliance Period (other than by reason of the issuance of refunding bonds), and provided that the conditions of this Section are satisfied, the Borrower shall thereafter and for the remainder of the Compliance Period pay to the Governmental Lender annually in advance an amount equal to \$5,000. The full Governmental Lender Annual Fee shall continue to be payable unless and until the Governmental Lender has confirmed receipt of all amounts then due and payable in arrears by the Borrower to the Governmental Lender in connection with the Borrower Loan, at which point the Governmental Lender Annual Fee shall become effective.

If the Borrower fails to make payment of the Governmental Lender Annual Fee for a period of two consecutive years or more, the Governmental Lender may, in its sole discretion, declare the total amount of the Governmental Lender Annual Fee through the end of the Compliance Period immediately due and payable, such amount to be discounted at a rate equal to the then current market rate for U.S. Treasury obligations of a maturity equal to the remaining term of the Compliance Period.

Section 21. Governing Law; Venue. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State applicable to contracts made and performed in the State. This Regulatory Agreement shall be enforceable in the State, and any action arising hereunder shall (unless waived by the Governmental Lender in writing) be filed and maintained in the Superior Court of California, County of Contra Costa.

Section 22. Amendments; Waivers. (a) Except as provided in Section 8(a) and 29(e) hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County, and only upon (i) receipt by the Governmental Lender of an opinion from Tax Counsel that such amendment will not adversely affect the Tax-Exempt status of interest on the Governmental Lender Obligations and is not contrary to the provisions of the Act and (ii) the written consent of the Bank and Baypoint, each of whom shall receive a copy of any such amendment.

(b) Anything to the contrary contained herein notwithstanding, the Governmental Lender and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Tax Counsel, in order that interest on the Governmental Lender Obligations remains Tax-Exempt. The party requesting such amendment shall notify the other party to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Tax Counsel and a request that Tax Counsel render to the Governmental Lender an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Governmental Lender Obligations. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(c) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 23. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the respective addresses specified in the Bank Loan Agreement (and in the case of Baypoint, as specified in the Funding Loan Agreement), or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is the same as the address of the Governmental Lender.

Unless otherwise specified by CDLAC, the address of CDLAC is:

California Debt Limit Allocation Committee  
915 Capitol Mall, Room 311  
Sacramento, CA 95814  
Attention: Executive Director

The Governmental Lender, the Administrator, CDLAC and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day. A copy of each notice of default provided to the Borrower hereunder shall also be provided to the Bank and the Equity Investor at their respective addresses set forth in the Bank Loan Agreement.

The Borrower shall notify the Governmental Lender and the Administrator in writing of any change to the name of the Project or any change of name or address for the Borrower or the Manager. The Borrower shall further notify CDLAC in writing of any event provided in Section 29(d) hereof.

Section 24. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 25. Multiple Counterparts. This Regulatory Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 26. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement, (i) the liability of the Borrower under this Regulatory Agreement to any person or entity, including, but not limited to, the Bank or the Governmental Lender and their successors and assigns, is limited to the Borrower's interest in the Project and the amounts held in the funds and accounts created under the Bank Loan Agreement and the Funding Loan Agreement, or any rights of the Borrower under any guarantees relating to the Project, and such persons and entities shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of this Regulatory Agreement or any other agreement securing the obligations of the Borrower under this Regulatory Agreement; and (ii) from and after the date of this Regulatory Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Regulatory Agreement, any agreement pertaining to any Project or any other agreement securing the Borrower's obligations under this Regulatory Agreement), shall be rendered against the Borrower, the assets of the Borrower (other than the Borrower's interest in the Project, this Regulatory Agreement,

amounts held in the funds and accounts created under the Bank Loan Agreement and the Funding Loan Agreement, any rights of the Borrower under the Bank Loan Agreement and the Funding Loan Agreement or any other documents relating to the Bank Loan or the Baypoint Loan or any rights of the Borrower under any guarantees relating to the Project), its partners, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Regulatory Agreement, the Bank Loan Agreement and the Funding Loan Agreement or any agreement securing the obligations of the Borrower under this Regulatory Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding, except to the extent provided in the Borrower Loan Agreement and/or the Subordinate Borrower Loan Agreement.

Section 27. Third-Party Beneficiary. The Administrator, the Bank, Baypoint and CDLAC are intended to be and shall each be a third-party beneficiary of this Regulatory Agreement. The Administrator shall have the right (but not the obligation) to enforce, separately or jointly with the Governmental Lender and/or the Bank and Baypoint, the terms of this Regulatory Agreement and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof. CDLAC shall have the right (but not the obligation) to enforce the CDLAC Conditions and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof, provided that any such action or remedy shall not materially adversely affect the interests and rights of the owners of the Governmental Lender Obligations.

Section 28. Property Management. The Borrower agrees that at all times the Project shall be managed by a property manager (i) approved by the Governmental Lender in its reasonable discretion and (ii) who has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects (the "Manager"). The Borrower shall submit to the Governmental Lender from time to time such information about the background, experience and financial condition of any existing or proposed Manager as the Governmental Lender may reasonably require to determine whether such Manager meets the requirements for a Manager set forth herein. The Governmental Lender reserves the right to conduct periodic reviews of the management practices and of the Manager to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower agrees to cooperate with the Governmental Lender in such reviews.

If the Governmental Lender determines in its reasonable judgment that the Project is not being operated and managed in accordance with one or more of the material requirements or standards of this Regulatory Agreement, the Governmental Lender may deliver notice to the Borrower, the Bank and Baypoint requesting replacement of the Manager, which notice shall state clearly the reasons for such request. The Borrower agrees that, upon receipt of such notice, it shall within 60 days submit to the Governmental Lender, with a copy to the Bank and Baypoint, a proposal to engage a new Manager meeting the requirements of this Section 28. Each of the Governmental Lender and the Bank shall respond within 30 days to such proposal or such approval shall be deemed given. Upon receipt of such consent or deemed consent, the Borrower shall within 60 days terminate the existing Manager's engagement and engage the new Manager. If such proposal is denied by any of the Governmental Lender or the Bank, the Borrower agrees that upon receipt of notice of such denial, it shall within 60 days submit to the Governmental Lender, with copies to the Bank, a proposal to engage another new Manager

meeting the requirements of this Section 28, subject to the Governmental Lender's, the Bank's consent or deemed consent pursuant to the terms hereof.

Notwithstanding any other provision of this Section 28 to the contrary, the Bank may at any time by written instruction to the Governmental Lender and the Borrower deny the Governmental Lender's request for a replacement Manager and direct that the existing Manager be retained.

Section 29. Requirements of CDLAC. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of CDLAC set forth in this Section 29, as follows:

(a) The Borrower shall comply with the CDLAC Resolution attached hereto as Exhibit E and the CDLAC Conditions set forth in Exhibit A thereto (collectively, the "CDLAC Conditions"), which conditions are incorporated herein by reference and made a part hereof. The Borrower will prepare and submit to the Governmental Lender, not later than February 1 of each year, until the Project is completed, and on February 1 every three years thereafter until the end of the Compliance Period, a Certificate of Compliance II for Qualified Residential Rental Projects, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower. The Certificate of Compliance II for Qualified Residential Rental Projects shall be prepared pursuant to the terms of the CDLAC Conditions. Additionally, the Borrower will prepare and submit to the Governmental Lender, a Certificate of Completion, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower certifying among other things to the substantial completion of the construction of the Project. Following the submission of the Certificate of Completion, the Borrower will prepare and submit to the Governmental Lender, not later than February 1 every three years thereafter until the end of the Compliance Period, a California Tax Credit Allocation Committee Project Status Report or equivalent documentation in substantially the form required or otherwise provided by CDLAC from time to time. Compliance with the terms of the CDLAC Conditions not contained within this Regulatory Agreement, but referred to in the CDLAC Conditions are the responsibility of the Borrower to report to the Governmental Lender.

(b) The Borrower acknowledges that the Governmental Lender and the Administrator will monitor or cause to be monitored the Borrower's compliance with the terms of the CDLAC Conditions. The Borrower acknowledges that the Governmental Lender will prepare and submit to CDLAC, not later than March 1 of each year until the construction of the Project is completed, and on March 1 of every three years thereafter until the end of the Compliance Period, a Self-Certification Certificate in the form provided by CDLAC. The Borrower will cooperate fully with the Governmental Lender in connection with such monitoring and reporting requirements.

(c) Except as otherwise provided in Section 13 of this Regulatory Agreement, this Regulatory Agreement shall terminate on the date 55 years after (i) the date on which at least fifty percent (50%) of the units in the Project are first occupied, or (ii) the date on which the Project is otherwise placed in service.

(d) The Borrower shall notify CDLAC in writing of: (i) any change in ownership of the Project, (ii) any change in the Governmental Lender, (iii) any change in the name of the Project or the Manager; (iv) any material default under the Bank Loan Agreement,

the Borrower Loan Agreement, the Funding Loan Agreement, the Subordinate Borrower Loan Agreement or this Regulatory Agreement, including, but not limited to, such defaults associated with the Tax-Exempt status of either of the Governmental Lender Obligations, and the income and rental requirements as provided in Sections 4 and 6 hereof and the CDLAC Conditions; or (v) termination of this Regulatory Agreement.

(e) CDLAC shall have the right, but not the obligation, to deliver revised CDLAC Conditions to the Borrower after the Closing Date at any time that are not more restrictive than the original CDLAC conditions; provided however, that, with the prior written consent of the Bank and Baypoint, which will not be unreasonably withheld: (i) any changes in the terms and conditions of the CDLAC Conditions prior to the recordation against the Project in the real property records of the County of a regulatory agreement between the Borrower and the California Tax Credit Allocation Committee ("TCAC Regulatory Agreement") shall be limited to such changes as are necessary to correct any factual errors or to otherwise conform the CDLAC Conditions to any change in facts or circumstances applicable to the Borrower or the Project; and (ii) after recordation of the TCAC Regulatory Agreement, any changes in the terms and conditions of the CDLAC Conditions shall be limited to such changes as are necessary to conform Items 1, 6, 7, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 37 of Exhibit A to the CDLAC Conditions to any change in terms and conditions requested by Borrower and approved by CDLAC. The Governmental Lender may, in its sole and absolute discretion, require that the Borrower enter into an amendment to this Regulatory Agreement reflecting the revised CDLAC Conditions, which amendment shall be executed by the parties hereto or their successor in title and duly recorded in the real property records of the County. The Borrower shall pay any costs and expenses in connection therewith and provide CDLAC with a copy of that recorded amendment reflecting the revised CDLAC Conditions.

Any of the foregoing requirements of the CDLAC contained in this Section 29 may be expressly waived by CDLAC, in its sole discretion, in writing, but (i) no waiver by CDLAC of any requirement of this Section 29 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Governmental Lender has received an opinion of Tax Counsel that any such provision is not required by the Act or the Code and may be waived without adversely affecting the exclusion from gross income of interest on the Governmental Lender Obligations for federal income tax purposes; and (ii) any requirement of this Section 29 shall be void and of no force and effect if the Governmental Lender and the Borrower receive a written opinion of Tax Counsel to the effect that compliance with any such requirement would cause interest on the Governmental Lender Obligations to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act, the Code or any other State or federal law.

Section 30. Limited Liability of Governmental Lender. All obligations of the Governmental Lender incurred Bank Loan or Baypoint this Regulatory Agreement shall be limited obligations, payable solely and only from Bank Loan or Baypoint Loan proceeds and other amounts derived by the Governmental Lender from the Borrower Loan or the Subordinate Borrower Loan or otherwise under the Borrower Loan Agreement or the Subordinate Borrower Loan Agreement.

Section 31. Conflict With Other Affordability Agreements. Notwithstanding any provision in this Regulatory Agreement to the contrary, in the event of any conflict between the provisions of this Regulatory Agreement and any other agreement that imposes affordability requirements on the Project, including those referenced in Section 3(e) hereof, the provisions providing for the most affordable units, with the most affordability, in the Project shall prevail,

so long as at all times the requirements of Section 2, 3, 4, 6, 7 and 29 of this Regulatory Agreement are in any event satisfied. Notwithstanding the foregoing, a breach or default under any agreement referenced in Section 3(e) hereof shall not, in itself, constitute a breach or a default under this Regulatory Agreement.

Section 32. Annual Reporting Covenant. No later than January 31 of each calendar year (commencing January 31, 2019), the Borrower, on behalf of the Governmental Lender, agrees to provide to the California Debt and Investment Advisory Commission, by any method approved by the California Debt and Investment Advisory Commission, with a copy to the Governmental Lender, the annual report information required by section 8855(k)(1) of the California Government Code with respect to the Governmental Lender Obligations. This covenant shall remain in effect until the later of the date (a) the Governmental Lender Obligations are no longer outstanding or (b) the proceeds of the Governmental Lender Obligations have been fully spent.

IN WITNESS WHEREOF, the Governmental Lender and the Borrower have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of Conservation  
and Development

BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

03007.44:J15306

[Signature page to Regulatory Agreement and Declaration of  
Restrictive Covenants – Baypoint Family Apartments]

## NOTARY ACKNOWLEDGMENT

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

State of California }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]  
Notary Public

## NOTARY ACKNOWLEDGMENT

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

State of California  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

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

PARCEL 1:

BEING ALL OF PARCELS B AND C, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 11-84", FILED FOR RECORD DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE LEGAL IS INCLUDED IN THE LOT LINE ADJUSTMENT APPLICATION LL 118-0008 RECORDED AUGUST 7, 2018 AS INSTRUMENT NO. 2018-0126023-00

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE WESTERLY 12.5 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN ON PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE EASTERLY 10.5 FEET OF THE WESTERLY 23 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN AS SAID PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

PARCEL 4:

AN EXCLUSIVE EASEMENT FOR SANITARY SEWER PURPOSES AS AN APPURTENANCE TO PARCEL B, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PORTION OF PARCEL D, AS SHOWN ON SAID PARCEL MAP M.S., 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL D; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE NORTHERLY LINE OF SAID PARCEL D, SOUTH 88° 49' 24" EAST 23.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 88° 49' 24" EAST 109.23 FEET; THENCE SOUTH 86° 50' 23" WEST 109.50 FEET; THENCE NORTH 00° 55' 16" EAST 8.28 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES OVER THE EAST 12.5 FEET OF PARCEL A AS SHOWN ON THE PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO CIRCLE K CONVENIENCE STORES, INC., RECORDED FEBRUARY 5, 1985 AS INSTRUMENT NO. 85-14281 IN BOOK 12172, PAGE 15, OFFICIAL RECORDS.

APN Nos: 098-240-058-2 and 098-240-059-0



**HOUSEHOLD CERTIFICATION & SIGNATURES**

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Date)

**PART V. DETERMINATION OF INCOME ELIGIBILITY**

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	\$ _____	Unit Meets Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	<b>RECERTIFICATION ONLY:</b> Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Income Limit per Family Size: \$ _____		Household Income at Move-in: \$ _____	
in:		Household Size at Move-in: _____	

**PART VI. RENT**

Tenant Paid Rent \$ _____ Utility Allowance \$ _____	Rent Assistance: \$ _____ Other non-optional charges: \$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	\$ _____
Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	
Maximum Rent Limit for this unit: \$ _____	

**PART VII. STUDENT STATUS**

ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation)	<b>*Student Explanation:</b> 1 AFDC / TANF Assistance 2 Job Training Program 3 Single Parent / Dependent Child 4 Married / Joint Return 5 Former Foster Care
Enter 1-5		

**PART VIII. PROGRAM TYPE**

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit <input type="checkbox"/> See Part V above.	b. HOME <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt <input type="checkbox"/> <b>Income Status</b> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	e. _____ <input type="checkbox"/> (Name of Program) <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
---	--	--	---	---

\*\* Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

**SIGNATURE OF OWNER/REPRESENTATIVE**

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

\_\_\_\_\_  
SIGNATURE OF OWNER/REPRESENTATIVE

\_\_\_\_\_  
DATE

## INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

*This form is to be completed by the owner or an authorized representative.*

### Part I - Project Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

- |                 |   |
|-----------------|---|
| *Move-in Date   | Enter the date the tenant has or will take occupancy of the unit. (YYYY-MM-DD)  |
| *Effective Date | Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification. (YYYY-MM-DD) |
| Property Name   | Enter the name of the development.  |
| County          | Enter the county (or equivalent) in which the building is located.  |
| BIN #           | Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).   |
| Address         | Enter the address of the building.  |
| Unit Number     | Enter the unit number.  |
| # Bedrooms      | Enter the number of bedrooms in the unit.   |
| *Vacant Unit    | Check if unit was vacant on December 31 of requesting year.   |

### Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

Head of Household	Spouse
Adult co-tenant	Other family member
Child	Foster child(ren)/adult(s)
Live-in caretaker	None of the above

**Enter the date of birth, student status, and last four digits of social security number or alien registration number for each occupant. If tenant does not have a Social Security Number (SSN) or alien registration number, please enter the numerical birth month and last two digits of birth year (e.g. birthday January 1, 1970, enter "0170"). If tenant has no SSN number or date of birth, please enter the last 4 digits of the BIN.**

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

### Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

- |            |  |
|------------|--|
| Column (A) | Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business. |
| Column (B) | Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.  |
| Column (C) | Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).  |
| Column (D) | Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.                               |
| Row (E)    | Add the totals from columns (A) through (D), above. Enter this amount.   |

### Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- |            |  |
|------------|--|
| Column (F) | List the type of asset (i.e., checking account, savings account, etc.)   |
| Column (G) | Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification). |
| Column (H) | Enter the cash value of the respective asset.  |
| Column (I) | Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).   |
| TOTALS     | Add the total of Column (H) and Column (I), respectively.  |

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

- |   |   |
|---|---|
| Row (K)                                 | Enter the greater of the total in Column (I) or (J)   |
| Row (L)                                 | Total Annual Household Income From all Sources      Add (E) and (K) and enter the total   |
| *Effective Date of Income Certification | Enter the effective date of the income certification corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the effective date listed in Part I. |
| *Household Size at Certification        | Enter the number of tenants corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the number of tenants listed in Part II.                      |

## HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

### Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Current Income Limit x 140%	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. <b>140% is based on the Federal Set-Aside of 20/50 or 40/60, as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc.</b> Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.
*Units Meets Income Restriction at	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

### Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

### Part VII - Student Status

If all household members are full time\* students, check "yes". If at least one household member is not a full time student, check "no".

