

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

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

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

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, 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
November 5, 2019

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

Closed Session

A. CONFERENCE WITH LABOR NEGOTIATORS (Gov. Code § 54957.6)

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--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))

1. *Tamila Jayne Johnson, et al. v. County of Contra Costa, et al.*, Contra Costa County Superior Court Case No. C16-01717
2. *Contra Costa County Deputy Sheriffs Association v. Contra Costa County, David O. Livingston, et al.*, Contra Costa County Superior Court Case No. N19-0097

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

D. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

1. Property: 100 38th Street, Richmond
Agency Negotiator: Eric Angstadt, Chief Assistant County Administrator
Negotiating Parties: Contra Costa County and Shelter, Inc.
Under Negotiation: Price and Terms
2. Property: 300, 400 and 500 Ellinwood Way, Pleasant Hill
Agency Negotiator: Eric Angstadt, Chief Assistant County Administrator, and
Karen Laws, Principal Real Property Agent

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

Inspirational Thought- *"I'm thankful for nights that turn into mornings, friends that turned into family, and dreams that turned into reality."* ~Earl Dibbles Jr., Singer-Songwriter

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.85 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 launching the "2019 Counties Cares Holiday Food Fight". (Larry Sly, Executive Director, Food Bank and Stacey Durocher, Human Resources 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

PRESENTATION declaring November 2019 as Homelessness Awareness month in Contra Costa County. (Jaime Jennett, Continuum of Care Planning and Policy Manager)

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 declaring November 2019 as Adoption Awareness Month in Contra Costa County. (Kathy Marsh, Children and Family Services Bureau 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

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

No consent items were removed for discussion. Item C.68 was relisted to a future date uncertain to allow time for a meet and confer requested by the union.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

Dick Offerman, Keep Our Library Open, spoke on the closing of the Pleasant Hill Library for two years during construction of a new facility. He requested the original plan be reinstated to keep the library open at an alternate site; Scott Rafferty, resident of Contra Costa, commended Joanne Durkee and all those who worked on the Mt. Diablo Unified School District (MDUSD) trustee election for a great job and expressed pleasure at a great turnout; Andrew O'Bryon, SEIU 201, spoke on the importance of good wages and benefits for IHSS employees, he urges the County to do well in the bargaining; Mitchel Smith, resident of Oakley, thanked Supervisor Mitchoff for her kindness to her constituents, and noted some difficulties in reporting child safety issues in the County; Mr. B Jackson, SEIU 2015, spoke on the responsibility of all people to care for one another, and stated the union is willing to work together to achieve a good labor contract.

D.3 HEARING to consider reversion to acreage of the real property within subdivision SD04-08820, ADOPTION of related findings and conditions of reversion, DETERMINATION that the reversion is exempt from review under the California Environmental Quality Act, and ADOPTION of Resolution No. 2019/596, approving the final map of the reversion, and related actions as recommended by the Public Works Director, El Sobrante area. (Slava Gospodchikov, Public Works 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.4 CONSIDER accepting the 2018/19 Animal Benefit Fund report. (Beth Ward, Animal 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.5 CONSIDER accepting a report from the County Administrator on the appointment process of a new Clerk-Recorder, and provide staff direction as to what actions the Board wishes to take in this regard. (David Twa, County Administrator)

The composition of the office of County Clerk-Recorder will remain in its current form; The County Administrator's Office will hold a state-wide recruitment effort from November 8, 2019 through December 16, 2019; The Board authorized the County Administrator's Office division of Clerk of the Board to accept applications for the position, the physical form of the application to be in possession of the office by 5:00 p.m. on December 16, 2019; Applicant chosen for the position must be a resident of Contra Costa County on the effective date of appointment; In open session, the Board of Supervisors will review all applications and select candidates to interview on January 14, 2020; The Board authorized the County Administrator to perform a social media and internet check on the candidates and to obtain an Economic Disclosure Statement (Form 700); The candidates will be interviewed by the Board on January 21, 2020, and a finalist chosen; The Board authorized the County Administrator to obtain fingerprints and a criminal background check on the finalist; The Board will appoint the finalist as Clerk-Recorder on February 4, 2020.

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. 6 CONSIDER reports of Board members.

There were no items reported today.

Closed Session

There were no announcements from closed session. Adjourned today's meeting at 12:40 p.m.

ADJOURN in memory of
Theresa Estrada
Knightsen Elementary School Superintendent
and
Darwin William Marable
former Arts and Culture Commissioner

CONSENT ITEMS

Engineering Services

C.1 ADOPT Resolution No. 2019/597 approving the Final Map and Subdivision Agreement for subdivision SD16-09442, for a project being developed by Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (No fiscal impact) (See C.75)

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 an amendment to a Grant Agreement, by and among the Flood Control District, California Department of Water Resources (DWR) and American Rivers, Inc., for the Three Creeks Restoration Project, to extend the term from June 30, 2020 to March 30, 2021, revise the Project schedule and set a deadline to submit requests to DWR for funding disbursements, with no change to the budget amount \$744,404, Brentwood 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.3 As the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract amendment to the drainage fee collection, right of way, and maintenance agreement, with the City of Brentwood, related to Drainage Areas 104, 105, 106, 109, and 130, Brentwood 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.4 AUTHORIZE the Director of Airports, or designee, to negotiate a long-term ground lease and development terms between the County and Mark Scott Construction, Inc., to develop for approximately 3 acres of land at the north corner of Falcon Way and Eagle Court at the Byron 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.5 DENY claims filed by Deborah Abley, Melissa Avignon-Redford, Antonio Barajas & CSAA Insurance Exchange, Leah Burris, Oleksiy Demidov & minor E.D., William Ionescu, Joshua Laine, Monica J. Lopez, Doug MacMaster, Pamela McAusland, Joaquin Shaw, Lynn Soloway, M.S., a minor, T.Noel Sylve, and Anjali Ward & Shaun VanMeter. DENY amended claim filed by Leah Burris.

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.6 ADOPT Resolution No. 2019/615 recognizing Nicholas Paul Couture for earning the rank of Eagle Scout, 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.7 ADOPT Resolution No. 2019/616 honoring the 100th Anniversary of Markstein Sales Company, as recommended by Supervisor Burgis.

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 ADOPT Resolution No. 2019/622 launching the "2019 Counties Care Holiday Food Fight," 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

C.9 ADOPT Resolution No. 2019/624 declaring November 2019 as Homelessness Awareness month in Contra Costa County, as recommended by the 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

C.10 ADOPT Resolution No. 2019/626 declaring November 2019 as Adoption Awareness Month in Contra Costa County, as recommended by the Employment and Human 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

Hearing Dates

C.11 ADOPT Resolution No. 2019/609 declaring the intention to form Zone 1007 within County Service Area P-6 in the Pacheco area, and fixing a public hearing for December 10, 2019 to consider public input regarding the establishment of Zone 1007, and the adoption of Ordinance No. 2019-29 authorizing the levy of a special tax within Zone 1007 to fund police protection services, as recommended by the Conservation and Development Director. (100% Developer 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.12 ADOPT Resolution No. 2019/610 declaring the intention to form Zone 2905 within County Service Area P-6 in the unincorporated area of Lafayette; and fixing a public hearing for December 10, 2019 to consider public input regarding the establishment of Zone 2905 and the adoption of Ordinance No. 2019-28 authorizing the levy of a special tax within Zone 2905 to fund police protection services, as recommended by the Conservation and Development Director. (100% Developer 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.13 ADOPT Resolution No. 2019/611 declaring the intention to form Zone 3113 within County Service Area P-6 in the El Sobrante area; and fixing a public hearing for December 10, 2019 to consider public input regarding the establishment of Zone 3113 and the adoption of Ordinance No. 2019-30, authorizing the levy of a special tax within Zone 3113 to fund police protection services, as recommended by the Conservation and Development Director. (100% Developer 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

Appointments & Resignations

C.14 ACCEPT resignation of Kevin Orozco, DECLARE a vacancy on the Alcohol and Other Drugs Advisory Board, District V Member-at-Large Alternate 1, effective immediately, and DIRECT the Clerk of the Board to post a vacancy, 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.15 ACCEPT resignation of Lauren Babb from the District IV Seat on the Contra Costa Commission for Women DECLARE the District IV seat on the Contra Costa Commission for Women vacant, and DIRECT the Clerk of the Board to post the vacancy, 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.16 APPOINT in lieu of election John Jackson and Thomas Robinson to the Board of Trustees of Reclamation District No. 2024 (Orwood and Palm Tracts) for terms ending December 2023 and December 2021, respectively, 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

C.17 APPOINT Michael Syrett to the Oakley Local Committee Seat on the Advisory Council on Aging, as recommended by the Employment and Human 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

C.18 ACCEPT the resignation of Julianna Hynes from the Contra Costa Commission for Women, DECLARE a vacancy in At Large 8 seat, and DIRECT the Clerk of the Board to post the vacancy, 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

C.19 APPOINT in lieu of election Herbert Speckman and Joyce Speckman to the Board of Trustees of Reclamation District 2117 for a term of four years, 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

C.20 APPOINT in lieu of election Tom Judge, David Harris, and Tim Bubniak to the Board of Trustees of Reclamation District 800 (Byron Tract) for terms of four years, four years, and two years, respectively, 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

C.21 APPOINT in lieu of election Thomas Baldocchi, Sr. to the Board of Trustees of Reclamation District 2065 (Veale Tract) to a term of four years, 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

C.22 REAPPONT to the Advisory Council on Aging James Donnelly to City of Alamo-Danville seat, Nina Clark to City of Orinda seat, Arthur Kee to City of Brentwood seat, Ron Tervelt to City of Clayton, Lorna Van Ackeren to City of Pleasant Hill, and Frank Napoli to City of Walnut Creek, as recommended by the Employment and Human 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

C.23 APPOINT Michael Moore to the District 3 Alternate seat on the Sustainability Commission, as recommended by Supervisor Diane Burgis.

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. 24 DECLARE vacant the Appointee 1 seat on County Service Area P-6, Discovery Bay Citizen Advisory Committee and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Diane Burgis.

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 the medical appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their October 21, 2019 meeting, and the 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

C. 26 APPOINT Michelle Hernandez to the At Large #9 seat on the Commission for Women, 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

Appropriation Adjustments

C. 27 APPROVE Appropriation and Revenue Adjustment No. 005012 authorizing a decrease in revenue of \$62,967 in the Employment and Human Services Department, Workforce Development Board, to reflect the accurate amount of AB109 grant funding received.

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. 28 ADOPT Position Adjustment Resolution No. 22543 to increase the hours of one Community Health Services Mental Health Clinical Supervisor-Project (unrepresented) position from 20/40 to 40/40 in the Community Services Bureau, as recommended by the Director of Employment and Human Services. (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. 29 ADOPT Position Adjustment Resolution No. 22536 to increase the hours of one Library Assistant-Journey Level position (represented) from part time (20/40) to part time (32/40) in the Library Department. (100% Library 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. 30 ADOPT Position Adjustment Resolution No. 22544 to add one Deputy Public Defender-Fixed Term (represented) and cancel one Deputy Public Defender-Fixed Term - Project (represented) position in the Office of the Public Defender. (100% 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 ADOPT Position Adjustment Resolution No. 22550 to add five full time Social Worker (represented) positions to the In-Home Supportive Services program as recommended by the Employment and Human Services Director. (48% Federal, 39% State, 13% 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

Grants & Contracts

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

C.32 APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to accept funding in the amount of \$175,200 and execute an agreement with the Contra Costa County Office of Education to provide Quality Matters programs for the period July 1, 2019 through June 30, 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.33 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding in the amount of \$16,000 from Contra Costa County Office of Education for enhancements in infant-toddler early child care and education through the Quality Matters Program. (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.34 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Health Care Services, to administer and oversee the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, and Crisis Counseling Assistance and Training programs for community mental health services for County residents for the period July 1, 2018 through June 30, 2021. (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.35 APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a contract amendment with California Department of Education to increase the payment by \$179,692 to a new payment limit of \$3,213,055, for County to operate the alternative payment childcare programs, with no change to the original term July 1, 2019 through June 30, 2020. (66% Federal, 34% 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.36 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract and accept reimbursement in an amount not to exceed \$24,200 from Mount Diablo Unified School District for the provision of food services at the Crossroads High School childcare program for the period August 1, 2019 through June 30, 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.37 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to receive reimbursement in an amount not to exceed \$788,418 to provide pest detection services for the period July 1, 2019 through June 30, 2020. (100% 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.38 Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative Grants Program in an amount not to exceed \$192,000 for the purchase of two towable emergency power generators. (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. 39 APPROVE and AUTHORIZE the County Administrator, or designee, to apply for and accept funding in an amount not to exceed \$11,000 from the State's California Arts Council, Veterans in the Arts grant to provide AboutFace veterans self-portrait painting workshops for the period July 1, 2020 through June 30, 2021. (50% State, 25% in-kind match, 25% cash 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. 40 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the United States Department of Health and Human Services in an amount not to exceed \$200,000 for transitional housing services for youth ages 18-21 in Contra Costa County who are homeless and exiting the foster care system for the period September 30, 2019 through September 29, 2020. (County match required)