If "yes" is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

*Full time is determined by the school the student attends.*

### Part VIII – Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

- |            |  |
|------------|--|
| Tax Credit | See Part V above.  |
| HOME       | If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household's designation.                    |
| Tax Exempt | If the property participates in the Tax Exempt Bond program; mark the appropriate box indicating the household's designation.  |
| AHDP       | If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicating the household's designation. |
| Other      | If the property participates in any other affordable housing program, complete the information as appropriate.   |

### SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

*These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.*

### PART IX. SUPPLEMENTAL INFORMATION

- |                             |   |
|-----------------------------|---|
| Tenant Demographic Profile  | Complete for each member of the household, including minors, for move-in. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status. |
| Resident/Applicant Initials | All tenants who wish not to furnish supplemental information should initial this section. Parent/guardian may complete and initial for minor child(ren).    |

*\* Please note areas with asterisks are new or have been modified. Please ensure to note the changes or formats now being requested.*

**TENANT INCOME CERTIFICATION QUESTIONNAIRE**

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

Telephone Number:  
(     ) \_\_\_\_\_

<input type="checkbox"/> <b>Initial Certification</b>	<b>BIN #</b>
<input type="checkbox"/> <b>Re-certification</b>	
<input type="checkbox"/> <b>Other</b>	<b>Unit #</b>

**INCOME INFORMATION**

Yes	No		<b>MONTHLY GROSS INCOME</b>
<input type="checkbox"/>	<input type="checkbox"/>	I am self employed. (List nature of self employment)	(use <u>net</u> income from business) \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: <u>Name of Employer</u> 1) _____ 2) _____ 3) _____	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive unemployment benefits.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic social security payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Supplemental Security Income (SSI).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive disability or death benefits other than Social Security.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am entitled to receive child support payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently receiving child support payments.  If yes, from how many persons do you receive support? _____	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
<input type="checkbox"/>	<input type="checkbox"/>	I receive alimony/spousal support payments	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings.  If yes, list sources: 1) _____ 2) _____	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive income from real or personal property.	(use <u>net</u> earned income) \$
<input type="checkbox"/>	<input type="checkbox"/>	Student financial aid (public or private, not including student loans)  Subtract cost of tuition from Aid received	\$

### Asset information

YES	NO		INTEREST RATE	CASH VALUE
<input type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). If yes, list bank(s) 1) 2)	 % %	 \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s) If yes, list bank(s) 1) 2)	 % %	 \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1)	 %	 \$
<input type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description:		\$
<input type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources / bank names 1) 2) 3)	 % % %	 \$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources / bank names 1) 2) 3)	 % % %	 \$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have an IRA / Lump Sum Pension / Keogh Account / 401K. If yes, list bank(s) 1) 2)	 % %	 \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, how many policies		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money / assets) for less than the fair market value in the past 2 years.  If yes, list items and date disposed: 1) 2)		 \$ \$

**STUDENT STATUS**

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who are <u>full-time</u> students (Examples: College/University, trade school, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who have been a <u>full-time</u> student in the previous 5 months?
<input type="checkbox"/>	<input type="checkbox"/>	Does your household anticipate becoming an all full-time student household in the next 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	If you answered yes to any of the previous three questions are you:
<input type="checkbox"/>	<input type="checkbox"/>	<ul style="list-style-type: none"> <li>• Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - <b>not</b> SSA/SSI)</li> <li>• Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program</li> <li>• Married and filing (or are entitled to file) a joint tax return</li> <li>• Single parent with a dependent child or children and neither you nor your child(ren) are dependent of another individual</li> <li>• Previously enrolled in the Foster Care program (age 18-24)</li> </ul>
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	

**UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.**

\_\_\_\_\_  
PRINTED NAME OF APPLICANT/TENANT

\_\_\_\_\_  
SIGNATURE OF APPLICANT/TENANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)

\_\_\_\_\_  
DATE

EXHIBIT C

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

BAYPOINT FAMILY APARTMENTS

Witnesseth that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the undersigned, having borrowed certain funds from the County of Contra Costa, California (the "Governmental Lender") for the purpose of financing the above-listed multifamily rental housing development (the "Project"), does hereby certify that:

A. During the preceding twelve-months (i) the Project was continually in compliance with the Regulatory Agreement executed in connection with such loan from the Governmental Lender, and (ii) \_\_\_\_% of the units in the Project were occupied by Low Income Tenants (minimum of 40%).

B. Set forth below is certain information regarding occupancy of the Project as of the date hereof.

- 1. Total Units: \_\_\_\_\_
- 2. Total Units Occupied: \_\_\_\_\_
- 3. Total Units Held Vacant and Available for Rent to Low Income Tenants \_\_\_\_\_
- 4. Total Low Income Units Occupied: \_\_\_\_\_
- 5. % of Low Income Units to Total Units % \_\_\_\_\_%  
(equals the Total of Lines 3 and 4, divided by the lesser of Line 1 or Line 2)

C. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the Project.

D. Select appropriate certification: [No unremedied default has occurred under the Regulatory Agreement, the Bank Loan Agreement, the Funding Loan Agreement, the Borrower Loan Agreement, the Subordinate Borrower Loan Agreement, or any of the other Borrower Loan Documents.] [A default has occurred under the \_\_\_\_\_. The nature of the default and the measures being taken to remedy such default are as follows: \_\_\_\_\_.]

E. The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings given to such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between the Governmental Lender and Baypoint Family Apartments, L.P., a California limited partnership.

Date: \_\_\_\_\_

BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

**EXHIBIT D**

**FORM OF COMPLETION CERTIFICATE**

The undersigned hereby certifies that the acquisition and construction of the Project was substantially completed as of \_\_\_\_\_.

The undersigned hereby further certifies that:

(1) the aggregate amount disbursed on the Borrower Loan to date is \$\_\_\_\_\_, and the aggregate amount disbursed on the Subordinate Borrower Loan to date is \$\_\_\_\_\_;

(2) all amounts disbursed on the Borrower Loan and on the Subordinate Borrower Loan have been applied to pay or reimburse the undersigned for the payment of Project Costs and none of the amounts disbursed on the Borrower Loan or on the Subordinate Borrower Loan have been applied to pay or reimburse any party for the payment of costs or expenses other than Project Costs;

(3) at least ninety-seven percent (97%) of the aggregate amount disbursed on the Borrower Loan and on the Subordinate Borrower Loan have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs, and less than twenty-five percent (25%) of all such disbursements have been used for the acquisition of land or an interest therein; and

(4) the Borrower is in compliance with the provisions of the Regulatory Agreement, the Borrower Loan Agreement and the Subordinate Borrower Loan Agreement.

Capitalized terms used in this Completion Certificate have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between Baypoint Family Apartments, L.P., a California limited partnership and the County of Contra Costa, California.

BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

## EXHIBIT E

### CDLAC RESOLUTION

#### THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

#### RESOLUTION NO. 18-101

**A RESOLUTION TRANSFERRING A PORTION OF THE 2018 STATE CEILING  
ON QUALIFIED PRIVATE ACTIVITY BONDS AND  
AUTHORIZING THE MAKING OF A CARRYFORWARD ELECTION FOR A  
QUALIFIED RESIDENTIAL RENTAL PROJECT**

WHEREAS, the California Debt Limit Allocation Committee ("Committee") has received an application ("Application") from the County of Contra Costa ("Applicant") for the transfer to the Applicant of a portion of the 2018 State Ceiling on Qualified Private Activity Bonds under Section 146 of the Internal Revenue Code of 1986, as amended, for use by the Applicant to issue bonds or other obligations ("Bonds") for a Project as specifically described in Exhibit A ("Project") (capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Regulations of the Committee implementing the Allocation of the State Ceiling on Qualified Private Activity Bonds); and

WHEREAS, the Project Sponsor has represented and the Applicant has confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the State Ceiling on Qualified Private Activity Bonds to the Applicant for the benefit of the Project, the Committee has relied upon the written facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is appropriate for the Committee to make a transfer of a portion of the 2018 State Ceiling On Qualified Private Activity Bonds ("Allocation") in order to benefit such Project described in the Application; and

WHEREAS, the Committee has determined that it is appropriate to authorize the Applicant to make an election to carryforward Allocation to calendar year 2019 with respect to the Project described in the Application.

NOW, THEREFORE, the California Debt Limit Allocation Committee resolves as follows:

**Section 1.** There is hereby transferred to the Applicant authorization to use \$67,000,000 of the 2018 State Ceiling on Qualified Private Activity Bonds. Such Allocation may be used only by the Applicant and only for the issuance of Bonds for the Project, as specifically described in Exhibit A. All of the terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

**Section 2.** The terms and conditions of this Resolution shall be incorporated in appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all their respective successors and assignees, will be bound by such terms and conditions. The Applicant shall monitor the Project for compliance with the terms and conditions of this Resolution. In addition, the Project shall be subject to the monitoring provisions of California Code of Regulations, Title 4, Section 10337(c) and Section 5220 of the Committee's Regulations.

**Section 3.** Any modification to the Project made prior to the issuance of the Bonds that impacts the resolution must be reported to the Executive Director and, if the Executive Director determines such modification to be material in light of the Committee's Regulations, shall require reconsideration by the Committee before the Allocation may be used for the Project. After Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by the Committee through an action for specific performance or any other available remedy. In addition, after bonds are issued, changes to Items #1, #6, #7, #10 thru #12, #14 thru #16, #18 thru #26, and #37 of the Exhibit A require Committee or Executive Director approval for the term of commitment; changes to item #2, #13, #17, #27, and #39 thru #41 of the Exhibit A cannot be altered; changes to Items #3 thru #5 of the Exhibit A require no Committee or Executive Director approval but any alterations must be reported to CDLAC staff for the affordability period; changes to Items #8 and #9 of the Exhibit A require no CDLAC notification; and changes to Items #28 thru #36 and #38 of the Exhibit A require Committee or Executive Director approval only prior to the Project being Placed in Service by the CA Tax Credit Allocation Committee (TCAC).

**RESOLUTION NO. 18-101**

Page 2 of 3

**Section 4.** Any material changes in the structure of the bond sale prior to the issuance of the Bonds and not previously approved by the Committee shall require approval of the Committee Chair or the Executive Director.

**Section 5.** The transfer of proceeds from the sale of bonds to a project other than the Project subject to this Resolution is allowable only with the prior approval of the Executive Director in consultation with the Chair, except when the Project is unable to utilize any of its allocation and the Applicant is requesting the transfer of the entire Allocation to different project(s). In such case, prior approval of the Committee must be obtained. Any transfer made pursuant to this section may only be made to another/other project(s) of the same issuer that has been previously approved by the Committee.

**Section 6.** The Applicant is authorized to use the Allocation transferred hereby to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Carryforward Allocation to any governmental unit in the State other than the Committee.

**Section 7.** The Allocation transferred herein to the Applicant shall automatically revert to this Committee unless the Applicant has issued Bonds for the Project by the close of business on **April 1, 2019**. Upon the discretion of the Executive Director, the expiration may be extended pursuant to the provisions in Chapter 1, Article 8 of the Committee's Regulations.

**Section 8.** Prior to being submitted to the IRS, draft Carryforward Elections must be emailed to CDLAC at [cdlac@treasurer.ca.gov](mailto:cdlac@treasurer.ca.gov) no later than February 1, 2019 for CDLAC approval of election amounts.

**Section 9.** Within twenty-four (24) hours of using the Allocation to issue Qualified Private Activity Bonds, the Applicant shall notify the Committee at [CDLAC@treasurer.ca.gov](mailto:CDLAC@treasurer.ca.gov) that the Allocation has been used. This notice shall identify the Applicant, the project or program, the date the Allocation was used, and the amount of Allocation used.

**Section 10.** Within fifteen (15) calendar days of the Bond closing, the Applicant or its counsel shall formally transmit to the Committee information regarding the issuance of the Bonds by submitting a completed Report of Action Taken in a form prescribed by and made available by the Committee.

**Section 11.** Any differences between the amount of Bonds issued and the amount of the Carryforward Allocation granted in Section 1 of this Resolution shall be retained by the Applicant for the period allowed by Section 146(f)(3)(A) of the Internal Revenue Code regarding carryforward elections. Use of any unused Carryforward Allocation shall be in accordance with Section 5132 of the Committee's Regulations regarding carryforward elections.

**Section 12.** The staff of the Committee is authorized and directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy of this Resolution in the Applicant's official records for the term of the Bonds under this Carryforward Allocation or the term of the income and rental restrictions whichever is longer. The Committee staff is further directed to retain a copy of this Resolution in the files of the Committee (or any successor thereto) for the same period of time.

**Section 13.** In consideration of the Allocation transferred to the Applicant and the Project Sponsor, the Applicant and the Project Sponsor shall comply with all of the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. Further, the Applicant and the Project Sponsor expressly agree that the terms and conditions of this Resolution may be enforced by the Committee through an action for specific performance or any other available remedy, provided however, that the Committee agrees not to take such action or enforce any such remedy that would be materially adverse to the interests of Bondholders. In addition, the Applicant and the Project Sponsor shall ensure that the Bond documents, as appropriate, expressly provide that the Committee is a third party beneficiary of the terms and conditions set forth in this Resolution.

**RESOLUTION NO. 18-101**

Page 3 of 3

**Section 14.** The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: <http://www.treasurer.ca.gov/cdlac>. Failure to submit compliance may result in disqualification from future program participation.

**Section 15.** This Resolution shall take effect immediately upon its adoption.

\* \* \*  
**CERTIFICATION**

I, Laura A. Whittall-Scherfee, Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Jesse Unruh Building, 915 Capitol Mall, Room 587, Sacramento, California 95814, on September 19, 2018 at 1:30 p.m. with the following votes recorded:

AYES:	Vincent P. Brown for State Treasurer John Chiang Jacqueline Wong-Hernandez for Governor Edmund G. Brown Jr. Alan LoFaso for State Controller Betty T. Yee
NOES:	None
ABSTENTIONS:	None
ABSENCES:	None

  
\_\_\_\_\_  
Laura A. Whittall-Scherfee, Executive Director

Date: September 19, 2018

**RESOLUTION NO. 18-101**  
**(QUALIFIED RESIDENTIAL RENTAL PROJECT)**  
**EXHIBIT A**

1. Applicant: County of Contra Costa
2. Application No.: 18-404
3. Project Sponsor: Baypoint Family Apartments, L.P. (Baypoint Family Apartments, LLC and CHBA Affordable IX, LLC)
4. Project Management Co.: Cambridge Real Estate Services
5. Project Name: Bay Point Family Apartments
6. Type of Project: New Construction/Family
7. Location: Bay Point, CA
8. Private Placement Purchaser: **Pacific Western Bank/Meta Housing Corporation**  
Cash Flow Bond: **Meta Housing Corporation** Evidence: \$100,000 Denominations

All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 persons per bedroom occupancy standard to determine the applicable rent.

**Applicable**

9. Public Sale: **Not Applicable**  
Credit Enhancement Provider: **Not Applicable**
10. Total Number of Units: **191** plus **2** unrestricted manager unit(s)
11. Total Number of Restricted Rental Units: **191**
12. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.
13. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.
14. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.  
**Applicable**
15. Income and Rental Restrictions:
  - a. Federally Bond-Restricted Set-aside Units:  
At least **40%** of the total units will be restricted at 60% of the Area Median Income.
  - b. Other Restricted Units  
For the entire term of the income and rental restrictions, the Project will have:  
  
At least **20** Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.  
  
At least **171** Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 60% of the Area Median Income.

**RESOLUTION NO. 18-101**

**Exhibit A**

Page 2 of 5

16. 10% of the units will be restricted to households with incomes no greater than 50% of the Area Median Income in accordance with Section 5191 of the Committee's Regulations. These units will be distributed as follows:  
**Applicable**

Studios:	0
One-bedroom:	6
Two-bedroom:	3
Three-bedroom:	8
Four-bedroom:	3
Five-bedroom:	0
  
17. For acquisition and rehabilitation projects, a minimum of \$15,000 in hard construction costs will be expended for each Project unit.  
**Not Applicable**
  
18. A minimum of \$0,000 of public funds will be expended for the Project.  
**Not Applicable**
  
19. At a minimum, the financing for the Project shall include a Taxable Tail in the amount of \$0,000. Taxable debt may only be utilized for Project related expenses, not for the cost of issuance for which the Project Sponsor could otherwise have used tax-exempt financing.  
**Not Applicable**
  
20. If the Project received points for having large family units for the entire term of the income and rental restrictions, the Project will have at least 0 three-bedroom or larger units.  
**Not Applicable**
  
21. For a period of fifteen (15) years after the Project is placed in use, the Project will provide to Project residents high-speed Internet or wireless (WiFi) service in each Project unit.  
**Not Applicable**
  
22. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents an after school program of an ongoing nature on-site, or there must be an after school program available to Project residents within 1/2 mile of the Project except where the Project will provide no cost round trip transportation. The program shall include, but is not limited to: tutoring, mentoring, homework club, art, and recreation activities to be provided weekdays throughout the school year for at least ten (10) hours per week.  
**Not Applicable**
  
23. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents instructor-led educational, health and wellness, or skill building classes. The classes shall include, but are not limited to: financial literacy, computer training, home-buyer education, GED, resume building, ESL, nutrition, exercise, health information/awareness, art, parenting, on-site food cultivation & preparation, and smoking cessation. Classes shall be provided at a minimum of 84 hours per year (drop-in computer labs, monitoring and technical assistance shall not qualify) and be located within 1/2 mile of the Project or except where Project will provide no cost round trip transportation.  
**Not Applicable**
  
24. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents 20 hours or more per week of licensed childcare on-site or there must be 20 hours or more per week of licensed childcare available to Project residents within 1/2 mile of the Project except where Project will provide no cost round trip transportation.  
**Not Applicable**

**RESOLUTION NO. 18-101**

**Exhibit A**

Page 3 of 5

25. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents health and wellness services and programs within 1/2 mile of the Project or except where Project will provide no cost round trip transportation. Such services and programs shall provide individualized support for tenants (not group classes) but need to be provided by licensed individuals or organizations. The services shall include, but are not limited to: visiting nurses programs, intergenerational visiting programs and senior companion programs. Services shall be provided for a minimum of 100 hours per year.

**Not Applicable**

26. For a period of fifteen (15) years after the Project is placed in use, the Project will offer to Project residents a bona fide service coordinator. The responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants with access services through referral and advocacy, and (c) organizing community-building and/or enrichment activities for tenants (such as holiday events, tenant council, etc.).

**Not Applicable**

27. Minimum sustainable specifications will be incorporated into the project design per Section 5205 of the CDLAC Regulations.

**Applicable**

Section Waived:

<input type="checkbox"/>	Energy Efficiency
<input type="checkbox"/>	Landscaping
<input type="checkbox"/>	Roofs
<input type="checkbox"/>	Exterior Doors
<input type="checkbox"/>	Appliances (ENERGY STAR)
<input type="checkbox"/>	Window Coverings
<input type="checkbox"/>	Water Heater
<input type="checkbox"/>	Floor Coverings
<input type="checkbox"/>	Insulation (Greengard Emission Criteria)

28. The Project commits to becoming certified under any one of the following programs upon completion:
- |   |                       |
|---|-----------------------|
| a. Leadership in Energy & Environmental Design (LEED for Homes)               | <b>Not Applicable</b> |
| b. Green Communities  | <b>Not Applicable</b> |
| c. Passive House Institute US (PHIUS)   | <b>Not Applicable</b> |
| d. Passive House  | <b>Not Applicable</b> |
| e. Living Building Challenge  | <b>Not Applicable</b> |
| f. National Green Building Standard ICC / ASRAE – 700 silver or higher rating | <b>Not Applicable</b> |
| g. Green Point Rated Multifamily Guidelines                                   | <b>Not Applicable</b> |
| h. WELL   | <b>Not Applicable</b> |

29. The Project is a New Construction or Adaptive Reuse Project that commits to Energy Efficiency (including heating, cooling, fan energy, and water heating but not the following end uses: lighting, plug load, appliances, or process energy) beyond the requirements in Title 24, Part 6 of California Building Code (Percentage Better than the 2016 Standards):

- |        |                       |
|--------|-----------------------|
| a. 7%  | <b>Not Applicable</b> |
| b. 12% | <b>Not Applicable</b> |



**RESOLUTION NO. 18-101**

**Exhibit A**

Page 5 of 5

39. As specified in Section 5144(b) of the Committee's Regulations, sponsors will be required to utilize TCAC's Compliance Manual specifically Section VI: Qualify Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three (3) years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: TCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation and unit lease.

**Applicable**

40. As specified in Section 5144(c) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicants initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three (3) years of 20% of all management files associated with the Federally Bond-Restricted units.

**Applicable**

41. As specified in Section 5144(d) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every three (3) years after the Qualified Project Period has commenced.

The following entity will conduct the site and file inspections:

**Not Applicable**

**EXHIBIT F**

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

CONTRA COSTA COUNTY  
Department of Conservation and Development  
30 Muir Road  
Martinez, California 94553  
Attention: Community Development Bond Program Manager

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**CERTIFICATE AS TO COMMENCEMENT OF  
QUALIFIED PROJECT PERIOD**

County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-1  
and  
County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-2

The undersigned, on behalf of Baypoint Family Apartments, L.P., a California limited partnership, hereby certifies that (complete blank information):

10% of the dwelling units in the Project financed in part from the proceeds of the captioned financings were first occupied on \_\_\_\_\_, 20\_\_.

50% of the dwelling units in the Project financed in part from the proceeds of the captioned financings were first occupied on \_\_\_\_\_, 20\_\_.

Capitalized terms used in this Certificate as to Commencement of Qualified Project Period have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2018, between Baypoint Family Apartments, L.P., a California limited partnership, and the County of Contra Costa, California.

BAYPOINT FAMILY APARTMENTS, L.P.,  
a California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

QUINT & THIMMIG LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Paul J. Thimmig, Esq.

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**ASSIGNMENT AGREEMENT**

**by and between the**

**COUNTY OF CONTRA COSTA, CALIFORNIA**

**and**

**PACIFIC WESTERN BANK**

**dated as of November 1, 2018**

**relating to:**

**\$\_\_\_\_\_**

**County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-1**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of November 1, 2018 (the "Assignment Agreement"), is by and between the COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "County"), and PACIFIC WESTERN BANK, a State-chartered banking corporation organized and existing under the laws of the State of California (the "Bank").

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Section 1. Recitals.

(a) Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower") and the County have entered into a Loan Agreement, dated as of November 1, 2018 (the "Borrower Loan Agreement"), whereby the County has agreed to make a loan to the Borrower for the purpose of financing costs of the construction by the Borrower of the residential rental facility to be known as Baypoint Family Apartments, which will consist of 193 units of multifamily housing to be located at the Northeast corner of Port Chicago Highway and Willow Pass Road, in the Bay Point unincorporated area of the County on the real property described in Exhibit A hereto (the "Site") in the manner and on the terms set forth in the Borrower Loan Agreement, which terms include, without limitation, the obligation of the Borrower to make loan payments (the "Borrower Loan Payments") to the County in repayment of the amount loaned under the Borrower Loan Agreement as evidenced by that certain Borrower Note of the Borrower (the "Borrower Note") referenced therein. The Borrower has executed the Deed of Trust (as such term is defined in the Borrower Loan Agreement) to secure its obligations under Borrower Note and the Borrower Loan Agreement.

(b) The County and the Bank have entered into a Loan Agreement, dated as of November 1, 2018 (the "Bank Loan Agreement"), whereby the Bank has agreed to make a loan to the County for the purpose of making funds available to the County to make the loan to the Borrower pursuant to the Borrower Loan Agreement, in the manner and on the terms set forth in the Bank Loan Agreement, which terms include, without limitation, the obligation of the County to make loan payments to the Bank from the Borrower Loan Payments in repayment of the amounts loaned under the Bank Loan Agreement, as evidenced by that certain Governmental Lender Note of the County (the "Governmental Lender Note") referenced therein.

(c) The County desires to irrevocably pledge to the Bank, as security for its obligations to repay amounts due under the Governmental Lender Note and its obligations under the Bank Loan Agreement, its rights to the Borrower Loan Payments due and payable pursuant to the Borrower Note, and to irrevocably assign to the Bank, as further security for its obligation to repay amounts due under the Governmental Lender Note and its obligations under the Bank Loan Agreement, its rights in and obligations under the Borrower Loan Agreement (except as provided herein), and any and all of its rights in and under the Disbursement Agreement[, the Subordination Agreement], the Continuing Covenants Agreement and the Deed of Trust (as such terms are defined in the Bank Loan Agreement), as well as under the Borrower Note.

(d) Each of the parties has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its respective officers to execute it.

Section 2. Assignment. As security for its obligation to repay amounts due under the Governmental Lender Note and its obligations under the Bank Loan Agreement, the County hereby transfers, assigns and sets over to the Bank all of the County's rights and obligations under the Borrower Loan Agreement (excepting only the County's rights under Section 6.7 of the Borrower Loan Agreement, and the County's right to separately enforce, for the benefit of the County, the County's rights under Sections 2.3, 2.4, 5.1(b), 5.1(d), 7.4, 8.7, 8.12 and 8.13 of the Borrower Loan Agreement) and any and all of its rights under the Borrower Note, the Subordination Agreement, the Deed of Trust, the Continuing Covenants Agreement and the Disbursement Agreement, including without limitation (a) the right to collect and receive net proceeds of any policy of insurance maintained pursuant to the Deed of Trust, the Continuing Covenants Agreement or the Borrower Loan Agreement, and (b) the right to exercise such rights and remedies conferred on the County pursuant to the Borrower Loan Agreement as may be necessary or convenient (i) to enforce payment of the Borrower Loan Payments and prepayments thereof, or (ii) otherwise to protect the interests of the Bank in the event of a default by the Borrower under the Borrower Loan Agreement or the Continuing Covenants Agreement. In addition, the County hereby irrevocably pledges to Bank, as further security for its obligation to repay amounts due under the Governmental Lender Note and its obligations under the Bank Loan Agreement (and hereby appoints Bank as its agent to collect), all of the Borrower Loan Payments (including prepayments thereof) from the Borrower under the Borrower Loan Agreement. In order to perfect the foregoing assignment, the County shall cause this Assignment Agreement to be recorded in the Contra Costa County Recorder's Office and shall endorse the Borrower Note to the Bank, without recourse.

As an incident to the assignment made to the Bank hereunder, the County hereby assigns to the Bank the County's interest in and obligations, if any, under (a) any policy of insurance issued in connection with or required to be maintained under the Deed of Trust or the Continuing Covenants Agreement, (b) any award or payment becoming payable to the County under the Deed of Trust by reason of any condemnation of all or any portion of the Site, any facilities thereon or any conveyance in lieu of condemnation, and (c) any bankruptcy, insolvency, reorganization or condemnation proceeding involving the Borrower Loan Agreement, Borrower Note and the Deed of Trust.

Section 3. Power of Attorney. The County hereby irrevocably makes, constitutes and appoints the Bank (and any of the Bank's officers, employees or agents, as appropriate and as designated by the Bank) as the County's true and lawful attorney-in-fact with full power of substitution to (a) sign in the name of the County any financing statements, continuation statements, assignments, notices of default, notices of election to sell, assignments and substitutions of trustee or similar documents necessary or appropriate to enforce the remedies of the County under the Borrower Loan Agreement, the Borrower Note and the Deed of Trust, including complaints, motions and any other pleadings necessary to secure the appointment of a receiver under the Deed of Trust, (b) to appear in any bankruptcy, insolvency, reorganization, condemnation or other action or proceeding, and (c) to prepare applications for, negotiate and settle claims, and collect any distribution, award or other amount becoming payable through or as the result of (i) any such proceedings, (ii) any insured or uninsured casualty loss, or (iii) any condemnation, taking or conveyance in lieu of condemnation of any of the assets that are the subject of the Borrower Loan Agreement, the Borrower Note, the Deed of Trust and the Subordination Agreement. The power of attorney granted by the County to the Bank hereunder, being coupled with the Bank's interest in the Site, is irrevocable until all of the obligations of County under the Governmental Lender Note have been satisfied and discharged in full. Notwithstanding the foregoing, the Bank shall provide the County with copies of all documents executed by the Bank under the foregoing power of attorney and shall advise the County in writing prior to taking any action described in clause (b) or (c) of the second preceding sentence.

Section 4. Acceptance. The Bank hereby accepts the assignments and pledge made herein for the purpose of securing the payments due pursuant to the Bank Loan Agreement.

Section 5. Conditions. This Assignment Agreement shall confer no obligations or impose no duties upon the Bank beyond those expressly provided in the Bank Loan Agreement. This Assignment Agreement shall confer no obligations or impose no duties upon the County beyond those expressly provided in the Bank Loan Agreement.

Section 6. Execution in Counterparts. This Assignment Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

COUNTY OF CONTRA COSTA,  
CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
*Director, Department of  
Conservation and Development*

PACIFIC WESTERN BANK

By: \_\_\_\_\_  
Jennifer D. Riddle,  
*Senior Vice President*

[Signature Page to Assignment Agreement B-1 – Baypoint Family Apartments]

03007.44:J15396

NOTARY ACKNOWLEDGMENT

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

State of California

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

} ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]  
Notary Public

NOTARY ACKNOWLEDGMENT

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

State of California }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]  
Notary Public

## EXHIBIT A

### LEGAL DESCRIPTION OF PROPERTY

Real property in the County of Contra Costa, State of California, described as follows:

PARCEL 1:

BEING ALL OF PARCELS B AND C, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 11-84", FILED FOR RECORD DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE LEGAL IS INCLUDED IN THE LOT LINE ADJUSTMENT APPLICATION LL 118-0008 RECORDED AUGUST 7, 2018 AS INSTRUMENT NO. 2018-0126023-00

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE WESTERLY 12.5 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN ON PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE EASTERLY 10.5 FEET OF THE WESTERLY 23 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN AS SAID PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

PARCEL 4:

AN EXCLUSIVE EASEMENT FOR SANITARY SEWER PURPOSES AS AN APPURTENANCE TO PARCEL B, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PORTION OF PARCEL D, AS SHOWN ON SAID PARCEL MAP M.S., 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL D; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE NORTHERLY LINE OF SAID PARCEL D, SOUTH 88° 49' 24" EAST 23.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 88° 49' 24" EAST 109.23 FEET; THENCE SOUTH 86° 50' 23" WEST 109.50 FEET; THENCE NORTH 00° 55' 16" EAST 8.28 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES OVER THE EAST 12.5 FEET OF PARCEL A AS SHOWN ON THE PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO CIRCLE K CONVENIENCE STORES, INC., RECORDED FEBRUARY 5, 1985 AS INSTRUMENT NO. 85-14281 IN BOOK 12172, PAGE 15, OFFICIAL RECORDS.

APN Nos: 098-240-058-2 and 098-240-059-0

**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

QUINT & THIMMIG LLP  
900 Larkspur Landing Circle, Suite 270  
Larkspur, CA 94939-1726  
Attention: Paul J. Thimmig, Esq.

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**ASSIGNMENT AGREEMENT**

**by and between the**

**COUNTY OF CONTRA COSTA, CALIFORNIA**

**and**

**BAYPOINT FAMILY APARTMENTS, LLC**

**dated as of November 1, 2018**

**relating to:**

**\$3,500,000**

**County of Contra Costa, California  
Multifamily Housing Revenue Note  
(Baypoint Family Apartments) Series 2018B-2**

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## ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT, dated as of November 1, 2018 (the "Assignment Agreement"), is by and between the COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic organized and existing under the laws of the State of California (the "Governmental Lender"), and BAYPOINT FAMILY APARTMENTS, LLC, a California limited liability company ("Baypoint").

In the joint and mutual exercise of their powers, in consideration of the mutual covenants herein contained, and for other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

### Section 1. Recitals.

(a) Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower"), Baypoint and the Governmental Lender have entered into a Borrower Loan Agreement, dated as of November 1, 2018 (the "Borrower Loan Agreement"), whereby the Governmental Lender has agreed to originate a loan to the Borrower for the purpose of financing a portion of the cost of the acquisition by the Borrower from Baypoint of the site for a residential rental facility to be known as Baypoint Family Apartments, which will consist of 193 units of multifamily housing to be located in the Baypoint unincorporated area of the County of Contra Costa, California, on the real property described in Exhibit A hereto (the "Site") in the manner and on the terms set forth in the Borrower Loan Agreement, which terms include, without limitation, the obligation of the Borrower to make loan payments (the "Borrower Loan Payments") to the Governmental Lender in repayment of the amounts required under the Borrower Loan Agreement as evidenced by that certain Borrower Note of the Borrower (the "Borrower Note") referenced therein. As provided in the Borrower Loan Agreement, the Borrower will execute the Deed of Trust (as such capitalized term is used in the Borrower Loan Agreement) to secure its obligations under the Borrower Note and the Borrower Loan Agreement.

(b) The Governmental Lender and Baypoint have entered into a Funding Loan Agreement, dated as of November 1, 2018 (the "Funding Loan Agreement"), whereby Baypoint has agreed to originate a loan to the Governmental Lender in the manner and on the terms set forth in the Funding Loan Agreement, which terms include, without limitation, the obligation of the Governmental Lender to make loan payments to Baypoint from proceeds of the Borrower Loan Payments in repayment of the amounts required under the Funding Loan Agreement, as evidenced by that certain Funding Loan Note of the Governmental Lender (the "Funding Loan Note") referenced therein.

(c) The Governmental Lender desires to irrevocably pledge to Baypoint, as security for its obligations to repay amounts due under the Funding Loan Note and its obligations under the Funding Loan Agreement, its rights to the Borrower Loan Payments due and payable pursuant to the Borrower Note, and to irrevocably assign to Baypoint, as further security for its obligation to repay amounts due under the Funding Loan Note and its obligations under the Funding Loan Agreement, its rights in and obligations under the Borrower Loan Agreement (except as provided herein), and all of its rights in and under the Deed of Trust, the Borrower Note and the other Borrower Loan Documents (as defined in the Borrower Loan Agreement).

(d) Each of the parties hereto has authority to enter into this Assignment Agreement and has taken all actions necessary to authorize its respective officers to execute it.

Section 2. Assignment. As security for its obligation to repay amounts due under the Funding Loan Note and its obligations under the Funding Loan Agreement, the Governmental Lender hereby transfers, assigns and sets over to Baypoint all of the Governmental Lender's rights and obligations under the Borrower Loan Documents (excepting only the Reserved Rights, as defined in the Funding Loan Agreement), including without limitation (a) the right to collect and receive net proceeds of any policy of insurance maintained pursuant to the Deed of Trust or the Borrower Loan Agreement, and (b) the right to exercise such rights and remedies conferred on the Governmental Lender pursuant to the Borrower Loan Agreement as may be necessary or convenient (i) to enforce payment of the Borrower Loan Payments and prepayments thereof, or (ii) otherwise to protect the interests of Baypoint in the event of a default by the Borrower under the Borrower Loan Agreement. In addition, the Governmental Lender hereby irrevocably pledges to Baypoint, as further security for its obligation to repay amounts due under the Funding Loan Note and its obligations under the Funding Loan Agreement (and hereby appoints Baypoint as its agent to collect), all of the Borrower Loan Payments (including prepayments thereof) from the Borrower under the Borrower Loan Agreement. In order to perfect the foregoing assignment, the Governmental Lender shall cause this Assignment Agreement to be recorded in the Contra Costa County Recorder's Office and shall endorse and deliver the Borrower Note to Baypoint, without recourse.

As an incident to the assignment made to Baypoint hereunder, the Governmental Lender hereby assigns to Baypoint the Governmental Lender's interest in and obligations, if any, under (a) any policy of insurance issued in connection with or required to be maintained under the Deed of Trust, (b) any award or payment becoming payable to Governmental Lender under the Deed of Trust by reason of any condemnation of the Site, any facilities thereon or any conveyance in lieu of condemnation, and (c) any bankruptcy, insolvency, reorganization or condemnation proceeding involving the Borrower Loan Agreement, the Borrower Note and the Deed of Trust.