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 the U.S. Department of Veterans Affairs Northern California Health Care System, to pay County an amount not to exceed \$209,762 to continue emergency shelter housing for homeless veterans in Richmond for the period October 1, 2019 through September 30, 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. 42 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of Richmond, to increase the amount payable to the County by \$100,000 to a new amount not to exceed \$200,000, and extend the termination date from June 30, 2019 to June 30, 2020, to provide additional homeless outreach services under the Coordinated Outreach, Referral and Engagement Program. (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. 43 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Health Care Services, to pay County an amount not to exceed \$64,760,373 to provide substance abuse prevention, treatment and recovery support services to County residents for the period July 1, 2019 through June 30, 2022. (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. 44 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept an award from the United States Department of Housing and Urban Development, to pay County an amount not to exceed \$550,334 for the County's Continuum of Care Coordinated Entry project to provide supportive services to homeless residents for the period October 1, 2019 through September 30, 2020. (25% County match required)

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 ADOPT Resolution No. 2019/623 authorizing the Sheriff-Coroner, or designee, to apply for and accept State Homeland Security Grant Program funds in an initial amount of \$1,257,540 from the California Governor's Office of Emergency Services and authorize specified Sheriff's Office officials to act on behalf of the County to obtain funding for the period of September 1, 2019 through the end of grant fund availability. (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. 46 APPROVE and AUTHORIZE the County Administrator, or designee, to apply for and accept grant funding in an amount not to exceed \$25,000 from Third Sector Capital Partners, Inc., to enable the Office of Reentry and Justice to participate in the California Better Careers Design Group to study systemic workforce challenges. (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. 47 Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative Grants Program in an amount not to exceed \$295,000 for the purchase of a hooklift modular transport vehicle. (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. 48 Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative Grants Program in an amount not to exceed \$41,000 for the purchase of two search cameras. (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. 49 Acting as the Governing Board of the Contra Costa County Fire Protection District, AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative Grants Program in an amount not to exceed \$38,000 for the purchase of search and rescue listening devices. (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. 50 Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative Grants Program in an amount not to exceed \$24,900 for the purchase of weapons of mass destruction rescue personal protective equipment. (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. 51 Acting as the Governing Board of the Contra Costa County Fire Protection District, APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative Grants Program in an amount not to exceed \$10,000 for the purchase of two griphoist rescue units. (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. 52 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Energy Council, a joint exercise of powers agency, to increase the payment to the County by \$40,000 to a new payment limit of \$125,000 and extend the term from December 31, 2018 through December 31, 2019, for the County's continued work in connection with East Bay Energy Watch. (100% Energy Watch JPA funding, 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. 53 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment with API Healthcare Corporation, effective June 28, 2019, to increase the payment limit by \$101,739 to a new payment limit of \$803,547 and extend the termination date from June 29, 2019 to June 30, 2020, for continued software licensing, hosting and support services for the Health Services Information Systems Unit. (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. 54 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sean Alexander Marine Services in an amount not to exceed \$500,000 to provide marine salvage services for the period December 1, 2019 through November 30, 2020. (54% General Fund, 46% 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. 55 APPROVE and AUTHORIZE Public Works Director, or designee, to execute a contract amendment with Quality Assurance Engineering Inc., (d/b/a Consolidated Engineering Laboratories), to increase the payment limit by \$400,000 to a new payment limit of \$1,250,000 and to extend the term from June 26, 2021 to June 26, 2022 to provide on-call materials testing and inspection services, 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. 56 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with WestCare California, Inc., in an amount not to exceed \$2,028,824 to provide substance use disorder prevention, treatment and detoxification services for Contra Costa County residents in West County for the period October 1, 2019 through September 30, 2020. (54% Substance Abuse Treatment and Prevention Block Grant; 46% Federal Medi-Cal)

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 Health Services Director, or designee, to execute a contract with The Regents of the University of California, San Francisco, in an amount not to exceed \$3,600 to provide specialized training for the County's Behavioral Health Services Division Staff for the period October 1, 2019 through June 30, 2020. (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. 58 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Animate Consulting LLC (dba Animate Behavior), in an amount not to exceed \$1,250,000 to provide applied behavior analysis services to Contra Costa Health Plan members for the period December 1, 2019 through November 30, 2021. (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 META Dynamic, Inc., in an amount not to exceed \$35,000 to provide guidance navigation system, related software, accessories and certified technicians for tumor locating in the surgical unit at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2019 through October 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. 60 APPROVE clarification of Board action on July 30, 2019 (C.37), which authorized the County Administrator, or designee, to execute a contract with Allegis Group Holdings, Inc. (dba TEK Systems, Inc.), a corporation, in an amount not to exceed \$650,000 to provide temporary help and recruitment services for the County Administrator's Law & Justice Information Systems Unit for the period August 1, 2019 through September 30, 2020, to reflect a negotiated limit to the Contractor's liability exposure. (100% 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. 61 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Urmila Bajpai-Pillai, M.D., effective October 1, 2019, to increase the payment limit by \$11,000 to a new payment limit of \$723,000, to provide additional rheumatology care services at Contra Costa Regional Medical Center and Health Centers with no change in the original term of November 1, 2018 through October 31, 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. 62 APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with Dan Cloak Environmental Consulting, to increase the payment limit by \$310,000 to a new payment limit of \$760,000 and to extend the term from June 30, 2020 to April 18, 2022 to provide technical assistance in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide. (100% Stormwater Utility Fee Assessments)

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 Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with ADH Technical Services, Inc., to increase the payment limit by \$1,676,681 to a new payment limit of \$3,700,000 and to extend the term from June 30, 2020 to June 30, 2022 to provide technical services for water quality monitoring as required by the National Pollutant Discharge Elimination System Permit, Countywide. (100% Stormwater Utility Fee Assessments)

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 Chief Engineer, Flood Control and Water Conservation District, or designee, to execute on behalf of the Contra Costa Clean Water Program, a contract amendment with Wood Environment & Infrastructure Solutions, Inc. to increase the payment limit by \$687,000 to a new payment limit of \$1,000,000 and to extend the term from June 30, 2020 to June 6, 2022 to provide technical support services in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide. (100% Stormwater Utility Fee Assessments)

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 Chief Engineer, Flood Control and Water Conservation District, or designee, to execute on behalf of the Contra Costa Clean Water Program, a contract amendment with Larry Walker Associates, Incorporated to increase the payment limit by \$833,000 to a new payment limit of \$1,600,000 and to extend the term from June 30, 2020 to June 6, 2022 to provide technical support services in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide. (100% Stormwater Utility Fee Assessments)

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 novation contract with The Latina Center, in an amount not to exceed \$122,091 to provide Mental Health Services Act prevention and early intervention program services to Latino parents and caregivers in West County for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$61,046. (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. 67 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Accela, Inc., in an amount not to exceed \$257,088 to provide data conversion software utilized by the Hazardous Materials and Environmental Health Divisions to track pertinent data on the regulated community, track inspection data and enforcement actions for the period May 1, 2019 through April 30, 2021. (61% Environmental Health; 39% Hazmat Program 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. 68 APPROVE and AUTHORIZE the Interim Risk Manager, or designee, to execute a contract with Tuell & Associates in an amount not to exceed \$400,000 to provide workers' compensation staffing services for the period of November 1, 2019 through October 31, 2020. (100% Workers' Compensation Internal Service Fund)

To allow for an opportunity for a meet and confer with labor representatives, this matter is RELISTED to a future date uncertain.

C. 69 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Risk Management Division of the County Administrator's Office, a blanket purchase order with Ventiv Technology, Inc., in the amount of \$241,820 for the workers' compensation and liability claims management system annual software licensing and maintenance, for the period October 1, 2019 through September 30, 2020. (100% Workers' Compensation and General Liability Internal Service 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. 70 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Bay Area Community Services, Inc., in an amount not to exceed \$2,627,206 to provide community services, support and residential mental health services to County clients for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,313,603. (55% Mental Health Realignment; 33% Federal Medi-Cal; 12% 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. 71 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a novation contract with Telecare Corporation, in an amount not to exceed \$2,204,053 to provide and manage crisis support and residential services for adults with mental illness at the Hope House for the period July 1, 2019 through June 30, 2020, including a six-month automatic extension through December 31, 2020 in an amount not to exceed \$1,102,026. (30% Federal Medi-Cal; 70% 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. 72 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a customer agreement with Ecopia Tech Corporation in an amount not to exceed \$80,000, to obtain transportation infrastructure data during the period November 5, 2019 through January 1, 2021, in connection with the County's active transportation planning, as recommended by the Public Works Director, Countywide. (88% Caltrans Sustainable Communities Grant Funds and 12% MTC's Transportation Development Act Article 3 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

Other Actions

C. 73 ADOPT Resolution No. 2019/589 authorizing the issuance and sale of various bonds by the Pittsburg Unified School District in an aggregate amount not to exceed \$32,000,000 on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)

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 ACCEPT and APPROVE the amended Sustainability Commission Bylaws, as recommended by the Sustainability 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. 75 APPROVE and AUTHORIZE the Board Chair to execute a Grant Deed of Development Rights between Contra Costa County and Matthew Lawrence Locati, conveying to the County, development rights on a portion of Subdivision #SD16-9442 in the Lafayette area, and ADOPT related actions under the California Environmental Quality Act, as recommended by the Conservation and Development Director. (100% Applicant Fees) (See C.1)

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 ACCEPT the September 2019 update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human 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

C. 77 APPROVE and AUTHORIZE the County Librarian to close the Walnut Creek County Library at 3:00 p.m. instead of 6:00 p.m. on May 2, 2020 to host an annual fundraising event, as requested by the County Librarian and the Walnut Creek Library Foundation. (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. 78 APPROVE amended list of designated positions for the Conflict of Interest Code for the Mt. View Sanitary District.

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. 79 APPROVE amended Conflict of Interest Code for the West Contra Costa Unified School District, including the list of designated positions.

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 APPROVE amended list of designated positions for the Conflict of Interest Code for the Orinda Union School District.

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 REFER to the Industrial Safety Ordinance Ad Hoc Committee the issue of whether to apply The Industrial Safety Ordinance to Storage Tank Facilities.

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 ADOPT Resolution No. 2019/625 approving the transfer of ownership of Del Norte Place, a 200-unit residential rental project including 80 affordable units located in the City of El Cerrito that was funded by County-issued multifamily housing revenue bonds in 1994, as recommended by the Conservation and Development Director. (100% Special 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. 83 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$27,550 to SJBH, LLC (dba San Jose Behavioral Health Hospital) for the provision of inpatient psychiatric treatment services for County referred children, adolescents and adults for the period April 10, 2019 through April 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. 84 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute legal documents to loan \$500,000 in Local Government Special Needs Housing Program (formerly a component under the Mental Health Services Act known as the MHSA Housing Program) funds to SP Commons L.P. for construction of a 45-unit multifamily housing project at 1860 Trinity Avenue in Walnut Creek that includes 5 units for previously homeless tenants. (100% State 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 ADOPT Resolution No. 2019/628 as approved by the Retirement Board, which establishes retirement plan contribution rates effective July 1, 2020 through June 30, 2021; and ADOPT administrative revisions to the Board of Retirement Regulations, 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

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.

COMMITTEE	DATE	TIME	PLACE
Airports Committee	November 13, 2019	11:00 a.m.	See above
Family & Human Services Committee	November 25, 2019 Canceled Special Meeting November 13, 2019	10:30 a.m.	See above
Finance Committee	November 25, 2019 Canceled December 23, 2019	9:00 a.m.	See above
Hiring Outreach Oversight Committee	TBD	TBD	See above
Internal Operations Committee	November 11, 2019 Canceled December 9, 2019	1:00 p.m.	See above
Legislation Committee	December 9, 2019 Canceled December 19, 2019 Special Meeting	10:30 a.m.	Room 108
Public Protection Committee	December 2, 2019	10:30 a.m.	See above
Sustainability Committee	Special Meeting December 9, 2019	9:30 a.m.	Room 108
Transportation, Water & Infrastructure Committee	November 11, 2019 Canceled Special Meeting November 14, 2019	2:00 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: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: HEARING to consider reversion to acreage of real property within subdivision SD04-08820, El Sobrante area.