Section 3. Power of Attorney. The Governmental Lender hereby irrevocably makes, constitutes and appoints Baypoint (and any of Baypoint's officers, employees or agents, as appropriate and as designated by Baypoint) as the Governmental Lender's true and lawful attorney-in-fact with full power of substitution to (a) sign in the name of the Governmental Lender any financing statements, continuation statements, assignments, notices of default, notices of election to sell, assignments and substitutions of trustee or similar documents necessary or appropriate to enforce the remedies of the Governmental Lender under the Borrower Loan Agreement, the Borrower Note and the Deed of Trust, including complaints, motions and any other pleadings necessary to secure the appointment of a receiver under the Deed of Trust, (b) to appear in any bankruptcy, insolvency, reorganization, condemnation or other action or proceeding, and (c) to prepare applications for, negotiate and settle claims, and collect any distribution, award or other amount becoming payable through or as the result of (i) any such proceedings, (ii) any insured or uninsured casualty loss, or (iii) any condemnation, taking or conveyance in lieu of condemnation of any of the assets that are the subject of the Borrower Loan Agreement, the Borrower Note and the Deed of Trust. The power of attorney granted by the Governmental Lender to Baypoint hereunder, being coupled with Baypoint's interest in the Site, is irrevocable until all of the obligations of Governmental Lender under the Funding Loan Note have been satisfied and discharged in full. Notwithstanding the foregoing, Baypoint shall provide the Governmental Lender with copies of all documents executed by Baypoint under the foregoing power of attorney and shall advise the Governmental Lender in writing prior to taking any action described in clause (b) or (c) of the second preceding sentence.

Section 4. Acceptance. Baypoint hereby accepts the assignments and pledge made herein for the purpose of securing the payments due pursuant to the Funding Loan Agreement.

Section 5. Conditions. This Assignment Agreement shall confer no obligations or impose no duties upon Baypoint beyond those expressly provided in the Funding Loan Agreement and the Borrower Loan Agreement. This Assignment Agreement shall confer no obligations or impose no duties upon the Governmental Lender beyond those expressly provided in the Funding Loan Agreement.

Section 6. Execution in Counterparts. This Assignment Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment Agreement by their officers thereunto duly authorized as of the day and year first written above.

COUNTY OF CONTRA COSTA,  
CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

BAYPOINT FAMILY APARTMENTS, LLC,  
a California limited liability company

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

[Signature Page to Assignment Agreement B-2 – Baypoint Family Apartments]

03007.44:J15313

NOTARY ACKNOWLEDGMENT

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

State of California }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]  
Notary Public

NOTARY ACKNOWLEDGMENT

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

State of California }  
County of \_\_\_\_\_ } ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public  
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personally appeared \_\_\_\_\_  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ [Seal]  
Notary Public

## EXHIBIT A

### DESCRIPTION OF PROPERTY

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

PARCEL 1:

BEING ALL OF PARCELS B AND C, IN THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AS SHOWN ON THAT CERTAIN PARCEL MAP ENTITLED "PARCEL MAP SUBDIVISION MS 11-84", FILED FOR RECORD DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

THE ABOVE LEGAL IS INCLUDED IN THE LOT LINE ADJUSTMENT APPLICATION LL 118-0008 RECORDED AUGUST 7, 2018 AS INSTRUMENT NO. 2018-0126023-00

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE WESTERLY 12.5 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN ON PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES AS AN APPURTENANCE TO PARCEL B OVER THE EASTERLY 10.5 FEET OF THE WESTERLY 23 FEET, MEASURED AT RIGHT ANGLES, OF PARCEL D, AS SHOWN AS SAID PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS.

PARCEL 4:

AN EXCLUSIVE EASEMENT FOR SANITARY SEWER PURPOSES AS AN APPURTENANCE TO PARCEL B, AS RESERVED IN THE DEED TO WILLOW PASS-120, LTD, AN OREGON LIMITED PARTNERSHIP, RECORDED JANUARY 10, 1986, IN BOOK 12702, PAGE 297, INSTRUMENT NO. 86-4690 AND MODIFIED BY A DOCUMENT(S) DECLARING MODIFICATIONS THEREOF RECORDED OCTOBER 26, 1998 AS INSTRUMENT NO. 98-0265409 BOTH OF OFFICIAL RECORDS, OVER THE FOLLOWING DESCRIBED PORTION OF PARCEL D, AS SHOWN ON SAID PARCEL MAP M.S., 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID PARCEL D; THENCE FROM SAID POINT OF COMMENCEMENT ALONG THE NORTHERLY LINE OF SAID PARCEL D, SOUTH 88° 49' 24" EAST 23.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTHERLY LINE, SOUTH 88° 49' 24" EAST 109.23 FEET; THENCE SOUTH 86° 50' 23" WEST 109.50 FEET; THENCE NORTH 00° 55' 16" EAST 8.28 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR COMMON DRIVEWAY AND UTILITIES PURPOSES OVER THE EAST 12.5 FEET OF PARCEL A AS SHOWN ON THE PARCEL MAP M.S. 11-84, FILED DECEMBER 26, 1984 IN BOOK 113 OF PARCEL MAPS, PAGES 42 AND 43, IN THE OFFICE OF THE CONTRA COSTA COUNTY RECORDER, AS RESERVED IN THE DEED TO CIRCLE K CONVENIENCE STORES, INC., RECORDED FEBRUARY 5, 1985 AS INSTRUMENT NO. 85-14281 IN BOOK 12172, PAGE 15, OFFICIAL RECORDS.

APN Nos: 098-240-058-2 and 098-240-059-0

**PROMISSORY NOTE**

\$3,500,000.00

November \_\_, 2018

FOR VALUE RECEIVED, Baypoint Family Apartments, L.P., a California limited partnership (the "Borrower"), having its office at c/o Meta Housing Corporation, 11150 West Olympic Boulevard, Suite 620, Los Angeles, California 90094, hereby promises to pay to the order of the County of Contra Costa, California (the "Governmental Lender"), the sum of three million five hundred thousand dollars (\$3,500,000.00) (the "Borrower Loan") pursuant to that certain Borrower Loan Agreement, dated as of November 1, 2018 (the "Borrower Loan Agreement"), among Borrower, Baypoint Family Apartments, LLC ("Baypoint") and Governmental Lender, plus interest thereon at the rate set forth below from the date of this Note until paid. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Borrower Loan Agreement, which is incorporated herein by this reference. All sums advanced pursuant to this Note shall be due and payable in full on the date which is the earlier of (a) November \_\_, 2073, or (b) any earlier date on which the entire Borrower Loan is required to be paid in full, by acceleration or otherwise under the Borrower Loan Agreement or any of the other Borrower Loan Documents (the "Maturity Date").

1. The obligation of Borrower to Governmental Lender hereunder shall be secured by a Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, dated as of November 1, 2018 ("Deed of Trust") executed by Borrower encumbering certain land in Contra Costa County, California referenced in Exhibit A thereto (the "Property").

2. This Note evidences the obligation of Borrower to Governmental Lender in respect of a credit against the acquisition price of the Property by Borrower from Baypoint related to the acquisition and construction by the Borrower of 193 units of multifamily rental housing known as Baypoint Family Apartments in the Baypoint unincorporated area of the County of Contra Costa, California, and situated on the land described in Exhibit A to the Deed of Trust, all pursuant to the Borrower Loan Agreement.

3. Interest on the Borrower Loan shall bear interest at a fixed, simple interest rate of 3.75% per annum per annum based on a 360-day year comprised of twelve 30 day months. Interest shall be paid as provided below.

4. Commencing on the first day of November, 2019, and continuing on the first day of each November thereafter until the Maturity Date, Borrower shall pay to Governmental Lender payment of principal and interest equal to 75% of Borrower's residual cash flow (limited to such percentage of the "Cash Flow" as expected to be defined in the Borrower's Amended and Restated Partnership Agreement) from the Property after payment of Borrower's actual operating expenses for the property and all amounts due under the Funding Loan Documents and the Borrower Loan Documents (as such terms are defined in the Funding Loan Agreement referred to in Section 1.1 of the Borrower Loan Agreement) for the prior calendar year or portion of the prior year, as calculated by Baypoint. All accrued interest and unpaid principal shall be due and payable on the Maturity Date.

5. Borrower acknowledges that, in making the loan evidenced by this Note, the Governmental Lender has relied to a material extent upon the business reputation of the managers of Borrower and upon the continuing interest which Borrower will have in the Property. In the event Borrower sells, conveys, transfers, disposes of, hypothecates, mortgages or otherwise alienates or encumbers the Property or any part thereof, or any interest in the

Property, by operation of law or otherwise, or should the Property be syndicated without the prior written consent of Governmental Lender, then Governmental Lender shall have the right pursuant to the Borrower Loan Agreement and Borrower Loan Documents to declare all sums evidenced by this Note immediately due and payable, subject in any event to the provisions of Section 6.2 of the Borrower Loan Agreement.

Borrower acknowledges that if an Event of Default occurs under the Borrower Loan Agreement, the Deed of Trust or any other Borrower Loan Document which is not cured as provided therein, Baypoint, on behalf of Governmental Lender, shall have the right, pursuant to the terms of the Borrower Loan Agreement or the Deed of Trust, respectively, to declare all sums evidenced by this Note immediately due and payable, subject in any event to the provisions of Section 6.2 of the Borrower Loan Agreement. Borrower specifically agrees that any action by Governmental Lender, Baypoint or their respective designee to obtain performance under the Borrower Loan Agreement of an obligation other than repayment of the debt secured by the Deed of Trust shall not constitute an "action" within the meaning of California Code of Civil Procedure § 726, and Borrower hereby waives any defense it might otherwise have based on the "one-action" rule in any subsequent proceeding involving Governmental Lender's for Baypoint's foreclosure rights under the Deed of Trust.

6. Upon and during the continuation of an Event of Default, as defined in the Borrower Loan Agreement, the Borrower Loan shall bear interest, payable upon demand, at a rate per annum equal to the sum of the otherwise applicable interest rate plus five percent (5%) ("Default Rate").

If interest payments are not paid within ten (10) days from the date they become due or any other payment hereunder is not paid within ten (10) business days after written notice from Governmental Lender or Baypoint, any payment or other payment so unpaid, as the case may be, shall bear interest from the date such was due until paid at the Default Rate. Interest on such payment so unpaid shall be compounded monthly and shall be payable upon demand. In addition to payment of the Default Rate on such unpaid amount, Borrower shall pay a reasonable late or collection charge equal to five percent (5%) of the amount so unpaid. Governmental Lender and Borrower agree that the actual damages and costs sustained by Governmental Lender due to the failure to make timely payments would be extremely difficult to measure and that the charges specified in this paragraph represent a reasonable estimate by Borrower and Governmental Lender of a fair average compensation for such damages and costs. Such charges shall be paid by Borrower without prejudice to the right of Governmental Lender or Baypoint to collect any other amounts provided to be paid under this Note or any other agreement or, with respect to late payments, to declare an Event of Default.

Both principal and interest shall be paid by Borrower in lawful money of the United States of America such that Baypoint, on behalf of Governmental Lender, has received immediately available funds for the credit of Borrower not later than 3:00 p.m. Pacific time on the date that such payment is due. Any payment made after 3:00 p.m. Pacific time shall be deemed received on the next Business Day. If any payment becomes due on any day which is not a Business Day, such Payment shall be made on the next succeeding Business Day. The term "Business Day" means those weekdays on which Governmental Lender and Baypoint are open and conducting its customary transactions.

7. Payments under this Note are payable in lawful money of the United States at the principal office of Baypoint, on behalf of Governmental Lender, Baypoint Family Apartments, LLC c/o Meta Housing Corporation, 11150 West Olympic Boulevard, Suite 620, Los Angeles, California 90094, Attention: President, or at such other place as the holder hereof may inform Borrower in writing.

8. Borrower waives presentment for payment, demand, protest, and notice of dishonor and of protest; the benefits of all waivable exemptions; and all defenses and pleas on the ground of any extension or extensions of the time of payment or of any due date under this Note, in whole or part, whether before or after maturity and with or without notice.

9. As provided in the Borrower Loan Agreement, in the event of the occurrence of an Event of Default, Borrower and its partners shall not be personally liable for repayment of the Borrower Loan. Governmental Lender's and Baypoint's remedies in the event of an Event of Default shall be limited to judicial foreclosure of the property described in the Deed of Trust and the exercise of the power of sale or other rights granted under the Deed of Trust or any other instrument given to secure the indebtedness recited above.

10. Borrower shall have the right to prepay at any time without premium the Borrower Loan evidenced by this Note, or any part thereof, together with accrued interest to the prepayment date.

11. If this Note is not paid when due, whether at the Maturity Date or by acceleration, Borrower promises to pay all costs of collection including, without limitation, reasonable attorneys' fees, and all expenses in connection with the protection or realization of the Property securing the obligations evidenced by this Note, incurred by Governmental Lender or Baypoint on account of such collection, whether or not suit is filed. Such costs and expenses shall include, without limitation, all costs, reasonable attorneys' fees and expenses incurred by Governmental Lender or Baypoint in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving Borrower, which in any way affect the exercise by Governmental Lender or Baypoint of their respective rights and remedies under this Note or under the Deed of Trust or other agreement securing the obligations under this Note. Such costs and expenses shall also include reasonable attorneys' fees and costs incurred in enforcing any judgment in a legal action pursuant to this paragraph. This entitlement to post-judgment attorneys' fees is intended to be severable from the other provisions of this Note, to survive any judgment, and is not deemed merged into the judgment.

12. All notices, demands, approvals and other communications provided for herein shall be in writing and shall be given in the manner set forth in the Borrower Loan Agreement.

13. Time is of the essence with respect to every provision hereof. This Note shall inure to the benefit of Governmental Lender, its successors and assigns (including Baypoint), and shall be binding on Borrower, its successors and assigns.

14. This Note may not be changed or terminated orally, but only by an agreement in writing signed by the party against whom enforcement of such change or termination is sought.

15. The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Borrower Note (the "Senior Note") executed by Borrower, payable to the order of the Governmental Lender, and endorsed by the Governmental Lender to Pacific Western Bank ("Senior Lender"), to the extent and in the manner provided in that certain Subordination Agreement to be entered into among the payee of this Note, and Senior Lender and Borrower (the "Subordination Agreement"). The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust, Security Agreement, Absolute Assignment of Leases and Rents and Fixture Filing, dated as of November 1, 2018 securing the Senior Note and the terms, covenants and conditions of the Loan Agreement, dated as of November 1, 2018, between the Governmental Lender and the Borrower, evidencing the terms of the Senior Note, as

more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent owner of this Note under the Deed of Trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent owner of this Note shall be deemed, by virtue of such owner's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement.

16. The provisions of this Note shall be subject to the provisions of the second paragraph of 6.2 of the Borrower Loan Agreement which shall prevail in the event of any conflict between such provisions and the provisions of this Note.

IN WITNESS WHEREOF, this Note has been duly executed by Borrower as of the date first above written.

Borrower: BAYPOINT FAMILY APARTMENTS L.P., a  
California limited partnership

By: BayPoint Family Apartments, LLC,  
a California limited liability company,  
its administrative general partner

By: \_\_\_\_\_  
Kasey Burke,  
Vice President

By: CHBA Affordable IX, LLC,  
a California limited liability company,  
its managing general partner

By: \_\_\_\_\_  
Graham Espley-Jones,  
President

Pay to the order of Baypoint Family Apartments, LLC, a California limited liability company, without recourse.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: \_\_\_\_\_  
John Kopchik,  
Director, Department of  
Conservation and Development

03007.44:J15320

[signature page to Promissory Note – Baypoint Family Apartments]

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## GOOD FAITH ESTIMATE

Pursuant to California Government Code Section 5852.1, the lender identified below (the "Lender") has provided the following required information to the County of Contra Costa (the "County") prior to the meeting (the "Meeting") of the County's Board of Supervisors (the "Board") at which Meeting the Board will consider the sale of the bonds identified below (the "Bonds").

1. Name of Lender: Pacific Western Bank
2. Board of Supervisors Meeting Date: October 23, 2018
3. Name of Bond Issue: 63,500,000 County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments), Series 2018B-1 and \$3,500,000 County of Contra Costa, California Multifamily Housing Revenue Note (Baypoint Family Apartments), Series 2018B-2
4. The Lender has provided to the County the following required good faith estimates relating to the Bonds:
  - (A) The true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of Bonds (to the nearest ten-thousandth of one percent): 4.8255%.
  - (B) The finance charge of the Bonds, which means the sum of all fees and charges paid to third parties: \$573,178.00.
  - (C) The amount of proceeds received by the public body for sale of the Bonds less the finance charge of the Bonds described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of the Bonds: \$62,247,390.00.
  - (D) The total payment amount, which means the sum total of all payments the public body will make to pay debt service on the Bonds plus the finance charge of the Bonds described in subparagraph (B) not paid with the proceeds of the Bonds (which total payment amount shall be calculated to the final maturity of the Bonds): \$130,942,944.70<sup>(1)</sup>.

(1) Includes an estimated annual administrative expense of \$7,500.00

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to a variety of factors. The actual interest rates borne by the Bonds and the actual amortization of the Bonds

will depend on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the County.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: APPROVE the Clean and Green Adopt-a-Tree, Adopt-a-Block Cleanups and Watershed Connections Route Project and take related actions under CEQA.

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**RECOMMENDATION(S):**

APPROVE the Clean and Green Adopt-a-Tree, Adopt-a-Block Cleanups and Watershed Connections Route Project (Project), North Richmond area(s). [County Project No. 7517-6W7257, DCD-CP #18-30] (District I).

DETERMINE the Project is a California Environmental Quality Act (CEQA), Class 1(c) Categorical Exemption, pursuant to Article 19, Section 15301 of the CEQA Guidelines,

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

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

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

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

- AYE: John Gioia, District I Supervisor
- Candace Andersen, District II Supervisor
- Diane Burgis, District III Supervisor
- Karen Mitchoff, District IV Supervisor
- Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Laura Cremin  
925-313-2015

### FISCAL IMPACT:

Estimated Project cost: \$250,000. (67% California State Coastal Conservancy and 33% Local County Watershed Program Funds)

### BACKGROUND:

The purpose of this project is to implement a suite of multiple-benefit urban greening projects in the community. North Richmond, a Community of Concern and Priority Development Area at the mouth of the San Pablo Creek and Wildcat Creek watersheds, is challenged by lack of street trees, illegally-dumped materials, and poor infrastructure. This project is needed to expand the urban forest to reduce heat islands, improve water quality of the creeks through trash reduction and removal, and increase the community's awareness of and safe access to their local natural resources.

This project is part of the North Richmond Watersheds Connections grant. The Clean and Green Adopt-a-Tree, Adopt-a-Block, and Watershed Connections Route Project will be implemented in one phase that is distinct from the other elements of the grant. The Fred Jackson Way Rain Gardens and Fred Jackson Way First Mile/Last Mile Urban Greening elements are separate phases.

The aims of each primary component of the project are to:

1. Clean and Green Adopt-a-Tree: Increase the urban canopy by planting 50 street trees on private property in collaboration with homeowners;
2. Clean and Green Adopt-a-Block: Lead County-funded block cleanups, anticipated to remove 4,500 pounds of trash from the creeks and watersheds annually, as well as leverage ongoing trash reduction efforts by providing "jewel boxes" (artful trash and recycling receptacles) at litter hot spots; and
3. Clean and Green Watershed Connections Route: Improve watershed awareness, access, and walkability with wayfinding, artwork, and interpretive elements, such as painted footprints, along the Watershed Connections route.

### CONSEQUENCE OF NEGATIVE ACTION:

Delay in approving the project may result in a delay of design, construction, and may jeopardize funding.

### ATTACHMENTS

CEQA Document

PUBLIC WORKS DEPARTMENT  
INITIAL STUDY OF  
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: 7517-6W7257  
CP# 18-30

PROJECT NAME: Clean and Green Adopt-a-Tree, Adopt-a-Block Cleanups and Watershed Connections Route

PREPARED BY: Laura Cremin AB

DATE: September 18, 2018

APPROVED BY: Telma B. Moreira

DATE: 9/20/2018

**RECOMMENDATIONS:**

Categorical Exemption: 15301 [Class 1(c)]

Negative Declaration

Environmental Impact Report Required

Conditional Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: The project consists of minor alteration of existing facilities involving no expansion of use, pursuant to section 15301(c) of the CEQA guidelines. This project also consists of new gardening or landscaping pursuant to 15304(b).

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: <u>Richmond</u>	Base Map Sheet #: <u>J-4</u>	Parcel #: <u>N/A</u>
----------------------------------	------------------------------	----------------------

**GENERAL CONSIDERATIONS:**

1. **Location:** The project is located in North Richmond [Figures 1-3].
2. **Project Description:** The purpose of this project is to implement a suite of multiple-benefit urban greening projects in the community. North Richmond, a Community of Concern and Priority Development Area at the mouth of the San Pablo Creek and Wildcat Creek watersheds, is challenged by lack of street trees, illegally-dumped materials, and poor infrastructure. This project is needed to expand the urban forest to reduce heat islands, improve water quality of the creeks through trash reduction and removal, and increase the community's awareness of and safe access to their local natural resources.

This project is part of the North Richmond Watersheds Connections grant. The **Clean and Green Adopt-a-Tree, Adopt-a-Block, and Watershed Connections Route** (project) will be implemented in one phase that is distinct from the other elements of the grant. The Fred Jackson Way Rain Gardens and Fred Jackson Way First Mile/Last Mile Urban Greening elements are separate phases.

The aims of each primary component of the project are to:

- 1) **Clean and Green Adopt-a-Tree:** Increase the urban canopy by planting 50 street trees on private property in collaboration with homeowners. A Neighborhood Adopt-a-Tree Program Outreach will recruit homeowners and community members for tree adoption and continued tree care resources and support. These efforts include tree planting, assessment, and reporting. 42 trees will be planted on private property, and 8 trees will be planted in the public right-of-way.
- 2) **Clean and Green Adopt-a-Block:** Lead County-funded Adopt-a-block cleanups, anticipated to remove 4,500 pounds of trash from the creeks and watersheds annually, as well as leverage ongoing trash reduction efforts by providing "jewel boxes" (artful trash and recycling receptacles) at litter hot spots. These efforts include community outreach and education, monthly cleanup events, and trash removal assessment and reporting.
- 3) **Clean and Green Watershed Connections Route:** Improve watershed awareness, access, and walkability with wayfinding, artwork, and interpretive elements, such as painted footprints, along the Watershed Connections route. These efforts include community outreach and education, development of signage and interpretive elements, installation, assessment, and reporting.

No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project area. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut. The project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented.

One lane will be open during construction activities. Emergency vehicles will have access at all times.

3. **Does it appear that any feature of the project will generate significant public concern?**

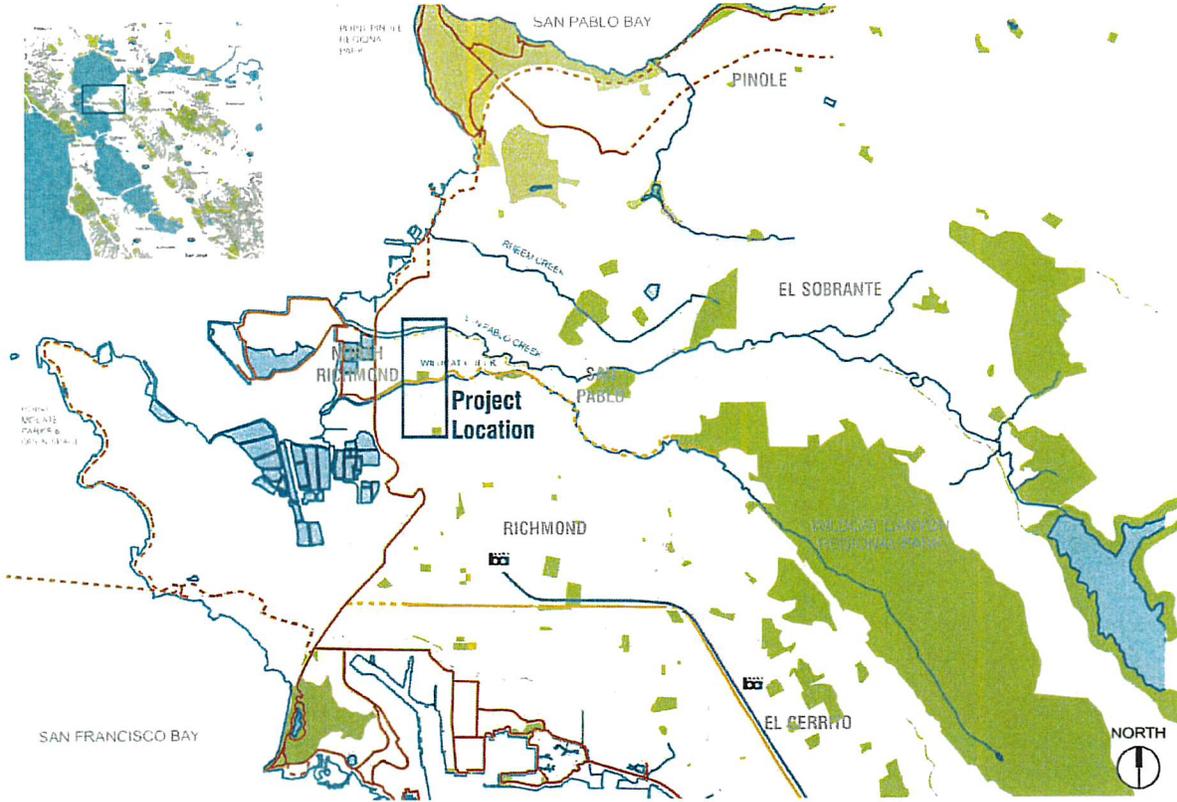
Yes  No  maybe (Nature of concern):

4. **Will the project require approval or permits by other than a County agency?**

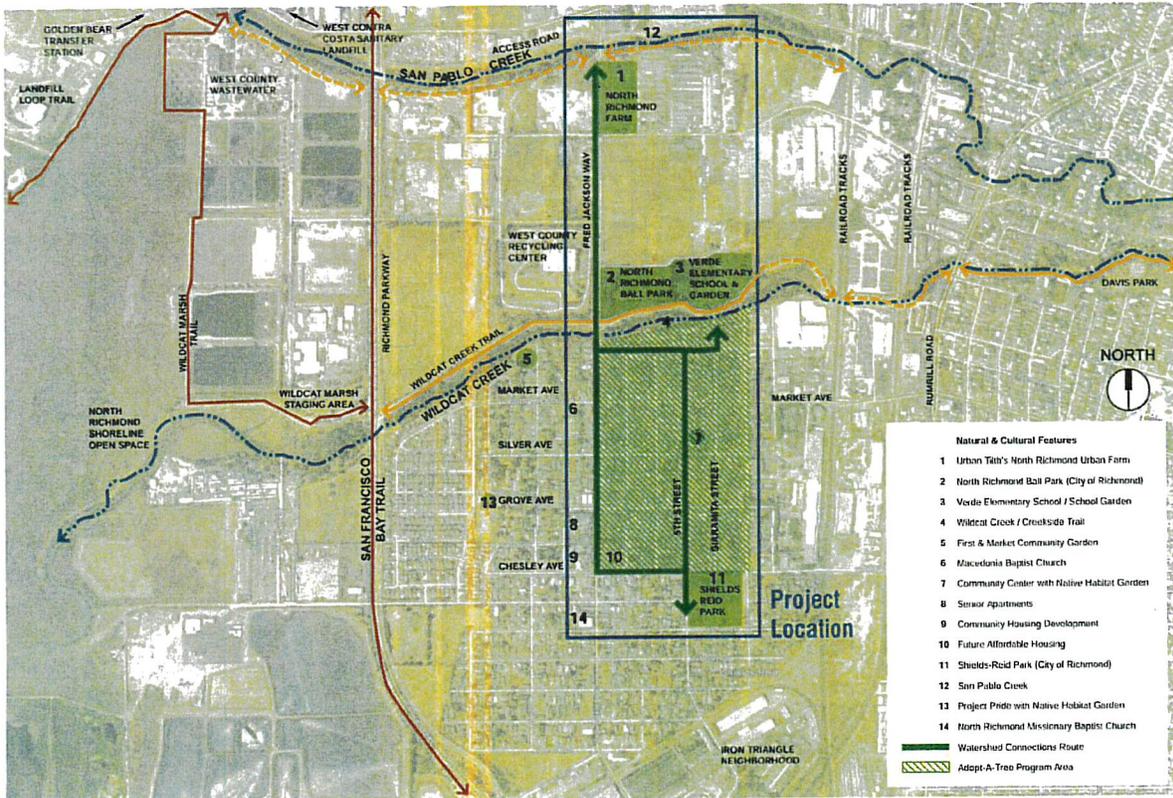
Yes  No

5. **Is the project within the Sphere of Influence of any city?** No

# EXHIBIT A: PROJECT MAPS AND GRAPHICS



Regional Map: North Richmond and Vicinity



Neighborhood Scale Map

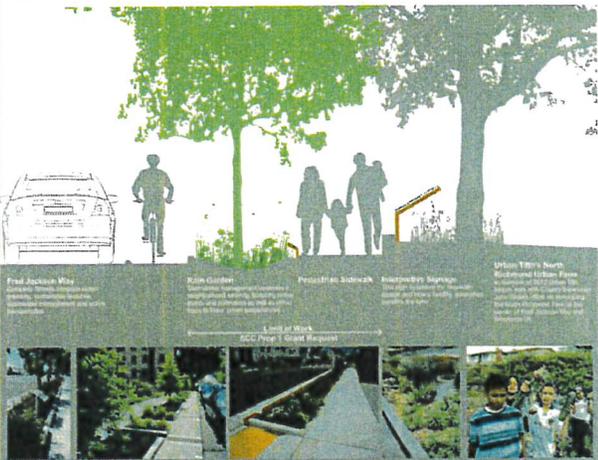
## NORTH RICHMOND WATERSHED CONNECTIONS A MULTI-BENEFIT URBAN GREENING DEMONSTRATION PROJECT

Figure 1



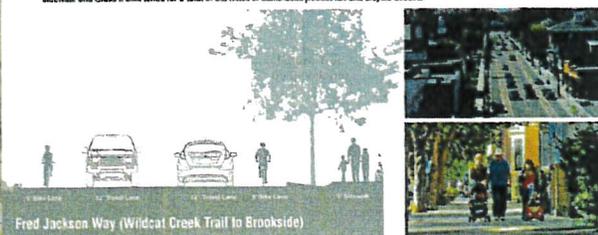
### Fred Jackson Way Rain Gardens **Separate project**

- Project Lead:** Urban Tilt  
 ● **Urban Greening:** 6 Trees, 3,475 s.f. planting area with native species  
 ■ **Stormwater Management:** 3,475 s.f. rain garden treats 3,110,400 gallons of stormwater annually



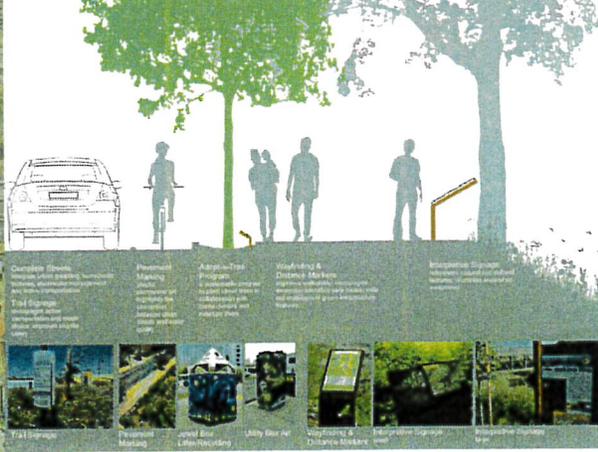
### Fred Jackson Way First Mile/Last Mile Urban Greening **Separate project**

- Project Lead:** Contra Costa County Public Works Department  
 ● **Urban Greening:** 37 Trees (shown conceptually, see design plan for layout)
- This is a Contra Costa County Department of Public Works Project. The ATP-funded project includes ADA accessible sidewalk with street trees along 0.3-mile roadway from Grove Avenue to Wildcat Creek Trail. It extends an additional 0.3 miles north to Brookside Drive to construct sidewalk and Class II bike lanes for a total of 0.6 miles of continuous pedestrian and bicycle access.



### Clean & Green Adopt-a-Tree Program & Walkable Watersheds

- Project Lead:** The Watershed Project
- **Urban Greening:** Adopt-a-Tree Program / 50 Trees (refer to design plan for opportunity sites)
  - **Walkable Watersheds:** 4 interpretive features, 15 wayfinding markers, painted pavements, art
  - **Water Quality / Litter Reduction:** 3 "jewel boxes" (litter/recycling receptacles with mosaic art)



**NORTH RICHMOND WATERSHED CONNECTIONS**  
 A MULTI-BENEFIT URBAN GREENING DEMONSTRATION PROJECT

Figure 2



**Design Plan:**  
**Clean and Green Adopt-A-Tree Program**  
**NORTH RICHMOND WATERSHED CONNECTIONS**  
**A MULTI-BENEFIT URBAN GREENING DEMONSTRATION PROJECT**

- Legend**
- ### Assumed Owner Occupied
  - ### Assumed Non-Owner Occupied
  - Public Parks and Open Space
  - Adopt-a-Tree Opportunity Site  
118 potential locations  
50 adopt-a-trees requested
  - Watershed Connections Route



**Figure 3**

**CALIFORNIA ENVIRONMENTAL QUALITY ACT**  
**Notice of Exemption**

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

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

County Clerk  
County of: Contra Costa

Project Title: **Clean and Green Adopt-a-Tree, Adopt-a-Block Cleanups and Watershed Connections Route**  
**Proj. No. WO7257, CP#18-30**

Project Applicant: **Contra Costa County Public Works Department**

Project Location – **Specific:** Unincorporated North Richmond, primarily along Fred Jackson Way

Project Location: North Richmond, CA Project Location – County: **West Contra Costa**

**Description of Nature, Purpose and Beneficiaries of Project:** The purpose of this project is to implement a suite of multiple-benefit urban greening projects in the community. North Richmond, a Community of Concern and Priority Development Area at the mouth of the San Pablo Creek and Wildcat Creek watersheds, is challenged by lack of street trees, illegally-dumped materials, and poor infrastructure. This project is needed to expand the urban forest to reduce heat islands, improve water quality of the creeks through trash reduction and removal, and increase the community's awareness of and safe access to their local natural resources.

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No tree removal will be necessary. Tree and shrubbery trimming may be necessary throughout the project area. In order to minimize damage to trees, any roots exposed during construction activities will be clean cut. The project will maintain the existing drainage pattern and will not create new impervious areas. Appropriate Best Management Practices (BMPs) will be implemented.

One lane will be open during construction activities. Emergency vehicles will have access at all times

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

**Exempt Status:**

- |   |   |
|---|---|
| <input type="checkbox"/> Ministerial Project (Sec. 21080(b)(1); 15268;      | <input checked="" type="checkbox"/> Categorical Exemption: <u>15301 Class 1(c), 15304 (b)</u> |
| <input type="checkbox"/> Declared Emergency (Sec. 21080(b)(3); 15269(a));   | <input type="checkbox"/> Other Statutory Exemption, Code No.: _____                           |
| <input type="checkbox"/> Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); | <input type="checkbox"/> General Rule of Applicability [Article 5, Section 15061 (b)(3)]      |

**Reasons why project is exempt:** This activity is no subject to the California Environmental Quality Act (CEQA), pursuant to Article 5 Section 15061 (b)(3) of the CEQA guidelines.

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

If filed by applicant:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant

**AFFIDAVIT OF FILING AND POSTING**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**Applicant:**

Public Works Department  
255 Glacier Drive  
Martinez, CA 94553  
Attn: **Laura Cremin**  
Environmental Services Division  
Phone: (925) 313-2015

**Department of Fish and Game Fees Due**

- |  |
|--|
| <input type="checkbox"/> EIR - \$3,168.00  |
| <input type="checkbox"/> Neg. Dec. - \$2,280.75                                  |
| <input type="checkbox"/> DeMinimis Findings - \$0                                |
| <input checked="" type="checkbox"/> <b>County Clerk - \$50</b>                   |
| <input checked="" type="checkbox"/> <b>Conservation &amp; Development - \$25</b> |

**Total Due: \$75.00**

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

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



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Early Head Start Childcare Partnership 2018 Certification of Health and Safety Screening Report

---

**RECOMMENDATION(S):**

ACCEPT and APPROVE the Early Head Start Childcare Partnership 2018 Certification of Health and Safety Screening, as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department, Community Services Bureau was awarded a grant from the Office of Head Start (OHS) entitled, Early Head Start Childcare Partnership (EHS-CCP2) on March 20, 2017. A condition of the grant is to conduct a review of each site that serves children via this funding source to evaluate the health and safety measures of each center. Fourteen sites were reviewed using the screener tool specified by OHS. Six sites were found proficient and eight sites needing corrective action. This board order presents the report and the certification form which must be signed by the Board of Supervisors Chair in order to return to OHS.