RECOMMENDATION(S):

1. OPEN a public hearing on an owner-initiated reversion to acreage of the real property within subdivision SD04-08820, RECEIVE and consider all public testimony, and CLOSE the public hearing.
2. DETERMINE that the reversion to acreage of the real property within subdivision SD04-08820 is exempt from review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15061, subdivision (b)(3), in that it can be seen with certainty that there is no possibility that the reversion will have a significant effect on the environment.
3. ADOPT reversion to acreage findings required by Government Code section 66499.16, subdivision (a), (b)(2), and (b)(3), as set forth in this Board order.
4. ADOPT conditions for reversion to acreage as set forth in Government Code section 66499.17, subdivisions (a)-(c), as set forth in this Board order.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Randolph Sanders
(925)313-2111

By: June McHuen, Deputy

RECOMMENDATION(S): (CONT'D)

5. ADOPT Resolution No. 2019/596, approving the final map of the reversion of the subdivided real property.

6. AUTHORIZE the Chair, Board of Supervisors, to execute the Separate Statement of Consent to Preparation and Recording of Reversion Map ("Separate Statement"), attached hereto.

7. DIRECT the Conservation and Development Director or his designee to file a Notice of Exemption with the County Clerk, and DIRECT the Public Works Director or his designee to arrange for payment of the \$50 filing fee to the County Clerk.

8. DIRECT the Public Works Director, or designee, to arrange for the Separate Statement to be recorded concurrently with the final reversion map, pursuant to County Ordinance Code section 924-2.010, subdivision (b).

FISCAL IMPACT:

Staff costs associated with the reversion will be funded by available revenues from a cash security deposit and fees paid by the owner.

BACKGROUND:

On December 18, 2007, the Board adopted Resolution No. 2007/737, approving a final map and subdivision agreement for subdivision SD04-08820, a 5-lot subdivision located on Luise Lane at Hilltop Drive in the unincorporated El Sobrante area. The subdivider and owner of the subdivision property is Geoghegan Homes, Incorporated. The Subdivision Agreement required the installation of road, drainage and other subdivision improvements within two years (i.e., by December 4, 2009). That deadline was extended five times, ultimately to April 20, 2019. None of the subdivision improvements were installed.

The owner of the subdivision property has petitioned to revert the real property within the subdivision to acreage rather than renew the Subdivision Agreement again, and submitted a final reversion map, entitled "Reversion to Acreage Lots 1 to 5 Inclusive of Subdivision 8820." Staff has reviewed the map and found it to conform to the applicable legal requirements.

Under Section 924-2.008 of the County Ordinance Code, the Board must conduct a noticed public hearing on a proposed reversion to acreage and may approve a reversion if it makes certain findings specified in Government Code section 66499.16 and includes, as conditions of reversion, the conditions specified in Government Code section 66499.17. If the Board approves a reversion map, the map must be recorded along with a statement signed by owners of record title interests in the subdivision property that they consented to the preparation and recording of the map. As the owner of record title interests in the subdivision property, the County is among the required signatories.

FINDINGS

Government Code section 66499.16 provides that subdivided real property may be reverted to acreage only if the Board finds that:

a. Dedications of offers of dedication to be vacated or abandoned by the reversion to acreage are unnecessary for present or prospective public purposes; and

b. Either:

1. All owners of an interest in the real property within the subdivision have consented to

reversion; or

2. None of the improvements required to be made have been made within two years from the date the final or parcel map was filed for record, or within the time allowed by agreement for completion of the improvements; whichever is later; or

3. No lots shown on the final map or parcel map have been sold within five years from the date such map was filed for record.

As set forth below, the facts in this case support findings (a), (b)(2), and (b)(3).

Facts Supporting Finding (a): The recorded final map of subdivision SD04-08820 shows an area dedicated to the County for roadway purposes and the dedication of an area to the East Bay Municipal Utility District for the purpose of constructing, replacing, maintaining, operating and using a water line. The map also shows offers of dedication of areas designated as a public utility easement, sanitary sewer easement and sight distance easement, and a “restricted development area” – a structure setback area adjacent to a creek on the subdivision property, the development rights to which were conveyed by grant deed to the County as a condition of approval of the subdivision. All of the above areas were required to serve the subdivision, but following reversion, will not be necessary for present or prospective public purposes. For this reason, they are not shown on the reversion map. As noted on the map, these offers of dedication will be terminated and the restricted development area abandoned upon the filing of the map.

Facts Supporting Finding (b)(2): None of the improvements required by the Subdivision Agreement for subdivision SD04-08820 have been installed.

Facts Supporting Finding (b)(3): No lots shown on the final map for subdivision SD04-08820 have been sold within five years from the date the final map was filed for record.

CONDITIONS OF REVERSION

Section 66499.17 of the Government Code provides that as conditions of reversion the Board shall require the following:

a. Dedications or offers of dedication necessary for the purposes specified by local ordinance following reversion.

b. Retention of all previously paid fees if necessary to accomplish the purposes of this division or local ordinance adopted pursuant thereto.

c. Retention of any portion of required improvement security or deposits if necessary to accomplish the purposes of this division or local ordinance adopted pursuant thereto.

The County obtained a drainage easement on the subdivision property in 2001, prior to subdivision SD04-08820. This easement is necessary to serve the property after the reversion to acreage, and is shown on the reversion map. The preservation of this preexisting easement is considered a condition of this reversion. No new dedications or offers of dedication are necessary for the purposes specified by local ordinance following reversion of this subdivided property.

However, all previously paid fees, including a reversion application fee paid by the owner, and a cash deposit to secure construction of the subdivision improvements, are necessary to accomplish the purposes of the Subdivision Map Act and Title 9 of the County Ordinance Code, in that the funds are needed to pay for costs associated with this reversion.

By approving Recommendation #4 above, the Board requires preservation of the preexisting easement, and retention of the above-described funds, as conditions of this reversion.

SEPARATE STATEMENT

When a reversion is initiated by petition, Ordinance Code section 924-2.010, subdivision (b), requires the reversion map to be recorded concurrently with a separate statement that all owners of record title interests consented to the preparation and recording of the map. As the owner of development rights and a drainage easement on the subdivision property, the County is among the owners who will need to sign the separate statement before the map can be recorded. A copy of the separate statement is attached. The recommended actions include the execution of this separate statement by the Board Chair on behalf of the County.

CEQA EXEMPTION

The general rule is that an activity is exempt from review under the California Environmental Quality Act (CEQA) if it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. (Cal. Code Regs., tit. 14, § 15061, subd. (b)(3).) It can be seen with certainty that there is no possibility that this reversion may have a significant effect on the environment because there will be no physical changes to the property as a result of the reversion. The reversion replaces a five-lot map with a new one-lot map.

CONSEQUENCE OF NEGATIVE ACTION:

The reversion map will not be recorded, and the five parcels created with the recording of the final map in 2007 would remain in existence. The subdivider would remain obligated under the Subdivision Agreement to install the required road and drainage improvements.

AGENDA ATTACHMENTS

Resolution No. 2019/596

Map- Reversion to Acreage Subdivision 8820

Separate Statement of Consent to Preparation and Recording of Reversion Map

MINUTES ATTACHMENTS

Signed: Resolution No. 2019/596

Signed: Separate Statement of Consent

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 11/05/2019 by the following vote:

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

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐

Resolution No. 2019/596

IN THE MATTER OF approving a final map for reversion to acreage of real property within subdivision SD04-08820, El Sobrante area. (District I)

WHEREAS, the Board on December 18, 2007, approved subdivision SD04-08820, a five-lot residential subdivision located on Hilltop Drive in the El Sobrante area; and

WHEREAS, the Board on December 18, 2007, also approved a Subdivision Agreement that required the installation of road, drainage and other improvements for the subdivision; and

WHEREAS, the deadline for completion of the subdivision improvements has passed, and no subdivision improvements have been installed; and

WHEREAS, the subdivider and fee title owner of the real property within subdivision SD04-08820, Geoghegan Homes, Incorporated, has informed the Public Works Director that it is financially unable to complete the required improvements; and filed a petition for reversion to acreage of the parcels within subdivision SD04-08820; and

WHEREAS, a final reversion map, entitled "Reversion to Acreage Lots 1 to 5 Inclusive of Subdivision 8820," was presented for Board approval on this date;

NOW, THEREFORE, BE IT RESOLVED that said final reversion map is APPROVED.

Contact: Randolph Sanders (925)313-2111

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

ATTESTED: November 5, 2019

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

By: June McHuen, Deputy

cc: Slava Gospodchikov - Engineering Services, Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Craig Standafer- Engineering Services, Linda Wilcox - County Counsel, Renee Hutchins - Records, Karen Piona- Record, Geoghegan Homes, Inc., Indemnity Company of California, Chicago Title Company, Sherri Reed

Y:\projects-old\9691\R-1829 REVERSION 9-30-2019.dwg 9/30/19

Y:\projects-old\9691R-1829 REVISION 9-30-2019.dwg 9/30/19

Recording Requested By:
COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services Division
255 Glacier Drive
Martinez, CA 94553

APN: 426-210-016, -017, -018, -019, and -020

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SEPARATE STATEMENT OF CONSENT
TO PREPARATION AND RECORDING OF REVERSION MAP**

This Separate Statement of Consent to Preparation and Recording of Reversion Map ("Statement") is recorded concurrently with the final map filed at Book _____ of Maps, Page _____, Official Records of Contra Costa County, under Government Code section 66435.1 and Contra Costa County Ordinance Code section 924-2.010, subdivision (b).

The final map recorded concurrently with this Statement ("Reversion Map") reverts to acreage the parcels within Subdivision (SD) 04-08820, created by that final map filed on December 18, 2007, in Book 506 of Maps, Page 23, Official Records of Contra Costa County.


The undersigned parties are the owners of record title interests in the real property within SD04-08820 who are required under Contra Costa County Ordinance Code section 924-2.010, subdivision (b), to sign this Statement, and hereby consent to the preparation of and recording of the Reversion Map, entitled, "Reversion to Acreage Lots 1 to 5 Inclusive of Subdivision 8820."

GEOGHEGAN HOMES INCORPORATED

COUNTY OF CONTRA COSTA

By:  _____
Patrick F. Geoghegan
President

Date: 10/1/19

By:  _____
Maria K. Geoghegan
Secretary

Date: 10/1/19

By: _____
John M. Gioia
Board Chair

Date: _____

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

By: _____
Deputy

HILLTOP DRIVE HOMEOWNERS
ASSOCIATION

By: _____

Patrick E. Geoghegan

President

Date: 10/1/19

By: _____

Maria K. Geoghegan

Secretary

Date: 10/1/19

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 CONTRA COSTA)

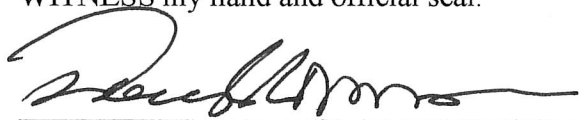
On 10/01/2019, before me, DOUGLAS R MEYER,

Notary Public, personally appeared PATRICK R GEOGHEGAN AND
MARIA K GEOGHEGAN,

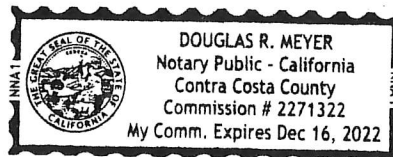
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(SEAL)

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 11/05/2019 by the following vote:

AYE: Gioia, Andersen, Burgis, Mitchoff, Glover
NO: ☒
ABSENT: ☒
ABSTAIN: ☒
RECUSE: ☒

Resolution No. 2019/596

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WHEREAS, the Board on December 18, 2007, approved subdivision SD04-08820, a five-lot residential subdivision located on Hilltop Drive in the El Sobrante area; and

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WHEREAS, the deadline for completion of the subdivision improvements has passed, and no subdivision improvements have been installed; and

WHEREAS, the subdivider and fee title owner of the real property within subdivision SD04-08820, Geoghegan Homes, Incorporated, has informed the Public Works Director that it is financially unable to complete the required improvements; and filed a petition for reversion to acreage of the parcels within subdivision SD04-08820; and

WHEREAS, a final reversion map, entitled "Reversion to Acreage Lots 1 to 5 Inclusive of Subdivision 8820," was presented for Board approval on this date;

NOW, THEREFORE, BE IT RESOLVED that said final reversion map is **APPROVED**.

Contact: Randolph Sanders (925)313-2111

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

ATTESTED: November 5, 2019

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

By: , Deputy

Stacy M Boyd

cc: Slava Gospodchikov - Engineering Services, Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Craig Standafer- Engineering Services, Linda Wilcox - County Counsel, Renee Hutchins - Records, Karen Piona- Record, Geoghegan Homes, Inc., Indemnity Company of California, Chicago Title Company, Sherri Reed

Recording Requested By:
COUNTY OF CONTRA COSTA

When Recorded, Return To:
COUNTY OF CONTRA COSTA
Contra Costa County Public Works Department
Attn: Engineering Services Division
255 Glacier Drive
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APN: 426-210-016, -017, -018, -019, and -020

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**SEPARATE STATEMENT OF CONSENT
TO PREPARATION AND RECORDING OF REVERSION MAP**

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The undersigned parties are the owners of record title interests in the real property within SD04-08820 who are required under Contra Costa County Ordinance Code section 924-2.010, subdivision (b), to sign this Statement, and hereby consent to the preparation of and recording of the Reversion Map, entitled, "Reversion to Acreage Lots 1 to 5 Inclusive of Subdivision 8820."

GEOGHEGAN HOMES INCORPORATED

COUNTY OF CONTRA COSTA

By: _____

Patrick E. Geoghegan
President

Date: 10/1/19

By: _____

Maria K. Geoghegan
Secretary

Date: 10/1/19

By: _____

John M. Gioia
Board Chair

Date: 11/5/19

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

By: _____

Deputy

HILLTOP DRIVE HOMEOWNERS
ASSOCIATION

By: _____

Patrick E. Geoghegan

President

Date: 10/1/19

By: _____

Maria K. Geoghegan

Secretary

Date: 10/1/19

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 CONTRA COSTA)

On 10/01/2019, before me, DOUGLAS R MEYER,

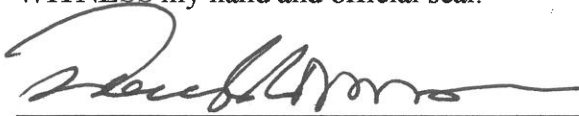
Notary Public, personally appeared PATRICK E GEOGHEGAN AND

MARIA K GEOGHEGAN,

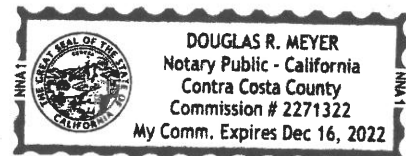
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public



(SEAL)

BY: DEPUTY COUNTY RECORDER

PAGE 2 OF 3

REVERSION TO ACREAGE

LOTS 1 TO 5 INCLUSIVE OF SUBDIVISION 8820
FILED IN BOOK 506 OF MAPS, PAGE 23

CONTRA COSTA COUNTY, CALIFORNIA
KISTER, SANDO & REI, INC. LAND SURVEYORS & CIVIL ENGINEERS
FACILE, CALIFORNIA
FEBRUARY, 2018
SCALE: 1" = 20'

ALEJANDRE
2004-0232556



NS037°38'W 780.53' (TOTAL)

PARCEL ONE

L O T
123 M 727

210.63'
NS22°28'10"W 267.39'

NS1°19'00"W 590.68' TOTAL
10' PUBLIC DRAINAGE
EASEMENT (2001-0206326)

NS1°19'00"W 568.35' TOTAL
20' ROADWAY
EASEMENT (2381 OR 539)

NS1°19'00"W

HILGENDORF
15011 OR 25

NS1°19'00"W 78.13'

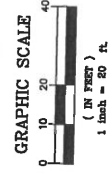
NS38°41'00"W 26.00'

528.30' (TOTAL)
ROADWAY EASEMENT
(2007-0185438)

MATCHLINE

LEGEND

- PARCEL LINE
- - - CENTERLINE
- - - EXISTING EASEMENT LINE





Contra
Costa
County

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: November 5, 2019

Subject: FY 2018/19 Animal Benefit Fund Report

RECOMMENDATION(S):

ACCEPT the 2018/19 Animal Benefit Fund report.

FISCAL IMPACT:

The Animal Benefit Fund's (ABF) current fund balance is at \$338,021.89. The Department has budgeted \$455,000 for FY 2019/20 to fund ABF program expenses. The net of the ABF fund balance requirement is \$355,000 with an estimated \$100,000 in donation contributions. If the ABF does not receive the estimated and additional donations, it will be at a net zero by the end of this fiscal year.

BACKGROUND:

The Contra Costa Animal Services Department (CCAS) presented the ABF end of year report to the Internal Operations (IO) committee on October 21, 2019. The IO committee chairs recommended that the Department report to the Board on the ABF and its need for donations to support the various programs.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Beth Ward,
925-608-8470

cc:

BACKGROUND: (CONT'D)

>

In 1988, CCAS created the ABF. The purpose of the ABF was originally to allow the Animal Services Department to receive donations from individuals, animal welfare organizations and businesses, to support animal health and welfare projects that are not funded by departmental or general County revenue. Since the creation of the ABF, monetary contributions and donations for services and supplies for animal welfare have provided for unfunded needs of the animals impounded at the Martinez and Pinole animal shelters. These donations have come in the form of grants or “soft ask” gifts over the counter or from our website. These funds are used to enhance the care and well being of the animals in our shelters and to support residents with animals in our County by providing humane programs around animal welfare.

ATTACHMENTS

CCAS ABF Presentation

ABF 2018/19 Report

CONTRA COSTA COUNTY ANIMAL SERVICES

ANIMAL BENEFIT FUND



NOVEMBER 5, 2019

Introduction

Welcome to the 2019 Animal Benefit Fund report.

- Established in 1988
- Funds used to enhance the care and well being of the animals in our shelters and to support the residents with animals in our County by providing humane programs around animal welfare.
- Highlighted throughout this report are programs made possible by the generous donors who have supported the Animal Benefit Fund.
- Behind every number is a story. A story of an animal or family that has touched us, inspired us and spurred us to action.



Spay and Neuter Program



- Problem – Low Cost or Free S/N services in Contra Costa County are sparse and not easily accessible.
- \$100,000 was used in FY18/19 to increase opportunities for low cost or free spay and neuter services in Contra Costa County.
- Partnered with non profits such as Fix Our Ferals, Contra Costa Humane, Paw Fund and Pawsitively Safe.
- Results:
 - 1008 Spay/Neuter Surgeries
 - 621 Vaccinations, Flea and Deworming Treatments
 - 361 Microchips implanted.

Pet Retention/Shelter Intervention Program



- Problem: Contra Costa County Shelters are over crowded and residents who are considering surrendering their pets are often just looking for education and support to keep their pets.
- Collaboration works! CCAS has worked with our County's largest nonprofit animal welfare group, the Animal Rescue Foundation (ARF) to provide resources to our community to help keep animals in their homes.
- \$22,265 was used in FY18/19 to help keep animals in their homes.
- Results:
 - 600 plus requests were received for assistance
 - 200 plus animals were kept in-homes or re-homes without entering the shelter

Shelter Intervention example: San San



- Animals entering any shelter are often subjected to stress.
- San San's family needed to move and they could not take her with them. They knew that going to a shelter would be hard and scary for her.
- The CCAS team worked with her family and coordinated with a rescue so that the day she came to the shelter, she left right away with a new foster family through the rescue.
- San San has since found a loving home!
- Collaboration made a difference for San San and helped to reduce the potential for over crowding of dogs at the shelter.

Transfer Partner Assistance (Bridge Program)

The Bridge Program was developed to support local rescue groups, our transfer partners to help more animals with medical conditions by providing financial assistance for them to treat animals at local vets.

December 2018 – an assessment of the program was completed. Findings showed:

- the majority of funding requested by the groups was being used for Spay and Neuter surgeries,
- the number of medical animals being rescued had not increased and
- local vets were hesitant to participate due to hurdles in County processes and their need to get paid at time of service.

Program discontinued 12/31/18, remaining funds re-allocated to our Panda's Gift Program.



“Tiffany” the dog looking happy in her good bye photo on her way to Contra Costa Humane Society

\$11,232 in Transfer Partner Assistance

52 Animals Supported 7/1/18-12/31/18

17 Local Vets Participated

Panda's Gift Program (Medical Assistance)

Created to provide medical services to animals in need that have conditions beyond CCAS' ability to treat.

\$9,799
in Medical
Assistance
Support



\$753
Average Cost
of medical
procedures

8
Veterinary
hospitals
participated

Education and Awareness Program

\$18,318
spent on
Education



Projects funded in FY 18/19 include the

- 2019 CCAS Licensing and Microchip Awareness Campaign targeted to underserved communities.
- New informational and directional signage in the Martinez Shelter.



Don't Lose Your Best Friend! \$5 Microchips

at the Contra Costa County Low-Cost Microchip Clinic

Microchips can be purchased for \$5 and CCAS animal care staff will implant them in your pet for free. Three dates available:

Sat., June 1st
11:00am-2:00pm
Where: Supervisor Burgis' Brentwood Office,
3361 Walnut Blvd., Brentwood

Sat., June 15th
10:00am-1:00pm
Where: Davis Park, San Pablo
1661 Folsom Ave, San Pablo

Sat., June 22
11:00am-2:00pm
Where: Concord Police Department
1350 Galindo St., Concord

Take advantage of this reduced cost microchip clinic to make sure you're able to reconnect with your pet if it ever escapes.

Participants in the microchip clinic will receive a FREE "doggie bag" with treats and helpful info for you and your pet.

For more information,
call 925-608-8400, or
email: asdweb@asd.cccounty.us



2.1 Million+
People reached
During Ad
Campaign

213 Pets
Microchipped
in 9 HOURS

General Programs (Shelter Enrichment)

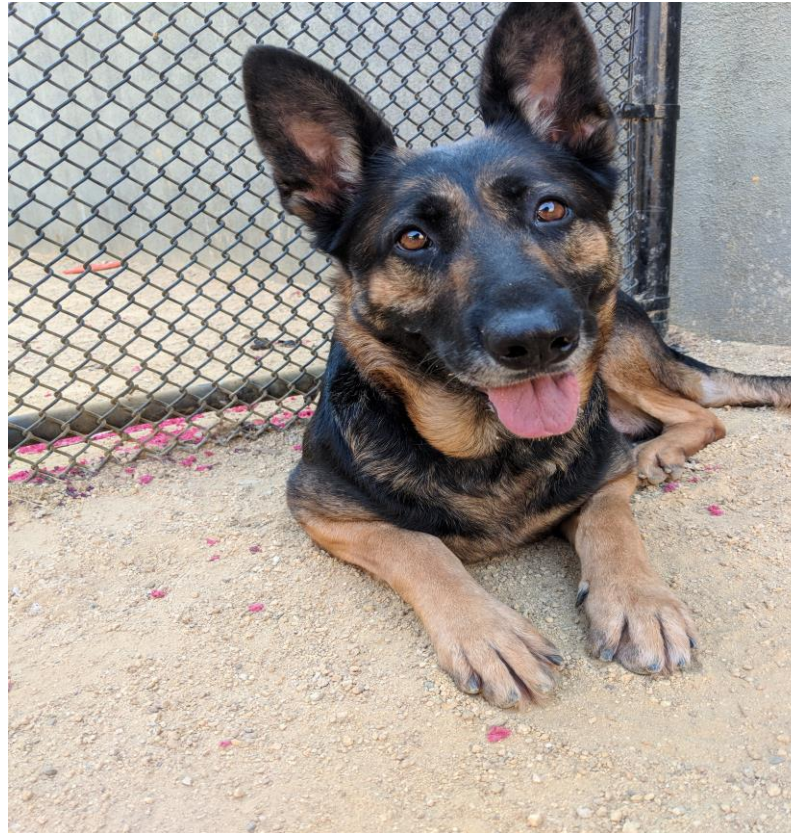
The dog housing in our shelters is almost always over crowded with dogs needing our help and support. The CCAS team is constantly exploring ways to reduce the number of dogs being brought into the shelter, ways to help our shelter dogs move through our care faster and ways to help them cope with the stresses of being in an overcrowded situation.



In FY 17/18, we developed a pilot program for Shelter Enrichment to help meet the emotional needs of our shelter dogs. In FY18/19, we implemented a full scale program and the cost of \$226,105 was absorbed by the ABF. Those funds helped to provide 12,014 “Out of Kennel” Enrichment Sessions and 15,073 “In Kennel” Enrichment Sessions. The program has helped us to identify the importance of enrichment for the mental health of our shelters dogs and will become part of the long term culture of animal care at CCAS.

Shelter Enrichment (cont'd)

This beautiful girl is Wanda. She is representative of probably 60% of the dogs that come into our care. A stray, large breed dog that does not generally do well in a shelter. Wanda was initially described as a nervous, timid dog who was highly reactive to the dogs in the kennels around her. She was a dog with a lot of potential but was not thriving in our environment.



The team utilized a range of measures to reduce her stress and improve her confidence. Some of the things that were done were to create visual barriers between her and other dogs, provide her the opportunities for positive interactions with other dogs and ensuring that she had “in and out of kennel” enrichment activities.