**CONSEQUENCE OF NEGATIVE ACTION:**

If not approved, the Department will not be able to submit required documents to the Office of Head Start.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: CSB (925) 681-6389

cc: Nasim Eghlima, Sara Reich

CHILDREN'S IMPACT STATEMENT:

The Employment and 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.

ATTACHMENTS

Certification

Health and Safety report



## Certification of Health and Safety Screening

**Grant Number:** 09HP000111-01-00

**Grantee Name:** Contra Costa County Employment and Human Services Department Community Services Bureau

The signatures below attest that our agency has completed a health and safety screening of each site where children receive Head Start/Early Head Start services, consistent with the terms and conditions of the Notice of Award (NoA).

Our agency commits to maintaining compliance with local, state, and federal health and safety requirements.

\_\_\_\_\_  
**Board Chair/Tribal Chair**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Policy Council Chair**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Head Start Director**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Early Head Start Director**

\_\_\_\_\_  
**Date**

## Health and Safety Screener Results Summary

Grant Number: 09HP000111

Program: Early Head Start-Child Care Partnership (EHS-CCP2)

### Overview:

As a condition of the Early Head Start- Child Care Partnership (EHS-CCP2) grant funding award dated March 20, 2017, Contra Costa County Community Services Bureau is required to conduct a review of each site serving children through this funding utilizing the health and safety screener checklist. The health and safety screener helps organizations to identify where they need to make changes and build capacity in order to ensure children are healthy and safe while in their care.

The following sites serving children under this grant have been reviewed with the required tool:

- Ambrose
- Baby Yale
- Balboa
- Bayo Vista
- CC College
- Crescent Park
- Crossroads
- Kid's Castle
- KinderCare Mahogany
- Los Arboles
- Tiny Toes
- YMCA 8<sup>th</sup> St.
- YMCA Richmond CDC
- YMCA Rodeo

### Findings:

Fourteen (14) sites were reviewed utilizing the health and safety screener tool. This tool has a series of twenty-four (24) requirements. Upon completion of the tool, six (6) sites were found to have no areas for improvement. The remaining eight (8) sites had a total of twenty (20) items in need of improvement, as summarized below.

Site	Items in Need of Improvement	Status
Crescent Park	Toileting and diapering areas are not separated from areas used for food preparation, service, and eating; Garbage is not stored in a safe and sanitary manner to prevent contamination	<i>Corrected</i>
Crossroads	Emergency contact information not available in the event evacuation is needed	<i>Corrected</i>
Kid's Castle	Playground structure is not age appropriate; Divider needed to meet group size requirements	<i>Action Plan in Progress</i>
KinderCare Mahogany	Two exists need signs to clearly mark all exits	<i>Corrected</i>

Tiny Toes	Medication is not properly stored and labeled so that it is not accessible to children; Playground not in good repair; Infectious disease policy not posted; No documentation of indoor and outdoor premises inspection prior to each use by children	<i>Corrected</i>
YMCA 8 <sup>th</sup> St.	Emergency lighting not available in case of a power failure; Age appropriate play area needed in addition to some repair; Children in outside area have access to unsafe areas; Exits are not clearly marked; Fire extinguisher service not current; Medication not easily accessible; Children not protected from potential hazards presented by windows	<i>Corrected</i>
YMCA Richmond CDC	Fire Drills and Earthquake drills not current; Children in outside area have access to unsafe areas; Staff to child ratios not maintained	<i>Corrected</i>
YMCA Rodeo	Emergency disaster plan not updated annually	<i>Corrected</i>

**Outcomes:**

Timely follow-up has been conducted for each item and actions have been taken to ensure child safety, representative of quality standards of Head Start and local regulation. Action plans have been implemented for any outstanding items in need of improvement.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: October 23, 2018

Subject: Renewal of Cardroom License

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to renew Cardroom License Number 6, known as "California Grand Casino" currently located at 5988 Pacheco Blvd., Pacheco, California, for the period of November 26, 2018 through November 25, 2019.

**FISCAL IMPACT:**

\$10,500; \$1,000 application fees plus \$500 per table for licensing of nineteen (19) card tables. 100% Revenue.

**BACKGROUND:**

In accordance with County Ordinance No. 82-44, Chapter 52-3, Article 52-3.3, Section 52-3.321, an application has been submitted by Mr. Lamar V. Wilkinson and Ms. Elizabeth Wilkinson for the renewal of Cardroom License Number 6, known as "California Grand Casino". The Office of the Sheriff conducted a background investigation of the applicants. The investigation produced no adverse information, which would preclude approval of this application. This Cardroom License will be issued to Mr. Lamar V. Wilkinson and Ms. Elizabeth Wilkinson, owners of the cardroom establishment.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Sandra Brown,  
925-335-1553

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Negative action will result in Cardroom License Number 6 not being renewed and expiring on November 25, 2018. Once expired, the Cardroom will no longer be able to operated until such time that a new license has been approved.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: Disposal of Surplus Property

---

**RECOMMENDATION(S):**

DECLARE as surplus and AUTHORIZE the Purchasing Agent, or designee, to dispose of fully depreciated vehicles and equipment no longer needed for public use, as recommended by the Public Works Director, Countywide.

**FISCAL IMPACT:**

No fiscal impact.

**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.

**CONSEQUENCE OF NEGATIVE ACTION:**

Public Works would not be able to dispose of surplus vehicles and equipment.

- 
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  - RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE
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ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Nida Rivera, (925) 313-2124

cc:

ATTACHMENTS

Surplus Vehicles





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: October 23, 2018

Subject: Clarification of September 11, 2018 Board Agenda Item 39

---

**RECOMMENDATION(S):**

APPROVE clarification of Board action of September 11, 2018 (Item C.39) which approved and authorized the Employment and Human Services Director, or designee, to apply for and accept grant funding from California Health Advocates for the Senior Medicare Patrol Program, to change the term from September 1, 2018 through December 31, 2018 to September 1, 2018 through May 31, 2019 with no change in the grant payment limit of \$3,500.

**FISCAL IMPACT:**

County to receive \$3,500 from California Health Advocates, 100% Federal funds, with no County match.

**BACKGROUND:**

Funding will support the Employment and Human Services Department, Aging and Adult Bureau, Health Insurance Counseling and Advocacy Program (HICAP) provide a Senior Medicare Patrol (SMP) liaison who will focus on outreach and education to prevent, detect, and report Medicare fraud, errors, and abuses.

**CONSEQUENCE OF NEGATIVE ACTION:**

Without the grant term clarification, the Senior Medicare Patrol Program funding period would be reduced.

---

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ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Elaine Burres  
608-4960

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: October 23, 2018

Subject: EXECUTE a Quitclaim Deed to reconvey the County's interests in land no longer needed for community center purposes, Discovery Bay West area.

---

**RECOMMENDATION(S):**

DETERMINE that an offer of dedication for community center purposes on Parcel I within Subdivision 7686 (Discovery Bay West), located on Newport Drive and identified as Assessor's Parcel No. 011-350-009, under that final map recorded March 23, 2000, in Book 418 of Maps, Page 26, is no longer required by the County for those purposes, Discovery Bay area. Project No.: WL72RP-SD04-8828.

APPROVE and AUTHORIZE the Chair, Board of Supervisors, or designee, to execute a Quitclaim Deed to reconvey to Hofmann Land Development Company, LLC (Grantee) the County's interests in Parcel I under the above offer of dedication, pursuant to Government Code section 66477.5(c), and DIRECT the Real Estate Division of the Public Works Department to cause said Quitclaim Deed to be delivered to the Grantee for recording in the office of the County Clerk-Recorder.

**FISCAL IMPACT:**

No fiscal impact.

---

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ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Scarlett Torres (925)  
957-2466

cc:

## BACKGROUND:

The first phase of the Discovery Bay West Project within Subdivision 7686 was approved by the Board of Supervisors on August 7, 1995, with a Condition of Approval number 41 (COA 41) which required the project applicant, Hofmann Land Development Company, LLC (HLDC), to dedicate a site within the Subdivision for development of a community center and pay 50 percent of the construction cost. Parcel I, dedicated to the County by a final map, recorded March 23, 2000, in Book 418 of Maps, Page 26, was identified as the potential future community center site. A provision in COA 41 allowed for the community center to be constructed at an alternate location if agreed upon by the County, Discovery Bay Municipal Advisory Council (DBMAC) and HLDC. In February 2013, the Town of Discovery Bay Community Services District, the successor to the DBMAC, purchased the former Discovery Bay Athletic Club located at 1601 Discovery Bay Boulevard, and converted it to the Discovery Bay Community Center.

HLDC has requested the County vacate the offer of dedication so that it may pursue a 12-lot subdivision on Parcel I. For the reasons explained above, the Real Estate Division recommends reconveying the County's interests in the offered area to HLDC because the offered area is no longer required for the purposes for which the offer of dedication was made and will not be used for those purposes (community center purposes).

The offer of dedication over Parcel I was to reserve a site for a community center which is just one element of the development project that was the subject of a final environmental impact report accepted and certified on July 11, 1995 for Discovery Bay West. The potential impacts of developing the site have already been analyzed under the California Environmental Quality Act and no further CEQA review is required.

## CONSEQUENCE OF NEGATIVE ACTION:

An offer of dedication for community center purposes would continue to encumber property that is no longer required for those purposes.

## ATTACHMENTS

Quitclaim Deed

Recorded at the request of:  
Contra Costa County

Return to:  
Hofmann Land Development Company  
Formerly known as  
Talisman Realty Group  
P.O. Box 907  
Concord, CA 94522

Assessor's Pcl No. 011-350-009

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX \$ \_\_\_\_\_

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

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

**Does hereby remise, release and forever quitclaim to** Hofmann Land Development Company, LLC, a California limited liability company successor by conversion to Hofmann Land Development Company, a California corporation formerly known as Talisman Realty Group. Inc., a California Corporation, ("HLDC") all of the County's right, title, and interest in the real property obtained under an offer of dedication for community center purposes over said parcel, as more particularly described on said final map, in the unincorporated area of Contra Costa County, State of California,

Parcel I described in Subdivision 7686 (Discovery Bay West) under that final map recorded March 23, 2000, in Book 418 of Maps, Page 26, Official Records of Contra Costa County, State of California,

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

CONTRA COSTA COUNTY

Date: \_\_\_\_\_

By \_\_\_\_\_

Karen Mitchoff  
Chair, Board of Supervisors

STATE OF CALIFORNIA ) §

COUNTY OF CONTRA COSTA ) §

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

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

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

Deputy Clerk



Contra  
Costa  
County

To: Board of Supervisors  
From: Jeff Carman, Chief, Contra Costa County Fire Protection District  
Date: October 23, 2018

Subject: Membership and Bylaws of the Advisory Fire Commission

---

**RECOMMENDATION(S):**

Acting as the Governing Board of the Contra Costa County Fire Protection District:

1. APPROVE a restructuring of the membership of the Advisory Fire Commission by eliminating the five Supervisorial Alternate Seats and establishing three At-Large Alternate Seats;
2. ADOPT revised bylaws of the Commission;
3. APPOINT Lisa Bartley to the At-Large Alternate #1 Seat with a term ending June 30, 2020;
4. APPOINT Walter Fields to the At-Large Alternate #2 Seat with a term ending June 30, 2020; and
5. APPOINT Darran Mazaika to the At-Large Alternate #3 Seat with a term ending June 30, 2022.

**FISCAL IMPACT:**

No fiscal impact.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Jeff Carman, Fire Chief  
925-941-3300

cc:

## BACKGROUND:

The Advisory Fire Commission (“Commission”) is currently composed of 7 commissioners (one from each supervisorial district and two at-large) plus 5 alternates (one from each supervisorial district). The Commission recommends eliminating the five Supervisorial Alternate Seats and establishing three At-Large Alternate Seats.

For several years, commissioners have expressed interest in revising the alternate seat structure to promote participation by and increase interest in alternate seats. A structure with supervisorial alternate seats only allows for an alternate to participate by vote in the absence of the voting member from the same supervisorial district. The proposed restructuring would provide for at-large alternate seats and allow for an alternate to participate by vote, on a rotating basis, in the absence of any voting member. The commissioners believe the proposed restructuring would allow alternates a more frequent opportunity to effectively participate in Commission business, and increase interest in long-term service on the Commission.

The Commission has also reviewed its bylaws and identified several necessary revisions. At its August 13, 2018 meeting, the Commission voted to recommend to the Board a restructuring of the membership of the Commission and adoption of the revised bylaws.

The proposed revisions to the Commission’s bylaws include:

1. A revision to identify the new address of the District Administrative Office, located at 4005 Port Chicago Highway, Suite 250, Concord, CA 94520, as the meeting location for the Commission.
2. A description of the restructured membership of the Commission to include 7 commissioners (one from each supervisorial district and 2 at-large) plus 3 at-large alternates.
3. A provision that at-large alternates may replace any absent voting commissioner, and will do so on a rotating basis.
4. A provision that at-large alternates will serve in any vacant seat, on a rotating basis, until the Board appoints a replacement voting member.

Currently, there are three alternate commissioners (two alternate seats are vacant). Upon restructuring of the membership, the Board may transition the current alternates by appointing each of the current alternates to one of the new At-Large Alternate Seats. As proposed, the initial terms for two of the At-Large Alternate Seats would end June 30, 2020, and the initial term for the remaining At-Large Alternate Seat would end June 30, 2022. Thereafter, At-Large Alternate Seats would serve staggered, four-year terms.

## CONSEQUENCE OF NEGATIVE ACTION:

The membership and bylaws of the Advisory Fire Commission will remain unchanged.

## ATTACHMENTS

Revised Fire Commission Bylaws



# **Contra Costa County Fire Protection District**

## **Advisory Fire Commission**

# **Bylaws**

December 2014  
Rev. XX/18

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**Contra Costa County Fire Protection District  
Advisory Fire Commission  
Bylaws**

**Article I  
Name**

This commission shall be known as the “Contra Costa County Fire Protection District Advisory Fire Commission.”

**Article II  
Authorization**

The Board of Supervisors of Contra Costa County, as the Board of Directors of the Contra Costa County Fire Protection District, has established a Fire District Advisory Commission in the Contra Costa County Fire Protection District by Resolution No. 99/138. Authority for establishing a county fire commission is established by California Health and Safety Code Section 13844.

**Article III  
Definitions**

“Board” shall mean the Contra Costa County Board of Supervisors, as the Board of Directors of the Contra Costa County Fire Protection District.

“Commission” shall mean the Contra Costa County Fire Protection District Advisory Fire Commission, which has been established by the Board for the purposes set forth in these Bylaws.

“District” shall mean the Contra Costa County Fire Protection District.

“District Administration Office” shall mean the Contra Costa County Fire Protection District Administrative Office, located at 4005 Port Chicago Highway, Suite 250, Concord, CA 94520.

**Article IV  
Purpose and Duties**

The purpose and duties of the Commission are to:

1. Review the operations, goals and objectives of the District;
2. Provide liaison with the community and provide advice and information on fire protection matters to the Board;
3. Review and advise on annual operations and capital budgets;

4. Review District expenditures;
5. Review and advise on long-range capital improvement plans;
6. Serve as the Appeals Board on weed abatement matters pursuant to District ordinance;
7. Advise the Fire Chief on District service matters;
8. Meet jointly with the Board and provide advice to the Board as needed;
9. Communicate with the other fire district boards or commissions on services and functional integration;
10. Assist in the Fire Chief's selection process as required;
11. Serve as liaison between the Board and the community served by the District;
12. Perform such other duties and responsibilities as may be assigned and/or as directed by the Board.

The Advisory Fire Commission shall make its recommendations directly to the Fire Chief, the Board of Supervisors, and such other bodies or administrators as may be designated from time to time.

## **Article V** **Membership**

### A. Members

The Commission shall consist of seven (7) voting members and three (3) alternate members appointed by the Board.

#### 1. Voting Members

The seven (7) voting members shall consist of the following:

- a) Five (5) members, each of whom represents one supervisorial district. The nomination is made by an individual Supervisor for full Board action.
- b) Two (2) at-large members. The nomination is made by the Internal Operations Committee for full Board action, after giving the Commission an opportunity to screen, interview, rank the applicants, and make its nomination to the Internal Operations Committee.

#### 2. Alternate Members

In addition to the seven (7) voting members, the Commission shall have three (3) alternate members who shall be nominated and appointed in the same manner as at-large members. Alternate members shall not participate or vote in the regular or special meetings unless they are replacing an absent, seated member who is unable to participate at a meeting. Alternate members may replace any absent, seated member, and shall do so on a rotating basis. However, the Commission

Chair may acknowledge comments from an Alternate at the discretion of the Chair at any time.

#### B. Terms

All members of the Commission shall be appointed for a term of four years. Terms are staggered. Members serve at the pleasure of the Board.

#### C. Vacancies

A vacancy on the Commission exists upon the death or resignation of a member, or upon the removal of a member by the Board. Should a vacancy occur for any reason, the alternate members shall serve in the vacant seat on a rotating basis until the Board appoints a replacement voting member.

#### D. Staff

The Commission staff person shall issue and distribute meeting agendas in accordance with the open meeting laws specified in Article VII. The staff person shall keep an accurate record of all proceedings of the Commission, including meeting minutes and special reports and a list of persons attending meetings, and shall finalize meeting minutes. The staff person shall be responsible for maintaining a copy of these records at the District Administration Office. These records shall be made available to the public as required by State and local law. The Chair may direct the staff person to perform other duties to further the purpose and goals of the Commission.

### **Article VI** **Officers and Duties**

#### A. Officers

The officers of the Commission shall be Chair and Vice Chair.

The Chair shall preside over all meetings of the Commission. The Chair shall appoint committees as may be needed from time to time for special projects or programs. The Chair shall report unscheduled vacancies immediately to the Board. The Chair shall perform other such duties as they pertain to the office of Chair.

The Vice Chair shall preside at all meetings in the absence of the Chair or at any other time when so requested by the Chair, and perform other such duties as directed by the Chair.

#### B. Term

Each officer shall be selected for a one-year term at the first regular business meeting in June of each year by a majority vote of the Commission.

Each officer's term shall begin on July 1st of each year.

#### C. Vacancies

Should a vacancy of the office of Chair occur for any reason, the Vice Chair will serve as Acting Chair. Should both the Chair and Vice-Chair be absent, the most senior Commissioner present shall serve as Acting Chair.