All of these actions helped Wanda stay “happy” in her kennel and allowed her time to find her forever family. She has since been adopted, is now named “Rachel” and is reported to be doing fabulous. She enjoys her new home and her daily walks in the Presidio.

Thank you to our donors

\$107,798
In
Contributions

\$5,000
Largest Individual Gift
(\$80 avg. contribution)



3019
Donors

Financials

Fund	FY 18/19 Budget	FY 18/19 Actuals	Variance
General (Shelter Enrichment)	\$226,105.00	\$286,407.25	(\$60,302.25)
*FY 17/18 Expenses	\$105,000.00	\$104,465.48	\$534.52
Panda's Gift Program (Medical Assistance)	\$43,000.00	\$9,798.66	\$33,201.34
Education	\$20,000.00	\$18,317.51	\$1,682.49
Shelter Intervention/Pet Retention	\$30,000.00	\$22,265.11	\$7,734.89
Transfer Partner Assistance (Bridge Program)	\$17,000.00	\$11,232.86	\$5,767.14
Spay and Neuter Program	\$100,000.00	\$87,183.96	\$12,816.04
Totals	\$541,105.00	\$539,670.83	\$1,434.17

Financials (cont'd)



Animal Benefit Fund Balance

FY 18/19 Starting Fund Balance	\$755,148.10
FY 18/19 Expenses	\$539,670.83
FY 18/19 Revenues	\$122,544.62
FY 18/19 Ending Fund Balance	\$338,021.89

Next year? We need your help!

CCAS Annual Giving Campaign

- Begins Nov. 1, ends on Giving Tuesday (Dec. 2nd).
- All contributions go to the Animal Benefit Fund, which funds an array of programs to benefit CCAS animals.
- 2018 Campaign Raised Over \$16,000.
- Goal for 2019 is \$30,000
- To contribute, go to www.ccasd.org/849/Donate-for-the-Animals





2019 Animal Benefit Fund Report



Contra Costa Animal Services
4800 Imhoff Place
Martinez, CA 94553

Introduction

It is our pleasure to present Contra Costa Animal Services' (CCAS) annual report for the Animal Benefit Fund (ABF). This report highlights the progress we've made in strengthening and modernizing our ability to place and care for animals in our shelters, driven by the generous contributions of individuals, organizations and corporations in Contra Costa County and beyond.

The Animal Benefit Fund was established by the Contra Costa Board of Supervisors in 1988 as a way to accept monetary donations from compassionate individuals who want to help our shelter animals. All funds are used to enhance the care and well-being of animals in our shelters and to enhance programs of humane welfare and education for the residents of Contra Costa County.

In FY 18/19, ABF funds were allocated to a range of projects and initiatives geared towards enhancing the care and enrichment of our animals, as well as supporting pet owners in Contra Costa County. Propelled by the collective generosity of over 3,000 donors who contributed just under \$108,000, CCAS was able to make significant improvements in the areas of shelter enrichment, treatment and support for animals.

Over the last year, the Animal Benefit Fund has allowed CCAS to put ideas into action, the results of which are highlighted throughout this report. To our donors, we say, "Thank You" for believing in us and for providing us the tools necessary to impact and save even more lives.

Behind every number is a story. This report highlights a few of those that touched and inspired us, and spurred us to action. For that, our thanks go to the community, adopters, transfer partners, staff and volunteers who either contributed to the fund, adopted an animal into their home or organization, or who gave their time or talent to ensure the best outcomes possible for the animals in our care. The heart-warming results you will read about in this report are a testament to the spirit of compassion, innovation and hard work exhibited by CCAS in the last fiscal year.





Spay and Neuter Program



Cats and dogs on our recovery beds after surgery



In FY18/19, CCAS allocated \$100,000 in funding to increase opportunities for low-cost spay and neuter services in Contra Costa County. Working with our collaborative partners Fix Our Ferals, Contra Costa Humane Society, Paw Fund and Positively SAFE, the fund provided over 1,000 low-cost spay and neuter surgeries for dogs and cats that may not have otherwise been altered. In addition to the spay and neuter services provided through this fund, animals that were altered also received microchips, vaccines, and treatments such as flea and deworming medications.

1008

Low-Cost Spay/Neuter
Surgeries

361

Microchips
Implanted

621

Low-Cost
Vaccinations,
Flea & Deworming
Treatments

Pet Retention/Shelter Intervention



The CCAS/ARF Pet Retention Program has become an overwhelming success in keeping animals out of Contra Costa County shelters. Through this collaborative program we were able to help over 200 pet owners keep or re-home their pets in the last fiscal year. In FY 18/19, \$22,265 in Animal Benefit Funds were utilized by this program to provide support for the 600+ pet owners who requested assistance. Equally important, in FY 18/19 we were able to identify common themes that lead people to surrender their pets, allowing us to bolster our existing resources in those areas and seek new resources to address issues. Beyond the statistical successes enjoyed by the program, the real measure of success can be found in the stories, photos and thank you cards we receive from people whom we've helped keep their pet in their family.



600+

Requests for
Assistance

200+

Pets Kept in Homes
or Re-homed

\$22,265

In Pet Retention/
Shelter Intervention
Support

Pictured above is San San. Her owner was moving and needed to desperately re-home her dog, or risk surrendering her to CCAS. Through the CCAS/ARF Pet Retention Program, we were able to coordinate with Samoyed Rescue to find a suitable placement for San San and keep her out of the shelter. She has since found a loving home and has never had to step foot into a shelter.

Transfer Partner Assistance (Bridge Fund)

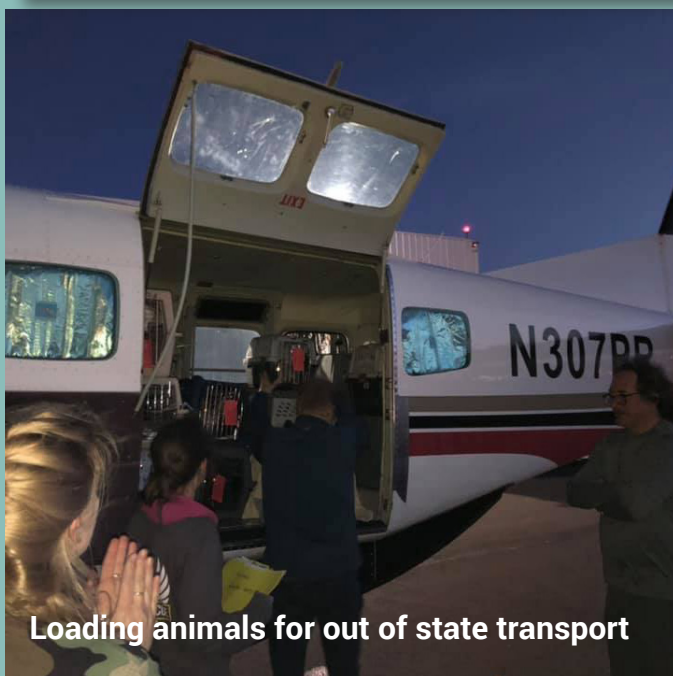


Tiffany the dog looking happy in her goodbye photo on her way to Contra Costa Humane Society

The CCAS Bridge Program served as a mechanism to assist our transfer partners in adopting more animals, particularly those with medical issues. In FY18/19, over \$11,000 in Bridge Program funds were utilized in assisting transfer partners in adopting special needs animals from the Martinez and Pinole shelters. In December of 2018, with input from our Transfer Partners, CCAS made the strategic decision to discontinue the Bridge Program in FY18/19 and re-allocate the remaining funds to Medical Assistance (Panda's Gift Program). This decision streamlined the process to more effectively help our partners in alleviating the costs of medical and other services they incur as a result of pulling special needs animals from our shelters.

52

**Animals
Supported
Through
the Bridge Fund**



Loading animals for out of state transport

\$11,232

**in Transfer
Partner
Assistance**

17

**Veterinary
Partners**



Medical Assistance (Panda's Gift Program)



The Panda's Gift Program was created to provide medical services to animals in need that have conditions beyond CCAS' ability to treat. In FY 18/19, \$9,799 in Animal Benefit Funding was utilized for medical assistance. The funding allowed CCAS to provide animals with acute medical conditions the urgent medical care they needed. From providing urgent care to animals with severe trauma to performing complicated surgeries to save the lives of animals in the hopes they will find their forever homes, the Panda Fund has made a huge difference in CCAS' ability to care for animals with severe trauma and conditions.

A black dog is lying on a yellow towel on a table in a veterinary clinic. Two female veterinarians are performing a dental procedure on the dog. The veterinarian on the left is wearing a blue and white patterned surgical cap and dark scrubs. The veterinarian on the right is wearing a blue surgical cap, a blue face mask, and blue scrubs. They are both focused on the dog's mouth. The background shows a typical veterinary clinic setting with various equipment and supplies.

\$753

Average cost of
medical
procedures

8

Veterinary hospitals
and clinics
participating in the
Panda Fund

\$9,799

In Medical Assistance/
Panda Support

Education and Awareness



Over the last fiscal year, the Animal Benefit Fund supported an array of projects that sought to educate and increase awareness about important animal welfare issues, such as the benefits of adoption and the importance of pet licensing. Projects funded by the Education & Awareness Fund in FY 18/19 include: the 2019 CCAS Licensing & Microchip Awareness campaign, social media campaigns targeted towards underserved communities, radio PSAs and the implementation of new, educational signage at the Martinez shelter. ABF funds have allowed CCAS to take our marketing and public education game to the next level and ensure the community is aware and engaged in our work.

\$18,318

Spent on Education



Contra Costa Animal Services
Published by Jenny Thornburg [?] · September 30 at 7:30 AM ·

Losing your pet can be a devastating experience. If your pet is licensed or microchipped, your odds of getting him back go up significantly. Here are some other things you can do in case you lose your pet:
<http://www.co.contra-costa.ca.us/2.../Search-for-Your-Lost-Pet>

Why Should You License Your Pet?

If your pet is lost, you have a much better chance of getting him back.
A license tag helps animal control and shelters quickly identify your dog and get him back to you safely. Remember to update your contact information if you move so that the information is kept current.

Licensing lets people know your pet has been vaccinated for rabies.
A dog cannot be licensed unless it is properly vaccinated. If your pet is loose and bites another animal or person, a license can save his life. Animal Control or a good veterinarian will be much more likely to handle and care for your missing pup if they know that it is healthy doesn't have rabies.

License fees are used to help care for shelter animals.
The annual fee that you pay to license your dog helps to keep shelters running and supports the work of your local animal control. By paying to properly ID your dog, you are helping to feed and house stray dogs found on the streets within your city.

It's the law!
It's mandatory that dog owners have their pets licensed. If you get caught without a license, which can and does happen, you could receive a hefty fine.

Contra Costa Animal Services [Send Message](#)

2.1 Million+

People Reached During June License/Microchip Ad Campaign

213

Pets Microchipped During June Microchip Clinics

Don't Lose Your Best Friend! \$5 Microchips at the Contra Costa County Low-Cost Microchip Clinic

Microchips can be purchased for \$5 and CCAS animal care staff will implant them in your pet for free. Three dates available:

Sat., June 1st
11:00am-2:00pm
Where: Supervisor Burgis' Brentwood Office, 3361 Walnut Blvd., Brentwood

Sat., June 15th
10:00am-1:00pm
Where: Davis Park, San Pablo 1661 Folsom Ave, San Pablo

Sat., June 22
11:00am-2:00pm
Where: Concord Police Department 1350 Galindo St., Concord


Take advantage of this reduced cost microchip clinic to make sure you're able to reconnect with your pet if it ever escapes.

Participants in the microchip clinic will receive a FREE "doggie bag" with treats and helpful info for you and your pet.

For more information, call 925-608-8400, or email: asdweb@asd.cccounty.us



Shelter Enrichment (General)



This beautiful girl is Wanda, who came to CCAS in April of 2018 and was described as nervous, timid and highly dog reactive. Wanda was a dog with a lot of potential, she just needed to work on building her confidence and being more at ease around other dogs. She quickly became a project of our enrichment team due to these issues and the potential she showed. To help Wanda succeed, our team utilized a range of measures to reduce her stress and improve her confidence, including visual barriers to cover the other dog kennels to help alleviate her stress, working on human and dog interactions, muzzle training and providing her with in-kennel enrichment activities to keep her sane in the kennel. Over time, Wanda's behavior steadily improved and she was ultimately adopted by her soulmate, a woman who was familiar with the breed and all of Wanda's quirks. We were so excited to receive an update from Wanda's adopter who reports that Wanda, now named "Rachel," is doing fabulous and that she enjoys her home and her daily walks in the Presidio.

12,014

Out of Kennel
Enrichment
Sessions

A woman with long brown hair, wearing a blue t-shirt and sunglasses on her head, is leaning over a concrete barrier. She is pointing at a colorful sticker on the barrier with her right index finger. A brown dog with a blue collar is looking at the sticker. The background is blurred, showing a person walking. There are two circular callouts: a red one in the top left and a teal one in the bottom right.

147
Volunteers
Trained

15,073
In-Kennel
Enrichment
Sessions

In FY 18/19, CCAS added the Shelter Enrichment component to the ABF which has allowed CCAS to take our animal enrichment efforts to the next level. While CCAS enjoys a 92% live release rate for dogs, many of these dogs can be housed at our shelters in excess of 60 days. Providing a robust enrichment program to alleviate the daily stresses dogs experience while in the shelter was a top priority, and the Shelter Enrichment component of the ABF helped us achieve that goal. From in-kennel enrichment, walks and activities, to trainings, evaluations and timid dog management, the ABF funds utilized for animal enrichment made a significant impact in maintaining or improving the behavior levels of CCAS dogs during their time in our shelters.

Thank You to Our Donors



Contra Costa Animal Services sends a heartfelt thank you to the generous individuals, organizations, and corporations who have given to the Animal Benefit Fund this year. Your contributions have supported CCAS in providing better care and enrichment for our animals, increasing public services to assist pet owners and community partners and improving live outcomes at our shelters. CCAS is grateful for each and every contribution, funding that has allowed us to save and transform lives in ways we could have never imagined. We simply could not do this without you!

\$107,798

in Contributions
to the Animal
Benefit Fund



3,019

Donors

\$5,000

Largest Individual
Contribution

(\$80 average contribution
amount)



Financials

Animal Benefit Fund Balance	
FY 18/19 Starting Fund Balance	\$755,148.10
FY 18/19 Expenses	\$539,670.83
FY 18/19 Revenues	\$122,544.62
FY 18/19 Ending Fund Balance	\$338,021.89

Animal Benefit Fund Totals

Fund	FY 18/19 Budget	FY 18/19 Actuals	Variance
General (Shelter Enrichment)	\$226,105.00	\$286,407.25	(\$60,302.25)
*FY 17/18 Expenses	\$105,000.00	\$104,465.48	\$534.52
Panda's Gift Program (Medical Assistance)	\$43,000.00	\$9,798.66	\$33,201.34
Education	\$20,000.00	\$18,317.51	\$1,682.49
Shelter Intervention/Pet Retention	\$30,000.00	\$22,265.11	\$7,734.89
Transfer Partner Assistance (Bridge Fund)	\$17,000.00	\$11,232.86	\$5,767.14
Spay and Neuter	\$100,000.00	\$87,183.96	\$12,816.04
Totals:	\$541,105.00	\$539,670.83	\$1,434.17

* There was \$104,765.48 in expenses recorded in FY 2018/19 that were processed after the FY 2017/18 closing period to appropriately record Animal Benefit Fund expenses.



Volunteer Erin
hanging out with her
favorite dog, Mickey.





**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Process for Appointment of a County Clerk-Recorder

RECOMMENDATION(S):

ACCEPT report from the County Administrator on the appointment process of a new Clerk-Recorder, and provide staff direction as to what actions the Board wishes to take in this regard.

FISCAL IMPACT:

None. This is an informational report and has no fiscal impact.

BACKGROUND:

The Clerk-Recorder, Joseph Canciamilla, has announced his retirement as of October 31, 2019. State law provides for the Board of Supervisors to appoint an individual for the remainder of his term that will expire January 2, 2023. The minimum qualifications are that the person must be 18 years of age, a citizen of California, and a resident and registered voter of this County upon appointment.

In 2012 when Steve Weir announced he was retiring in the middle of his term, the Board adopted a transparent, open process that resulted in Joseph Canciamilla's appointment as Steve Weir's replacement. Specifically, the Board authorized the County Administrator to accept applications for the position and open the application period for a specific period of time. Following the close of the application process, and in open session, the Board reviewed all applications and selected two individuals to be interviewed.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☒ OTHER

Clerks Notes: See Addendum

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: November 5, 2019

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: Debi Cooper, Deputy County Clerk-Recorder, Dianne Dinsmore, Human Resources Director

BACKGROUND: (CONT'D)

Subsequently, in open session, the Board interviewed the two selected candidates and chose Joseph Canciamilla as the finalist. The Board then authorized the County Administrator to conduct a criminal background check and obtain an Economic Disclosure Statement (Form 700) from Joseph Canciamilla. Based on no significant issues from the background check, the Board Appointed Joseph Canciamilla effective April 1, 2013.

The County Administrator is recommending that the Board adopt a similar process for the selection of the next Clerk-Recorder.

CONSEQUENCE OF NEGATIVE ACTION:

Inaction or negative action would delay establishment of a process for appointment of a County Clerk-Recorder.

CLERK'S ADDENDUM

The composition of the office of County Clerk-Recorder will remain in its current form;

The County Administrator's Office will hold a state-wide recruitment effort from November 8, 2019 through December 16, 2019;

The Board authorized the County Administrator's Office division of Clerk of the Board to accept applications for the position, the physical form of the application to be in possession of the office by 5:00 p.m. on December 16, 2019;

Applicant chosen for the position must be a resident of Contra Costa County on the effective date of appointment;

In open session, the Board of Supervisors will review all applications and select candidates to interview on January 14, 2020;

The Board authorized the County Administrator to perform a social media and internet check on the candidates and to obtain an Economic Disclosure Statement (Form 700);

The candidates will be interviewed by the Board on January 21, 2020, and a finalist chosen;

The Board authorized the County Administrator to obtain fingerprints and a criminal background check on the finalist;

The Board will appoint the finalist as Clerk-Recorder on February 4, 2020.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Approve the Final Map and Subdivision Agreement for subdivision SD16-09442, Lafayette area.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/597 approving the Final Map and Subdivision Agreement for subdivision SD16-09442, for a project being developed by Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for subdivision SD16-09442 and has determined that all conditions of approval for Final Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

The Final Map and the Subdivision Agreement will not be approved and recorded.



APPROVE



OTHER



RECOMMENDATION OF CNTY ADMINISTRATOR



RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Randolph Sanders (925)
313-2111

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2019/597

Subdivision Map

Subdivision Agreement & Bond Agreement

Tax Letter & Bond

MINUTES ATTACHMENTS

Signed: Resolution No. 2019/597

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/597

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD16-09442, for project being developed by Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (District V)

WHEREAS, the following documents were presented for board approval this date:

I. Map

The Final Map of subdivision SD16-09442, property located in the Lafayette area, Supervisorial District V, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Matthew Lawrence Locati Revocable Living Trust, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$1000.00

Auditor's Deposit Permit No. 788391 Date: June 21, 2019

Submitted by: Matthew L. Locati

B. Surety Bond

Bond Company: Developers Surety and Indemnity Company

Bond Number: 353473S Date: June 13, 2019

Performance Amount: \$43,000.00

Labor & Materials Amount: \$22,000.00

Principal: Matthew Lawrence Locati Revocable Living Trust

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2018-2019 tax lien has been paid in full and the 2019-2020 tax lien, which became a lien on the first day of January 2019, is estimated to be \$54,700, with security guaranteeing payment of said tax lien as follows:

Tax Surety

Bond Company: Developer's Surety and Indemnity Company

Bond Number: 353475S Date: June 25, 2019

Amount: \$54,700.00

Submitted by/Principal: Matthew Lawrence Locati Revocable Living Trust

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Final Map is APPROVED and this Board does hereby accept subject to installation and acceptance of improvements on behalf of the public any of the streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also 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: November 5, 2019

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Craig Standafer- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Sherri Reed, Chris Hallford -Mapping , Michael Mann- Finance, Gary Kupp - DCD Planning, Matthew Lawrence Locati Revocable Living Trust, Developer's Surety and Indemnity Company, Old Republic Title Company, T-07/22/2020

OWNER'S STATEMENT

THE UNDERSIGNED, BEING THE PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS HEREIN DESCRIBED, HEREBY CERTIFIES THAT ALL INFORMATION CONTAINED ON THIS MAP, DOES HEREBY CONSENT TO THE MAKING AND RECORDED OF THE SAME.

THE AREA DESIGNATED AS PARCEL 'A' IS FOR FUTURE SUBDIVISION, TITLE TO SAID PARCEL 'A' IS TO REMAIN WITH THE OWNER.

"THE AREA MARKED "SANITARY SEWER EASEMENT" OR "SSE" IS OFFERED FOR DEDICATION TO THE CENTRAL CONTRA COSTA SANITARY DISTRICT (CCOSD) OR ITS SUCCESSORS OR ASSIGNS IN GROSS, AS A NONEXCLUSIVE SUBSURFACE EASEMENT, AND NONEXCLUSIVE SURFACE EASEMENT FOR THE RIGHT TO CONSTRUCT, RECONSTRUCT, RENEW, ALTER, OPERATE, MAINTAIN, REPLACE (WITH THE INITIAL OR OTHER SIZE), REPAIR SUCH SEWER LINE OR LINES AS CCOSD SHALL FROM TIME TO TIME ELECT FOR REPAIR OR RECONSTRUCTION, AND NECESSARY MAINTENANCE ACCESS TO SUCH SEWER LINES, AND NECESSARY UTILITIES, INCLUDING BUT NOT LIMITED TO, EGRESS, AND EASEMENT ACCESS TO SAID EASEMENT OVER AND ACROSS THE REMAINING PORTION OF THE OWNER'S PROPERTY, PROVIDED THAT SAID RIGHTS OF INGRESS, EGRESS AND EMERGENCY ACCESS SHALL BE LIMITED TO ESTABLISHED ROADWAYS, PATHWAYS, OR OTHER ACCESS TO THE EASEMENT, AND AS NECESSARY, AND AS REASONABLY NECESSARY FOR THE PROPER USE OF THE EASEMENT, INCLUDING THE RIGHT OF DEDICATION ALSO INCLUDES THE RIGHT TO CLEAR OBSTRUCTIONS AND VEGETATION FROM THE EASEMENT AS MAY BE REQUIRED FOR THE PROPER USE OF THE OTHER RIGHTS GRANTED HEREIN. SECTION B - PROPERTY RIGHTS FOR WASTEWATER FACILITIES PAGE 56 THE OWNER RESERVES THE RIGHT TO LANDSCAPE OR MAKE SUCH OTHER USE OF THE LANDS INCLUDED WITHIN THE EASEMENTS WHICH ARE CONSISTENT WITH CCOSD'S USE THEREIN, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION OF PERMANENT STRUCTURES, INCLUDING BUT NOT LIMITED TO HOUSES, GARAGES, OUTBUILDINGS, SWIMMING POOLS, TENNIS COURTS, RETAINING WALLS, DECKS, PATIOS, ENGINEERED DRAINAGE FACILITIES (BIO-SWALES) OR OTHER ACTIVITY WHICH MAY INTERFERE WITH CCOSD'S ENJOYMENT OF THE EASEMENT RIGHTS GRANTED HEREIN. MAINTENANCE ACCESS STRUCTURES (MANHOLES, RODDING INLETS, ETC.) CONSTRUCTED WITHIN THE EASEMENT SHALL NOT BE COVERED BY EARTH OR OTHER MATERIAL AND SHALL BE MAINTAINED IN SUCH MANNER AS TO BE ACCESSIBLE FOR ROUTING OF SEWAGE AND FOR EMERGENCY MAINTENANCE THAT MAY BE DEEMED NECESSARY BY CCOSD FROM TIME TO TIME. CCOSD, AND ITS SUCCESSORS OR ASSIGNS, SHALL INCUR NO LIABILITY WITH RESPECT TO SUCH OFFER OF DEDICATION, OR ASSIGNS, SHALL NOT ASSUME ANY RESPONSIBILITY FOR THE OFFERED EASEMENTS OR ANY IMPROVEMENTS THEREON OR THEREAFTER, UNTIL SUCH OFFER HAS BEEN ACCEPTED BY THE APPROPRIATE ACTION OF THE CCOSD. THE UNDERSIGNED HAS BEEN ADVISED BY THE CCOSD THAT THE CCOSD WILL INDEMNIFY, DEFEND, SAVE AND HOLD HARMLESS CCOSD FROM ANY LIABILITY WITH RESPECT TO THE EASEMENTS, PRIOR TO THE FORMAL ACCEPTANCE OF SAID EASEMENTS BY APPROPRIATE ACTION OF CCOSD."

THAT THE AREAS DESIGNATED ON THIS MAP AS "PAJUELO (A)" (PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT) OVER LOT 4 FOR THE BENEFIT OF LOT 3 IS FOR INGRESS AND EGRESS UTILITIES, DRAINAGE AND WATER TREATMENT, WITH ALL APPURTENANCES THERETO, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN THE FACILITIES, MAINTENANCE OF THE FACILITIES WILL BE THE RESPONSIBILITY OF LOT 3.