### **Article VII** **Commission Meetings**

#### A. Meetings

1. In December of each year, the Commission will adopt a schedule of regular meetings for the subsequent year. Meetings shall be held at the District's Administrative Offices located at 4005 Port Chicago Highway, Concord, CA.
2. The Chairman may call additional special meetings as may be required for conduct of Commission business.
3. All meetings of the Commission, except those closed sessions permitted by law, shall be open to the public and subject to the provisions of Chapter 9 (commencing with Section 54950) of Part 1 of Division 2 of Title 5 of the Government Code, relating to meetings of local agencies. All meetings shall conform to the Ralph M. Brown Open Meeting Act and the Contra Costa County Better Government Ordinance, including requirements for notice of meetings, preparation and distribution of agendas and written materials, inspection of public records, closed sessions and emergency meetings, maintenance of records, disruption of a public meeting, and recorded votes made by each Commissioner.
4. Notice of each meeting shall be posted adjacent to the entry door of the District Administration Office at least 96 hours prior to the scheduled meeting and shall include the time, date, and place of the meeting and the meeting agenda. Notice of any meeting of the Commission shall be given to any person so requesting.

#### B. Cancellation or Postponement

Meetings of the Commission may be cancelled or postponed at the discretion of the Chairman for due cause or if no official business needs to be conducted.

#### C. Quorum

A quorum must be present for any vote on matters before the Commission to be valid. A quorum shall be defined as four (4) appointed Commission voting members (including alternate members replacing an absent voting member). Any motion,

resolution, or other Commission action, unless otherwise specifically provided for, shall require four affirmative votes for its passage.

#### D. Conflicts

Any member of the Commission who has a conflict of interest with any matter pending before the Commission will recuse himself or herself in accordance with Government Code section 87105. Commission members shall avoid conflicts of interest in accordance with Resolution No. 2002/376 and shall adhere to the principles and rules of the Political Reform Act of 1974 (Government Code Sections 81000, et seq.).

### **Article VIII** **Committees**

There are four standing committees of the Commission: Personnel Committee, Budget Committee, Apparatus & Equipment Committee, and Property & Annexation Committee. From time to time, the Chair may appoint special committees or may make individual appointments to accomplish the ongoing tasks and special projects of the Commission, including conducting studies or research of items as deemed necessary (i.e., Bylaws Committee and Liaison to the Board).

Each committee shall develop a separate plan of operations and goals to be achieved and shall be prepared to report the results of its activities during regular Commission meetings.



Contra  
Costa  
County

To: Board of Supervisors  
From: INTERNAL OPERATIONS COMMITTEE  
Date: October 23, 2018

Subject: New Membership Structure for the Alcohol and Other Drugs Advisory Board

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**RECOMMENDATION(S):**

1. RECONSTITUTE the Alcohol and Other Drugs Advisory Board from the current 15 District seats (3 per Supervisorial District) and 3 At Large seats, to 5 District seats (1 per Supervisorial District) and 6 At Large seats, plus 3 Alternates.
2. ADOPT the revised Alcohol and Other Drugs Advisory Board bylaws to reflect the new advisory board composition.
3. DIRECT the Clerk of the Board to work with each Supervisor's Office to obtain direction as to which seats his/her representatives shall be reassigned.

**FISCAL IMPACT:**

No fiscal impact.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **10/23/2018**
 APPROVED AS RECOMMENDED
  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
 Candace Andersen, District II Supervisor  
 Diane Burgis, District III Supervisor  
 Karen Mitchoff, District IV Supervisor  
 Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

By: Stephanie Mello, Deputy

Contact: Julie DiMaggio Enea  
(925) 335-1077

cc:

FISCAL IMPACT: (CONT'D)

BACKGROUND:

On February 12, 2018, Internal Operations approved the Phase I Triennial Report, which included a review of the Alcohol and Other Drugs (AOD) Advisory Board.

In this report, the AOD Advisory Board (AB) indicated that they had experienced difficulty filling vacant seats and attaining quorum. As of January 19, 2018, 9 of the 18 seats were vacant. Additionally, 7 meetings were canceled during 36-month Triennial Review period specifically due to lack of a quorum. During the review period, the AODAB was undergoing a bylaw update to change their subcommittee composition and to clarify quorum requirements, as directed by the 2015 Triennial Review, but was unable to address their membership structure.

Since the completion of the Triennial Review, the AODAB filled many of their vacant seats. As of August 23, 2018, 5 seats are vacant. However, even with additional seats filled, many members do not attend the meetings. Currently, AODAB finds it difficult to achieve quorum and is, therefore, unable to meet to determine the best seat structure. As a result, the Internal Operations Committee was asked to examine and determine the most suitable new membership structure in order to allow AODAB to attain a quorum and meet again.

Current Structure

The current structure of the Alcohol and Other Drugs Advisory Board includes eighteen (18) authorized voting seats. In order to attain a quorum, the AODAB must have a minimum of ten (10) members present at meetings, which can be difficult with weekday meetings. Additionally, fifteen (15) of the AODAB seats represent supervisorial districts. In the current structure, each District Supervisor must find three individuals who are willing and able to serve on the AODAB, which constrains the ability of the AODAB to fill some of the seats. Only three (3) of the 18 seats are At-Large appointees. Adding further challenge to attaining quorum, there are no authorized Alternate seats that would allow another appointee to vote in lieu of an absent member.

Current Appointees

As of September 18, 2018, there are 13 appointees out of 18 authorized, voting seats. The current AODAB bylaws allow for members with four (4) or more unexcused absences to be removed from their position of the Board. Based on the attendance records provided by the AODAB, one member has four unexcused absences in 2018, which means that there are currently only 12 members in good standing.

The Clerk of the Board's Office, on October 8, proposed some optional AODAB seat configurations for the Internal Operations Committee to consider. The IOC preferred Option B plus Alternates, and recommends that option to the Board of Supervisors. The IOC also recommends that the Clerk of the Board's Office work with each Supervisor's Office to determine which current District representatives shall be reassigned to At Large seats to effect the new composition.

<b>Option Name</b>	<b>District Supervisor Appointee Seats</b>	<b>At-Large Seats (appointed through FHS)</b>	<b>Alternates</b>	<b>Total Authorized Seats (alternate and voting)</b>	<b>Authorized Voting Seats</b>	<b>Number needed to Attain Quorum</b>
<b>Current</b>	<b>15 (3 per district)</b>	<b>3</b>	<b>0</b>	<b>18</b>	<b>18</b>	<b>10</b>
A	10 (2 per district)	3	0	13	13	7
A + Alternates	10 (2 per district)	3	3	16	13	7
B	5 (1 per district)	6	0	11	11	6
<b>B + Alternates RECOMMENDED</b>	<b>5 (1 per district)</b>	<b>6</b>	<b>3</b>	<b>14</b>	<b>11</b>	<b>6</b>

ATTACHMENTS

Alcohol and Other Drugs Advisory Board Bylaws\_October 2018

Alcohol and Other Drugs Advisory Board Bylaws\_October 2018\_REDLINE

**CONTRA COSTA COUNTY  
ALCOHOL AND OTHER DRUGS ADVISORY BOARD**

**BYLAWS**

Article I  
Name

The organization shall be known as the Contra Costa County Alcohol and Other Drugs Advisory Board (AODAB or Board).

Article II  
Mission and Objectives

Section 1 - Mission Statement

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding prevention and treatment of alcohol and other drug-related problems, provide resultant findings and recommendations to the Health Services Department and the Board of Supervisors. The Board also serves as an advocate for these findings and recommendations to the communities that we serve.

Section 2 – Objectives

The objective of the AODAB is to develop an effective, concerted, and countywide campaign to reduce alcohol and other drug abuse through an organized program of education, prevention, treatment, and control. The Board will take into account on-going and recently completed projects and programs developed by others. The Board shall review and make recommendations regarding all County alcohol and other drug programs and needs.

Article III  
Membership

Section 1 – Composition

The Board shall be composed of not more than eleven regular voting members. Five members represent the County Supervisorial Districts (one member to be nominated by each of the five County Supervisors) and six at-large members shall represent the county as a whole. The at-large members shall be appointed by the Board of Supervisors in order to ensure the Board's geographic, cultural, racial, age, and ethnic diversity. County Supervisors shall be encouraged to consider the Board's list of recommended applicants.

Section 2 – Nominations

Members shall have a professional interest in or personal commitment to alleviating alcohol and other drug problems. The Executive Committee of the Board will interview all applicants for at-large seats, rank them in order of preferred appointment, and submit AODAB-approved

recommendations to the Board of Supervisors. Persons age 16 or older, living within Contra Costa County, are eligible for appointment to the Board.

### Section 3 – Conflict of Interest

No individual is eligible to serve on the Board who is an employee of or a consultant to an agency which contracts with the County's Health Services Department for any alcohol or other drug related program. In addition, no individual shall serve on the Board who is a volunteer member of the Board of Directors of any agency which contracts with the County's Health Services Department for any alcohol or other drug related program.

### Section 4 – Resignations

A member may resign from the Board by submitting a written letter of resignation to his or her District Supervisor with a copy to the Board Chair. A member with four (4) absences or more within one calendar year may be deemed to have resigned from the Board when so determined by the Executive Committee and ratified by the full Board (See Article IV, Section 6). The Board of Supervisors must formally recognize each resignation in order for the seat to become vacant.

### Section 5 – Member Recognition

At the time of resignation or completion of a term of office, any Board member who has served in good standing for a minimum of five years, and with the concurrence of the Board, shall be recommended for recognition through a resolution from the Board of Supervisors.

## Article IV Meetings

### Section 1 – Conduct of Meetings

The Board shall meet monthly with the time and location of meetings determined by the majority of the members. Periodically the meetings shall be held in different locations throughout the County to facilitate community involvement. All meetings of the Board and its committees shall be open to the public and conducted in accordance with applicable laws.

### Section 2 – Quorum

The quorum for a meeting shall consist of a majority of all regular authorized, voting seats on the Board or a committee, whether vacant or filled.

### Section 3 – Voting

Each Board member shall have one vote. Decisions on any issue at a regularly scheduled or announced special meeting shall be decided by a majority vote of the appointed membership.

### Section 4 – Agenda

The agenda shall be developed by the Board Chair, the Department Director (or the Alcohol and Other Drugs Services representative), and the Executive Committee. The agenda shall be mailed

(either electronically, via the U.S. Postal Service, or faxed) to members at least 96 hours prior to the Board meeting and publicly posted in accordance with applicable laws.

#### Section 5 – Minutes

Minutes shall be taken at every Board meeting and drafts distributed prior to the next meeting for shall be conducted committee meeting and a summary shall be reported by the committee Chair at the next Board meeting.

#### Section 6 – Attendance

Members are expected to attend all the monthly meetings of the Board, generally no more than one meeting per month. No more than four (4) absences will be permitted within a calendar year. (See Article III, Section 4). A Board member anticipating more than four absences who wishes to remain on the Board may ask for an exception by submitting a written request to the Executive Committee. The decision of the Executive Committee may be appealed to the full Board for reconsideration.

### Article V Officers

#### Section 1 – Election of Officers

The Board shall consist of the following officers: Chair, Vice-Chair and immediate Past Chair. It shall be the responsibility of the Past Chair to conduct the annual election. The Past Chair shall prepare a draft a ballot for the positions of Chair and Vice Chair and circulate the draft ballot at during the November meeting at which time nominations shall be made. Members may nominate themselves for office if they so choose. A nominee must accept the nomination in order to appear as a candidate on the final ballot. If a nominee is not present at the November meeting, the Past Chair shall contact the nominee to confirm his or her acceptance. The annual election for Chair and Vice Chair shall be held at during the December meeting.

If the Past Chair declines, is unable, or otherwise fails to conduct the annual election, it shall be conducted by an appointed member. The appointed member shall prepare the draft ballot, contact nominees and otherwise fulfill the Past Chair's election responsibilities.

#### Section 2 – Officer Terms

The term of office shall be one year, commencing on January 1. Officers may serve up to two consecutive terms, unless an additional term is approved by a special vote of two-thirds of the appointed Board. Upon resignation or removal of the Chair, the Vice-Chair shall assume the office of the Chair until an election takes place. The election must be held within 60 days of the effective date of the resignation or removal from that position. In the case of the Vice-Chair's subsequent resignation or removal, the members shall hold an election within 60 days to elect a member to complete that term of office. A former Chair may run for election so long there has been a break in service of at least one term.

Article VI  
**Committees**

Section 1 – Appointment of Committees

The Chair shall appoint committees and make special assignments as necessary in administering the duties of the Board. Committee assignments shall be made during the January Board meeting or as needed during the year.

Section 2 – Standing Committees

The Board shall maintain the standing committees as listed below. The Chair shall appoint members to standing committees (other than the Executive Committee). See Article VII.

- A. Executive Committee
- B. Community Awareness Committee
- C. Programs and Services Committee.

Section 3 – Ad hoc Committees

The Chair may create *ad hoc* committees and appoint members as needed. The Chair shall strive to have representation from all five districts on these committees.

Section 4 – Liaisons

The Chair shall appoint liaison members to the Tobacco Prevention Coalition, the Mental Health Commission, the Contra Costa Council on Homelessness advisory board or to any other committee, coalition, board, or group the Board recommends that a liaison member would be appropriate.

ARTICLE VII  
Duties

Section 1 – Officers

The Chair, or the Vice Chair in the absence of the Chair, shall perform the following duties:

- A. The Chair shall conduct all regular and special meetings of the Board. The Vice Chair shall assume the duties of the Chair in the absence of the Chair. In the event that neither the Chair nor the Vice Chair is able to attend a meeting, the Chair or the Vice Chair may designate an experienced member to act as temporary Chair. If no designation is made prior to a meeting and a quorum is present, those members assembled shall determine who is to chair that meeting.

- B. The officers may transact urgent business of the Board between regular meetings. Such actions must be submitted to the general Board for ratification at the next regular Board meeting.
- C. Officers may recommend and implement policies governing the affairs of the Board consistent with current Board of Supervisors guidance and direction. The Chair shall have the authority to approve a request by the Chair of any standing committee for a letter of support or opposition requested by individuals or organizations for alcohol and other drug related issues. To facilitate this approval process, the Board shall draft a “core” list of positions on alcohol and other drugs related topics.
- D. Officers may determine dates, places, and times of any meeting with input from members of the Board.
- E. The Chair shall present the annual report of Board accomplishments to the Board of Supervisors generally on the second Tuesday in December or as directed by the Board of Supervisors.

Section 2 – Committee Duties

Committees meet every other month, unless projects and activities require a greater frequency of meetings. The exception is the Executive Committee, which meets monthly in preparation for the monthly Board meetings.

A. Executive Committee

The Executive Committee shall consist of the Chair, Vice Chair, immediate Past Chair, and the Chair of each of the standing committees. The Executive Committee shall be empowered to develop Board policies which shall be submitted to the Board for ratification. The Executive Committee will perform the following duties:

1. Provide leadership and direction to the Board.
2. Promote understanding and discussion of relevant policy and legislation.
3. Develop Board meeting agendas.
4. Recommend items for the Board packets.
5. Identify and consider alcohol and other drug issues of concern to the Board, individual board members or members of the public.
6. Consider issues previously delegated during Board meetings.
7. Review by-laws and committee goals at least once every 3 years.
8. Ensure that committees follow the mission of the AODAB and remain consistent with the established Board goals and objectives.
9. Review and make recommendations regarding the Alcohol and Other Drugs Services Budget.
10. Prepare the Annual Report.
11. Assist the Supervisors in recruiting new applicants for the Board.
  - a. Verify applicant information and the continued interest of applicants on file.
  - b. Interview and evaluate new applicants for at-large Board membership in accordance with the criteria established by the Board of Supervisors.

- c. Following interviews, submit a list of Board-approved at-large candidates in ranked order and recommendations to the Board of Supervisors.

B. Community Awareness Committee

1. Heighten awareness and provide education regarding current and emerging AOD issues impacting the community.
2. Work to dissolve negative stigma in the community regarding recovery from addictive use of alcohol and other drugs.
3. Manage the "People Who Make a Difference Awards." No current member of the AODAB or AODS Administration staff shall be eligible to receive a "People Who Make a Difference Award."
4. Manage the AODAB webpage with guidance from the AODS Director/staff.
5. Work with all agencies participating in bringing resources to the community and those we serve regarding alcohol and other drugs and related issues.
6. Manage the "Recovery Month Champion Awards."
7. Submit meeting notes to county staff after each meeting.

C. Programs and Services Committee

Members of this committee will work to review and understand treatment and prevention modalities by all life cycle populations in the AOD system of care, identify gaps in the system and make recommendations. To this end, the committee will:

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3. Conduct interactive sessions or focus groups with clients as needed.
4. Submit meeting notes to county staff after each meeting.

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Amendments

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Revised in Internal Operations Committee on October 8, 2018 for Board of Supervisors Adoption on October 23, 2018

**CONTRA COSTA COUNTY  
ALCOHOL AND OTHER DRUGS ADVISORY BOARD**

**BYLAWS**

Article I  
Name

The organization shall be known as the Contra Costa County Alcohol and Other Drugs Advisory Board (AODAB or Board).

Article II  
Mission and Objectives

Section 1 - Mission Statement

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding prevention and treatment of alcohol and other drug-related problems, provide resultant findings and recommendations to the Health Services Department and the Board of Supervisors. The Board also serves as an advocate for these findings and recommendations to the communities that we serve.

Section 2 – Objectives

The objective of the AODAB is to develop an effective, concerted, and countywide campaign to reduce alcohol and other drug abuse through an organized program of education, prevention, treatment, and control. The Board will take into account on-going and recently completed projects and programs developed by others. The Board shall review and make recommendations regarding all County alcohol and other drug programs and needs.

Article III  
Membership

Section 1 – Composition

The Board shall be composed of not more than ~~eighteen~~ eleven regular voting members. ~~Fifteen~~ Five members ~~shall come from one of the five~~ represent the County Ssupervisorial Districts (~~three members per district~~ one member to be nominated by each of the five County Supervisors) and ~~three~~ six at-large members ~~who~~ shall represent the county as a whole. The at-large members shall be ~~nominated~~ appointed by the Board of Supervisors in order to ensure the Board's geographic, cultural, racial, age, and ethnic diversity. County Supervisors shall be encouraged to ~~use~~ consider the Board's list of recommended applicants.

Section 2 – Nominations

Members shall have a professional interest in or personal commitment to alleviating alcohol and other drug problems. The Executive Committee of the Board will interview all applicants for at- large seats, rank them in order of preferred appointment, and submit AODAB-approved

recommendations to the Board of Supervisors. Persons age 16 or older, living within Contra Costa County, are eligible for appointment to the Board.

### Section 3 – Conflict of Interest

No individual is eligible to serve on the Board who is an employee of or a consultant to an agency which contracts with the County's Health Services Department for any alcohol or other drug related program. In addition, no individual shall serve on the Board who is a volunteer member of the Board of Directors of any agency which contracts with the County's Health Services Department for any alcohol or other drug related program.

### Section 4 – Resignations

A member may resign from the Board by submitting a written letter of resignation to his or her District Supervisor with a copy to the Board Chair. A member with four (4) absences or more within one calendar year may be deemed to have resigned from the Board when so determined by the Executive Committee and ratified by the full Board (See Article IV, Section 6). The Board of Supervisors must formally recognize each resignation in order for the seat to become vacant.

### Section 5 – Member Recognition

At the time of resignation or completion of a term of office, any Board member who has served in good standing for a minimum of five years, and with the concurrence of the Board, shall be recommended for recognition through a resolution from the Board of Supervisors.

## Article IV Meetings

### Section 1 – Conduct of Meetings

The Board shall meet monthly with the time and location of meetings determined by the majority of the members. Periodically the meetings shall be held in different locations throughout the County to facilitate community involvement. All meetings of the Board and its committees shall be open to the public and conducted in accordance with applicable laws.

### Section 2 – Quorum

The quorum for a meeting shall consist of a majority of all regular authorized, voting seats on the Board or a committee, whether vacant or filled.

### Section 3 – Voting

Each Board member shall have one vote. Decisions on any issue at a regularly scheduled or announced special meeting shall be decided by a majority vote of the appointed membership.

### Section 4 – Agenda

The agenda shall be developed by the Board Chair, the Department Director (or the Alcohol and Other Drugs Services representative), and the Executive Committee. The agenda shall be mailed

(either electronically, via the U.S. Postal Service, or faxed) to members at least 96 hours prior to the Board meeting and publicly posted in accordance with applicable laws.

### Section 5 – Minutes

Minutes shall be taken at every Board meeting and drafts distributed prior to the next meeting for shall be conducted committee meeting and a summary shall be reported by the committee Chair at the next Board meeting.

### Section 6 – Attendance

Members are expected to attend all the monthly meetings of the Board, generally no more than one meeting per month. No more than four (4) absences will be permitted within a calendar year. (See Article III, Section 4). A Board member anticipating more than four absences who wishes to remain on the Board may ask for an exception by submitting a written request to the Executive Committee. The decision of the Executive Committee may be appealed to the full Board for reconsideration.

## Article V Officers

### Section 1 – Election of Officers

The Board shall consist of the following officers: Chair, Vice-Chair and immediate Past Chair. It shall be the responsibility of the Past Chair to conduct the annual election. The Past Chair shall prepare a draft a ballot for the positions of Chair and Vice Chair and circulate the draft ballot at during the November meeting at which time nominations shall be made. Members may nominate themselves for office if they so choose. A nominee must accept the nomination in order to appear as a candidate on the final ballot. If a nominee is not present at the November meeting, the Past Chair shall contact the nominee to confirm his or her acceptance. The annual election for Chair and Vice Chair shall be held at during the December meeting.

If the Past Chair declines, is unable, or otherwise fails to conduct the annual election, it shall be conducted by an appointed member. The appointed member shall prepare the draft ballot, contact nominees and otherwise fulfill the Past Chair's election responsibilities.

### Section 2 – Officer Terms

The term of office shall be one year, commencing on January 1. Officers may serve up to two consecutive terms, unless an additional term is approved by a special vote of two-thirds of the appointed Board. Upon resignation or removal of the Chair, the Vice-Chair shall assume the office of the Chair until an election takes place. The election must be held within 60 days of the effective date of the resignation or removal from that position. In the case of the Vice-Chair's subsequent resignation or removal, the members shall hold an election within 60 days to elect a member to complete that term of office. A former Chair may run for election so long there has been a break in service of at least one term.

Article VI  
**Committees**

Section 1 – Appointment of Committees

The Chair shall appoint committees and make special assignments as necessary in administering the duties of the Board. Committee assignments shall be made during the January Board meeting or as needed during the year.

Section 2 – Standing Committees

The Board shall maintain the standing committees as listed below. The Chair shall appoint members to standing committees (other than the Executive Committee). See Article VII.

- A. Executive Committee
- B. Community Awareness Committee
- C. Programs and Services Committee.

Section 3 – *Ad hoc* Committees

The Chair may create *ad hoc* committees and appoint members as needed. The Chair shall strive to have representation from all five districts on these committees.

Section 4 – Liaisons

The Chair shall appoint liaison members to the Tobacco Prevention Coalition, the Mental Health Commission, the Contra Costa Council on Homelessness advisory board or to any other committee, coalition, board, or group the Board recommends that a liaison member would be appropriate.

ARTICLE VII  
Duties

Section 1 – Officers

The Chair, or the Vice Chair in the absence of the Chair, shall perform the following duties:

- A. The Chair shall conduct all regular and special meetings of the Board. The Vice Chair shall assume the duties of the Chair in the absence of the Chair. In the event that neither the Chair nor the Vice Chair is able to attend a meeting, the Chair or the Vice Chair may designate an experienced member to act as temporary Chair. If no designation is made prior to a meeting and a quorum is present, those members assembled shall determine who is to chair that meeting.

- B. The officers may transact urgent business of the Board between regular meetings. Such actions must be submitted to the general Board for ratification at the next regular Board meeting.
- C. Officers may recommend and implement policies governing the affairs of the Board consistent with current Board of Supervisors guidance and direction. The Chair shall have the authority to approve a request by the Chair of any standing committee for a letter of support or opposition requested by individuals or organizations for alcohol and other drug related issues. To facilitate this approval process, the Board shall draft a “core” list of positions on alcohol and other drugs related topics.
- D. Officers may determine dates, places, and times of any meeting with input from members of the Board.
- E. The Chair shall present the annual report of Board accomplishments to the Board of Supervisors generally on the second Tuesday in December or as directed by the Board of Supervisors.

Section 2 – Committee Duties

Committees meet every other month, unless projects and activities require a greater frequency of meetings. The exception is the Executive Committee, which meets monthly in preparation for the monthly Board meetings.

A. Executive Committee

The Executive Committee shall consist of the Chair, Vice Chair, immediate Past Chair, and the Chair of each of the standing committees. The Executive Committee shall be empowered to develop Board policies which shall be submitted to the Board for ratification. The Executive Committee will perform the following duties:

1. Provide leadership and direction to the Board.
2. Promote understanding and discussion of relevant policy and legislation.
3. Develop Board meeting agendas.
4. Recommend items for the Board packets.
5. Identify and consider alcohol and other drug issues of concern to the Board, individual board members or members of the public.
6. Consider issues previously delegated during Board meetings.
7. Review by-laws and committee goals at least once every 3 years.
8. Ensure that committees follow the mission of the AODAB and remain consistent with the established Board goals and objectives.
9. Review and make recommendations regarding the Alcohol and Other Drugs Services Budget.
10. Prepare the Annual Report.
11. Assist the Supervisors in recruiting new applicants for the Board.
  - a. Verify applicant information and the continued interest of applicants on file.
  - b. Interview and evaluate new applicants for at-large Board membership in accordance with the criteria established by the Board of Supervisors.

- c. Following interviews, submit a list of Board-approved at-large candidates in ranked order and recommendations to the Board of Supervisors.

B. Community Awareness Committee

1. Heighten awareness and provide education regarding current and emerging AOD issues impacting the community.
2. Work to dissolve negative stigma in the community regarding recovery from addictive use of alcohol and other drugs.
3. Manage the "People Who Make a Difference Awards." No current member of the AODAB or AODS Administration staff shall be eligible to receive a "People Who Make a Difference Award."
4. Manage the AODAB webpage with guidance from the AODS Director/staff.
5. Work with all agencies participating in bringing resources to the community and those we serve regarding alcohol and other drugs and related issues.
6. Manage the "Recovery Month Champion Awards."
7. Submit meeting notes to county staff after each meeting.

C. Programs and Services Committee

Members of this committee will work to review and understand treatment and prevention modalities by all life cycle populations in the AOD system of care, identify gaps in the system and make recommendations. To this end, the committee will:

1. Coordinate quarterly field trips for the committee members to visit service providers; conduct facility surveys and solicit client input during these visits.
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on October 23, 2018



Contra  
Costa  
County

To: Board of Supervisors  
From: David Twa, County Administrator  
Date: October 23, 2018

Subject: Resolution No. 2018/548- CCC Defenders Association Side Letter to Delete Section 35.5 Union Dues and Modify Section 2 Association Security

**RECOMMENDATION(S):**

ADOPT Resolution No. 2018/548 approving the Side Letter between the County of Contra Costa and the Contra Costa County Defenders Association, deleting Section 35.5 - Union Dues and modifying Section 2 - Association Security of the Memorandum of Understanding.

**FISCAL IMPACT:**

This is a change to administrative process and has no direct fiscal impact.

**BACKGROUND:**

AB 119, which mandates union access to new employee orientations, was passed on June 27, 2017 and took effect immediately. The bill places an affirmative burden on public agencies to immediately begin doing three things:

1. Providing 10 days' advance notice of any new employee orientation (Gov. Code §3556);
2. Providing to the union the name, job title, department, work location, work, home, personal cellular telephone number, personal email address, and home address of any new employee within 30 days of hire or by the first pay period of the month following hire (Gov. Code §3558);

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **10/23/2018**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

AYE: John Gioia, District I Supervisor  
Candace Andersen, District II Supervisor  
Diane Burgis, District III Supervisor  
Karen Mitchoff, District IV Supervisor  
Federal D. Glover, District V Supervisor

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

ATTESTED: October 23, 2018

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

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

By: June McHuen, Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller

BACKGROUND: (CONT'D)

>

3. Providing to the union the information in #2 every 120 days for all employees(Gov. Code §3558).

Most of the County's current memoranda of understanding include a procedure for unions to access employees during orientation. Several of our bargaining groups requested that the County bargain over the structure, time, and manner of access of the union to a new employee orientation.

*Janus v. American Federation of State, County, and Municipal Employees, Council 31* was decided by the United States Supreme Court in June 2018. The decision declared that it is unconstitutional to require public sector employees as a condition of employment to either join a union or pay a service fee (agency shop). As a result of this decision, the County can no longer collect service fees from non-union members as a condition of employment. The attached side letter updates the MOU with the CCC Defenders Association to remove the agency shop provisions and update the dues deductions provisions of the MOU to be consistent with the *Janus* decision.

The County and the CCC Defenders Association agree to incorporate the attached side letter into Section 2 - Association Security of the Memorandum of Understanding. Section 35.5 - Union Dues is no longer needed as pertinent language is now included under Section 2 - Association Security.

CONSEQUENCE OF NEGATIVE ACTION:

If the side letter of agreement is not approved, language regarding dues deductions and other association security will be inconsistent with current law until an alternative process is adopted.

AGENDA ATTACHMENTS

Resolution No. 2018/548

CCCDA Side Letter dated 10/10/18

MINUTES ATTACHMENTS

Signed Resolution No. 2018/548

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

Adopted this Resolution on 10/23/2018 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="text"/>	
<b>ABSENT:</b>	<input type="text"/>	
<b>ABSTAIN:</b>	<input type="text"/>	
<b>RECUSE:</b>	<input type="text"/>	



**Resolution No. 2018/548**

**In the Matter of:** The Side Letter Agreement between the County of Contra Costa and the Contra Costa County Defenders Association, deleting Section 35.5 - Union Dues and modifying Section 2 - Association Security of the Memorandum of Understanding

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES THAT:**

Effective the first of the month following approval by the Board of Supervisors, the attached Side Letter of Agreement dated October 10, 2018, between the County of Contra Costa and the Contra Costa County Defenders Association, be **ADOPTED**.

I hereby certify that this 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: Lisa Driscoll, County Finance Director (925) 335-1023**

**ATTESTED: October 23, 2018**

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

By: June McHuen, Deputy

**cc:** Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller

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		<b>Candace Andersen</b>
AYE:	<input type="text" value="5"/>	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
NO:	<input type="text" value="/"/>	
ABSENT:	<input type="text" value="/"/>	
ABSTAIN:	<input type="text" value="/"/>	
RECUSE:	<input type="text" value="/"/>	



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**ATTESTED: October 23, 2018**

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

*June McHuen*  
By: June McHuen, Deputy

cc: Dianne Dinsmore, Human Resources Director, Robert Campbell, County Auditor-Controller

⑤ p ⑤ p

10/19/18 @ 8:53am

# SIDE LETTER AGREEMENT

BETWEEN

Contra Costa County and the Contra Costa County Defenders Association

This Side Letter is by and between the County of Contra Costa ("County") and the Contra Costa County Defenders Association ("Association") and is effective the first of the month following approval by the Contra Costa County Board of Supervisors. The terms of this Side Letter will be incorporated into the parties' successor MOU.

This Side Letter amends the Memorandum of Understanding (MOU) between the County and the Association as follows:

- I. Section 35.5 – Union Dues is deleted
- II. Section 2 – Association Security is replaced with the following new Section 2:

## SECTION 2 – ASSOCIATION SECURITY

**2.1 Dues Deduction.** Pursuant to Board of Supervisors' Resolution 81/1165, only a majority representative may have dues deduction and as such the Association has the exclusive privilege of dues deduction for all employees in its units.

The Association shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this association security Side Letter, or action taken or not taken by the County under this Side Letter. This includes, but is not limited to, the County's attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure following the adoption of this Side Letter by the County Board of Supervisors.

**2.2 Communicating With Employees.** Representatives of the Association, not on County time, shall be permitted to place employee literature at designated locations in County buildings if arranged through the Department Head or designated representative.

**2.3 Use of County Buildings.** The Association shall be allowed the use of areas normally used for meeting purposes for meetings of County employees during non-work hours when:

- A. Such space is available.
- B. There is no additional material cost to the County.
- C. It does not interfere with normal County operations.

- D. Employees in attendance are not on duty and are not scheduled for duty.
- E. The meetings are on matters within the scope of representation. The administrative official responsible for the space shall establish and maintain scheduling of such uses. The Association shall maintain proper order at the meeting, and see that the space is left in a clean and orderly condition. The use of County equipment (other than items normally used in the conduct of business meetings, such as desks, chairs, ashtrays, and blackboards) is strictly prohibited, even though it may be present in the meeting area.

**2.4 Advance Notice.** The Association shall, except in cases of emergency, have the right to reasonable notice of any ordinance, rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Board, or boards and commissions appointed by the Board, and to meet with the body considering the matter. The listing of an item on a public agenda, or the mailing of a copy of a proposal at least seventy-two (72) hours before the item will be heard, or the delivery of a copy of the proposal at least twenty-four (24) hours before the item will be heard, shall constitute notice. In cases of emergency when the Board, or boards and commissions appointed by the Board, determines it must act immediately without such notice or meeting, it shall give notice and opportunity to meet as soon as practical after its action.

**2.5 New Employees.**

- A. The County will provide a written statement to each new employee hired into a classification in any of the bargaining units represented by the Association, that the employee's classification is represented by the Association and the name of a representative of the Association. The County will provide the employee with a packet of information which has been supplied by the Association and which may, at the Association's option, include a membership or dues deduction authorization form.
- B. The County will provide written notice of both Employer-wide and department level new employee orientations (no matter how few participants, and whether in person, online or through other means or mediums) to the Association, at least ten (10) business days prior to the event.
- C. The new employee orientation notice provided to the Association will include the date, time and location of the orientation.

- D. Representatives of the Association shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, at the end of the orientation.
- E. One bargaining unit member attending orientation as the Association representative shall be given paid release time sufficient to cover the Association's presentation and travel time. The Association will provide the name of any employee who they wish to be released at least 48 hours in advance to the Labor Relations Manager.
- F. The County shall monthly furnish a list of all new hires to the Association.

**2.6 Notification of Dues Deduction Changes.** The Association shall regularly provide the County with the names of employees for whom dues deductions should be initiated, changed, or discontinued pursuant to this section in a manner that has been mutually agreed upon by the County and the Association and set forth in a separate protocol document. The Association will submit a spreadsheet in an agreed upon format to the Office of the Auditor-Controller via email. Requests for dues deductions received by the Auditor-Controller by the close of business at least five (5) business days prior to the end of the pay period will be implemented in the following pay period. The Association certifies that it will only send requests to initiate dues deductions for employees who have authorized the deductions.

**2.7 Assignment of Classes to Bargaining Units.** The Employee Relations Officer or the Employee Relations Officer's designee shall assign new classes in accordance with the following procedure:

- A. Initial Determination. When a new class title is established, the Employee Relations Officer or the Employee Relations Officer's designee shall review the composition of existing representation units to determine the appropriateness of including some or all of the employees in the new class in one or more existing representation units, and within a reasonable period of time shall notify all recognized employee organizations of his/her determination.
- B. Final Determination. The initial determination is final unless within ten (10) days after notification a recognized employee organization requests in writing to meet and confer thereon.
- C. Meet and Confer and Other Steps. The Employee Relations Officer or the Employee Relations Officer's designee shall meet and confer with such requesting organizations (and with other recognized employee organizations where appropriate) to seek agreement on this matter within sixty (60) days after the ten (10)

day period in paragraph B, unless otherwise mutually agreed. Thereafter, the procedures in cases of disagreement, arbitration referral and expenses, and criteria for determination shall conform to Board of Supervisor's Resolution 81/1165.

Date: 10/10/18

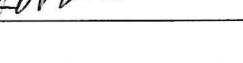
**Contra Costa County:**

(Signature / Printed Name)

	/	Kelly Tuffo
	/	Alvaro Mangalindan
	/	Betty Barker
_____	/	_____
_____	/	_____
_____	/	_____

**CCC Defenders' Association Assn:**

(Signature / Printed Name)

	/	Brandon Janky
	/	Ali SAIDI
	/	P. Casey Pitts
	/	KC Donovan
_____	/	_____
_____	/	_____
_____	/	_____