THAT THE AREAS DESIGNATED ON THIS MAP AS "PAJUELO (B)" (PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT) OVER LOT 4 FOR THE BENEFIT OF LOT 3 IS FOR INGRESS AND EGRESS UTILITIES, DRAINAGE AND WATER TREATMENT, WITH ALL APPURTENANCES THERETO, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN THE FACILITIES, MAINTENANCE OF THE FACILITIES WILL BE THE RESPONSIBILITY OF LOT 3.

THAT THE AREAS DESIGNATED ON THIS MAP AS "PAJUELO (C)" (PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT) OVER PARCEL "A" FOR THE BENEFIT OF LOT 3 IS FOR INGRESS AND EGRESS UTILITIES, DRAINAGE AND WATER TREATMENT, WITH ALL APPURTENANCES THERETO, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN THE FACILITIES, MAINTENANCE OF THE FACILITIES WILL BE THE RESPONSIBILITY OF LOT 1.

THAT THE AREAS DESIGNATED ON THIS MAP AS "PAJUELO (D)" (PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT) OVER LOT 1 FOR THE BENEFIT OF LOT 3 IS FOR INGRESS AND EGRESS UTILITIES, DRAINAGE AND WATER TREATMENT, WITH ALL APPURTENANCES THERETO, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN THE FACILITIES, MAINTENANCE OF THE FACILITIES WILL BE THE RESPONSIBILITY OF LOT 1.

THAT THE AREAS DESIGNATED ON THIS MAP AS "PAJUELO (E)" (PRIVATE ACCESS AND PRIVATE UTILITY EASEMENT) OVER LOT 1 FOR THE BENEFIT OF PARCEL "A" IS FOR INGRESS AND EGRESS UTILITIES, DRAINAGE AND WATER TREATMENT, WITH ALL APPURTENANCES THERETO, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN THE FACILITIES, MAINTENANCE OF THE FACILITIES WILL BE THE RESPONSIBILITY OF PARCEL "A".

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT "COLL14-00054" RECORDED SEPTEMBER 17, 2015, AS INSTRUMENT NO. 2015-0193180 OFFICIAL RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019



CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS
Aliquot Associates, Inc.
10000 S. Main Street, Suite 100
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2390

OWNER'S STATEMENT CONTINUED

THAT THE AREAS DESIGNATED ON THIS MAP AS "P.S.O.E." (PRIVATE STORM DRAIN EASEMENT) ARE FOR PRIVATE STORM DRAIN PURPOSES, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN PRIVATE STORM DRAIN IMPROVEMENTS, STRUCTURES, PIPES AND TREATMENT SYSTEMS.

THAT THE AREAS DESIGNATED ON THIS MAP AS "S.W.M.E." (STORMWATER MANAGEMENT EASEMENT) ARE FOR STORMWATER PURPOSES, INCLUDING THE RIGHTS TO CONSTRUCT, RECONSTRUCT, ACCESS, OPERATE, AND MAINTAIN PRIVATE STORM DRAIN IMPROVEMENTS, STRUCTURES, PIPES AND TREATMENT SYSTEMS.

THE DEVELOPMENT RIGHTS OF THE AREAS SHOWN AND DESIGNATED AS SE (SCENIC EASEMENT) ARE GRANTED TO CONTRA COSTA COUNTY AND ITS SUCCESSORS OR ASSIGNS BY GRANT DEED, RECORDED IN SERIES NUMBER 2019-_____.

THE RIGHTS AND USE OF ALL PRIVATE EASEMENTS SHALL BE IN ACCORDANCE WITH THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SUBDIVISION 9442.

WE HEREBY RELINQUISH TO CONTRA COSTA COUNTY, ANY AND ALL RIGHTS OF ACCESS IN AND TO PLEASANT HILL ROAD ADJACENT AND CONTIGUOUS TO PARCEL 'A' LOTS 3, 4 AND INCLUSIVE, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION. THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD

OWNER:

MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE LIVING TRUST.

MATTHEW LAWRENCE LOCATI

DATE

OWNER'S ACKNOWLEDGEMENT

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 _____, 2019, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID _____ COUNTY AND STATE, PERSONALLY APPEARED _____, WHOSE NAME(S) IS/ARE _____, WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING STATEMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/HEIR 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.

SIGNATURE OF NOTARY: _____

NAME (PRINTED OR TYPED): _____

MY COMMISSION EXPIRES: _____

COUNTY OF NOTARY: _____

PRINCIPAL PLACE OF BUSINESS: _____

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT
CORRECTION GRANT DEED" RECORDED SEPTEMBER 17, 2015,
AS INSTRUMENT NO. 2015-0193180 OFFICIAL RECORDS OF
CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019



**CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS**
ALIQUOT
Aliquot Associates, Inc.
1360 S. Main St. - Ste. 310
Hayward, CA 94541
Telephone: (925) 476-2300
Fax: (925) 476-2390

TRUSTEE'S STATEMENT

THE UNDERSIGNED AS TRUSTEE UNDER THE DEED OF TRUST RECORDED FEBRUARY 16,
2017 IN DOCUMENT NO. 2017-0029993, OFFICIAL RECORDS OF CONTRA COSTA COUNTY
DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S
STATEMENT.

OLD REPUBLIC TITLE COMPANY

BY: _____
TITLE: _____
DATED: _____

TRUSTEE'S ACKNOWLEDGEMENT

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 _____ 2019, BEFORE ME, _____ COUNTY AND STATE, 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 FOREGOING STATEMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____
NAME (PRINTED OR TYPED): _____
MY COMMISSION EXPIRES: _____
COUNTY OF NOTARY: _____
PRINCIPAL PLACE OF BUSINESS: _____

ZONING ADMINISTRATOR'S STATEMENT

I HEREBY STATE THAT THE ZONING ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA, HAS APPROVED THE TENTATIVE MAP OF THIS SUBDIVISION UPON
WHICH THIS FINAL MAP IS BASED.

ARUNA BHAT
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION

BY: _____
DATED: _____, 2019

TRUSTEE'S STATEMENT

THE UNDERSIGNED AS TRUSTEE UNDER THE DEED OF TRUST RECORDED JUNE 1, 2018
IN DOCUMENT NO. 2018-0087033, OFFICIAL RECORDS OF CONTRA COSTA COUNTY DOES
HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S
STATEMENT.

FIRST AMERICAN TITLE INSURANCE COMPANY

BY: _____
TITLE: _____
DATED: _____

TRUSTEE'S ACKNOWLEDGEMENT

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 _____ 2019, BEFORE ME, _____ COUNTY AND STATE, 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 FOREGOING STATEMENT AND ACKNOWLEDGED TO
ME THAT HE/SHE/HEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES),
AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE
ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE OF NOTARY: _____
NAME (PRINTED OR TYPED): _____
MY COMMISSION EXPIRES: _____
COUNTY OF NOTARY: _____
PRINCIPAL PLACE OF BUSINESS: _____

BUILDING INSPECTION STATEMENT

A GEOTECHNICAL INVESTIGATION REPORT, PREPARED BY THE STEVENS FERRONE & BAILEY
ENGINEERING COMPANY, INC., DATED JUNE, 2014, SFB PROJECT NO. 633-1 HAS BEEN
RECEIVED AND APPROVED. THE REPORT IS ON FILE IN THE BUILDING INSPECTION
DIVISION, CONTRA COSTA COUNTY.

JASON CERAPO
DEPUTY DIRECTOR
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
BUILDING INSPECTION DIVISION

BY: _____
DATED: _____, 2019

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT
LINE ADJUSTMENT "COLL14-00054" RECORDED SEPTEMBER
17, 2015, AS INSTRUMENT NO. 2015-0193180 OFFICIAL
RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019



**CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS**
Aliquot Associates, Inc.
10850 Main St., Suite 200
Walnut Creek, CA 94597
Telephone: (925) 475-2300
Fax: (925) 475-2350

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF
THE COUNTY OF CONTRA COSTA, DO HEREBY CERTIFY THAT THE
ABOVE AND FOREGOING MAP ENTITLED "SUBDIVISION 9442 - LAFAYETTE OAKS -
CONTRA COSTA COUNTY, CALIFORNIA, WAS PRESENTED TO SAID BOARD OF SUPERVISORS AS
PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON _____ DAY OF
_____, 2019 AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON
BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND
AS PERMITTED TO WITHHOLDING AND DEFERRED ANY IMPROVEMENTS ON BEHALF
OF THE PUBLIC ALL OF THE PARCELS OR EASEMENTS SHOWN THEREON AS DEDICATED
TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL TAX LIENS HAVE BEEN SATISFIED AND THAT ALL BONDS AS
REQUIRED BY LAW TO ACCOMPANY THIS MAP HAVE BEEN APPROVED BY THE BOARD OF
SUPERVISORS OF CONTRA COSTA COUNTY, AND FILED IN MY OFFICE.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF
_____, 2019.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR

BY: _____
DEPUTY CLERK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD
SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND
LOCAL ORDINANCE AT THE REQUEST OF MATTHEW LAWRENCE LOCATI IN MAY 2018. I
HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE
POSITIONS AND PLACES IN WHICH THEY WERE SEEN IN THE FIELD BEFORE AUGUST
2019, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY
TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE
CONDITIONALLY APPROVED TENTATIVE MAP.

VINCENT J. D'ALO
L.S. 4210

DATE _____



COUNTY SURVEYOR'S STATEMENT

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON
THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF. ALL PROVISIONS OF THE
SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF
APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH. I AM SATISFIED THAT THE
MAP IS TECHNICALLY CORRECT.

JAMES A. STEIN
P.L.S. 6571
COUNTY SURVEYOR

DATE _____

COUNTY RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2019, AT _____ M. IN
BOOK _____ OF MAPS AT PAGE _____, AT THE REQUEST OF OLD
REPUBLIC TITLE COMPANY.

JOSEPH E. CANCEMILLA
COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 89°11'32" WEST AS DETERMINED BY FOUND MONUMENTS ALONG THE MONUMENT LINE OF MONARCH RIDGE DRIVE AS SHOWN ON THAT CERTAIN SUBDIVISION MAP ENTITLED "SKYMOUNT-UNIT 1" SUBDIVISION 4470 FILED FOR RECORD IN BOOK 175 OF MAPS, AT PAGE 49 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	100.00'(2)	17°57'46"	31.35'(2)	N07°54'44"W	31.22'

RECORD REFERENCES

- "SKYMOUNT-UNIT 1" SUBDIVISION 4470 BOOK 175 OF MAPS, AT PAGE 49 DATED: JANUARY 31, 1975
- GRANT DEED DOCUMENT NO. 2015-0193180-00 DATED: SEPTEMBER 17, 2015
- REUSCH RANCH SUBDIVISION BOOK 8 OF MAPS, AT PAGE 187 5913 O.R. 326 APN:169-180-004

SURVEYOR'S NOTES

- THE SUBDIVISION BOUNDARY AS SHOWN HEREON CONTAINS 10.68 ACRES±, MORE OR LESS.
- ALL DISTANCES SHOWN HEREON ARE GROUND DISTANCES, AND ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- THE SUBDIVISION BOUNDARY AS SHOWN HEREON IS BASED ON DOCUMENT NO. 2015-0193180, RECORDED ON SEPTEMBER 17, 2015 OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

LINE #	DIRECTION	LENGTH
L1	N01°48'28"E	110.00'(1)
L2	S23°17'32"W	47.93'(2)
L3	N67°52'32"W	56.22'(2)
L4	N44°03'32"W	55.30'(2)
L5	N23°38'32"W	17.06'(2)
L6	S23°38'32"E	103.30'(2)
L7	S00°20'36"W	89.83'(2)
L8	N76°45'36"W	82.62'(2)
L9	S87°41'06"E	110.06'(2)
L10	N01°04'09"E	4.83'(2)
L11	N16°53'37"W	111.96'(2)
L12	N02°34'11"W	60.37'(2)
L13	N20°19'08"E	39.42'(2)
L14	S09°47'02"E	128.96'(2)
L17	N25°43'22"E	23.27'(2)

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT LINE ADJUSTMENT "COLL14-00054" RECORDED SEPTEMBER 17, 2015, AS INSTRUMENT NO. 2015-0193180 OFFICIAL RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019

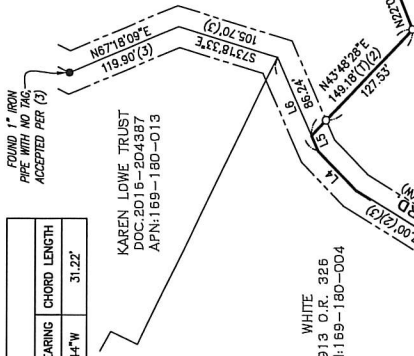


**CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS**

Aliquot Associates, Inc.
1380 S. Main Street, Suite 110
Walnut Creek, CA 94598
Telephone: (925) 476-2300
Fax: (925) 476-2350

TUCKER
DOC:2015-0193179
APN:169-150-009

BOUNDARY DETERMINATION SHEET



EXISTING EASEMENT REFERENCE LIST

- PARCEL 2 ACCESS & UTILITY EASEMENT APPURTENANT TO RESULTANT LOT 1 PER DOCUMENT NO. 2015-0193180.
- PARCEL 3 PUBLIC UTILITY EASEMENT APPURTENANT TO RESULTANT LOT 1 PER DOCUMENT NO. 2015-0193180.
- PARCEL 2 ACCESS & UTILITY EASEMENT APPURTENANT TO RESULTANT LOT 2 PER DOCUMENT NO. 2015-0193180.
- PARCEL 3 ACCESS & UTILITY EASEMENT APPURTENANT TO RESULTANT LOT 2 PER DOCUMENT NO. 2015-0193180.
- INGRESS/EGRESS & WATERLINE EASEMENT GRANTED TO EBMUD PER DOCUMENT NO. 2016-0040597.
- SANITARY SEWER EASEMENT PER DOCUMENT NO. 2015-0193181.
- SANITARY SEWER EASEMENT GRANTED TO CENTRAL CONTRA COSTA SANITARY DISTRICT PER DOCUMENT NO. 2017-0166063, RE-RECORDED AS DOCUMENT NO. 2019-0053062.
- 7A. SANITARY SEWER EASEMENT GRANTED TO CENTRAL CONTRA COSTA SANITARY DISTRICT PER DOCUMENT NO. 2019-0053061.
- TOWER ACCESS & UTILITY EASEMENT PER DOCUMENT NO. 2016-0102834.

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT
LINE ADJUSTMENT "COLL14-00054" RECORDED SEPTEMBER
17, 2015, AS INSTRUMENT NO. 2015-0193180 OFFICIAL
RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019



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CIVIL ENGINEERS
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LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N07°48'28"E	110.00'(1)
L2	S23°17'32"W	47.93'(2)
L3	N67°52'32"W	56.22'(2)
L4	N44°14'30"W	55.30'(2)
L5	N23°38'32"W	17.06'(2)
L6	S23°38'32"E	103.30'(3)
L7	S00°20'36"W	89.83'(2)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L8	N78°45'38"W	82.82'(2)
L9	S87°41'08"E	110.06'(2)
L10	N07°04'09"E	4.83'(2)
L11	N16°53'37"W	111.96'(2)
L12	N02°34'11"W	60.37'(2)
L13	N20°19'09"E	39.42'(2)
L14	S09°47'02"E	128.96'(2)
L17	N13°03'16"W	144.82'(2)

LEGEND

- PROPERTY LINE
- ADJACENT PROPERTY LINE
- MONUMENT LINE
- CENTERLINE
- RIGHT-OF-WAY LINE/ACCESS EASEMENT
- EXISTING EASEMENT LINE (AS NOTED)
- PROPOSED EASEMENT LINE (AS NOTED)
- BOUNDARY TIE LINE
- FOUND STANDARD CONTRA COSTA COUNTY STREET MONUMENT PER (1)
- FOUND MONUMENT (AS NOTED) PER (3)
- SET 1/2" REDAR WITH CAP STAMPED "LS. 4210"
- SET STANDARD CONTRA COSTA COUNTY STREET MONUMENT, STAMPED (LS 4210)
- ACRES
- DOCUMENT NUMBER
- EAST BAY MUNICIPAL UTILITY DISTRICT MONUMENT TO MONUMENT
- NOT A PART OF THIS SUBDIVISION
- OFFICIAL RECORDS OF CONTRA COSTA COUNTY
- PRIVATE ACCESS EASEMENT
- PRIVATE ACCESS & UTILITY EASEMENT
- PRIVATE STORM DRAIN EASEMENT
- RECORD DATA
- SCENIC EASEMENT
- SQUARE FEET
- STORMWATER MANAGEMENT EASEMENT
- PUBLIC SANITARY SEWER EASEMENT
- S.S.E.
- TOTAL
- EXISTING EASEMENT REFERENCE NUMBER (SEE SHEET 4)

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

SEE SHEET 6

DETAIL 'F'

DETAIL 'B'

DETAIL 'C'

DETAIL 'D'

DETAIL 'E'

DETAIL 'G'

DETAIL 'H'

DETAIL 'I'

DETAIL 'J'

DETAIL 'K'

DETAIL 'L'

DETAIL 'M'

DETAIL 'N'

DETAIL 'O'

DETAIL 'P'

DETAIL 'Q'

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DETAIL 'S'

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DETAIL 'IN'

DETAIL 'IO'

DETAIL 'IP'

DETAIL 'IQ'

DETAIL 'IR'

DETAIL 'IS'

DETAIL 'IT'

DETAIL 'IU'

DETAIL 'IV'

DETAIL 'IW'

DETAIL 'IX'

DETAIL 'IY'

DETAIL 'IZ'

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT
LINE ADJUSTMENT "00114-00054" RECORDED SEPTEMBER
17, 2015, AS INSTRUMENT NO. 2015-0193180 OFFICIAL
RECORDS OF CONTRA COSTA COUNTY

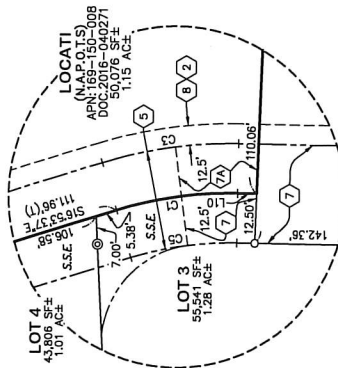
CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019

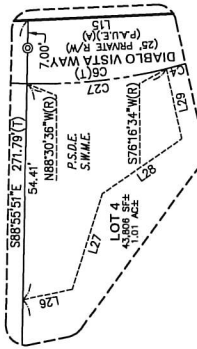


CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS

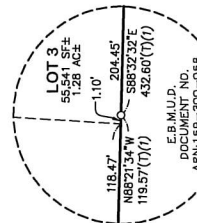
Aliquot Associates, Inc.
1805 S. Main St., Suite 210
Walton Creek, CA 94599
Telephone: (925) 476-2300
Fax: (925) 476-2380



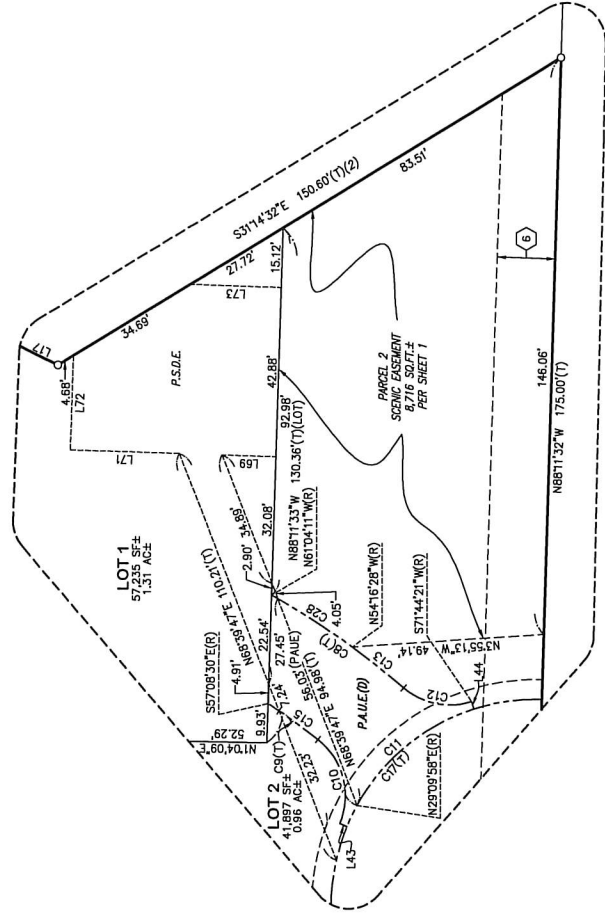
DETAIL 'A'
SCALE: 1"=20'



DETAIL 'B'
SCALE: 1"=20'

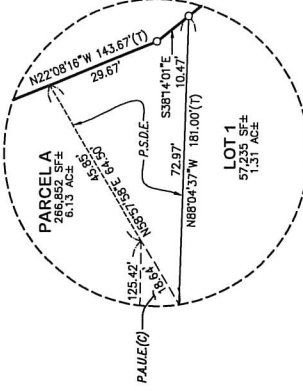


DETAIL 'C'
SCALE: 1"=10'

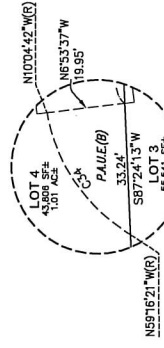


DETAIL 'D'
SCALE: 1"=20'

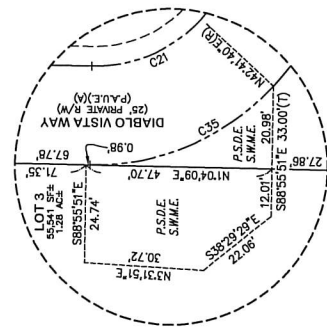
SEE SHEET 4 FOR BASIS OF
BEARINGS, RECORD REFERENCES
AND EXISTING EASEMENT
REFERENCE LIST, SEE SHEET 8
FOR LINE & CURVE TABLES



DETAIL 'E'
SCALE: 1"=20'



DETAIL 'F'
SCALE: 1"=20'



DETAIL 'G'
SCALE: 1"=20'

SUBDIVISION 9442

"LAFAYETTE OAKS - PHASE 1"

ALL OF PARCEL ONE, AS DESCRIBED IN THAT CERTAIN LOT
LINE ADJUSTMENT "CDLL14-00054" RECORDED SEPTEMBER
17, 2015, AS INSTRUMENT NO. 2015-0193180 OFFICIAL
RECORDS OF CONTRA COSTA COUNTY

CONTRA COSTA COUNTY, CALIFORNIA

APRIL ~ 2019



**CIVIL ENGINEERS
TRAFFIC ENGINEERS
LAND SURVEYORS**
ALIQUOT
Aliquot Associates, Inc.
390 S. Main St., Ste. 310
Walpole, CA 94597
Telephone: (925) 476-2300
Fax: (925) 476-2350

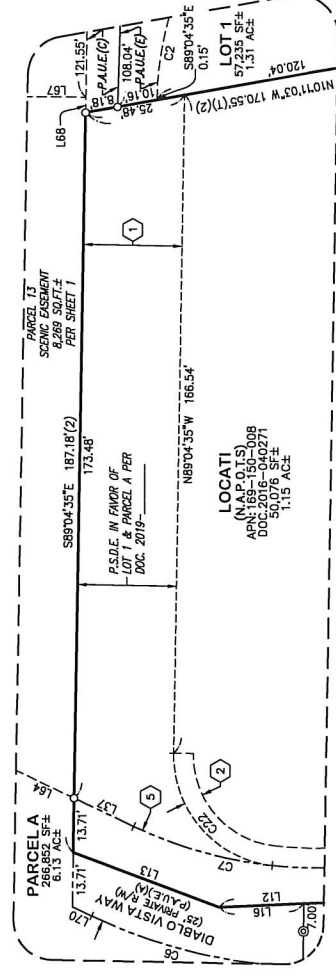
LINE TABLE			
LINE #	DIRECTION	LENGTH	
L52	S40°47'53"W	48.66'	
L53	N68°33'12"W	32.18'	
L54	S33°37'29"W	21.48'	
L55	S58°46'02"E	26.77'	
L56	N73°03'51"E	28.19'	
L57	N24°13'43"E	12.82'	
L58	N58°11'56"W	29.80'	
L59	S31°11'26"W	20.02'	
L60	N65°16'17"W	36.19'	
L61	N60°13'21"W	26.96'	
L62	N29°54'32"E	24.88'	
L63	N44°03'32"W	49.08'	
L64	S25°08'54"W	72.20'	
L65	N54°10'00"W	32.79'	
L66	N69°51'45"W	120.29'	
L67	N00°16'19"E	48.74'	
L68	N89°03'22"W	3.87'	
L69	S01°48'27"W	13.71'	
L70	N25°08'54"E	5.39'	
L71	S01°48'27"W	27.72'	
L72	S88°11'33"E	23.96'	
L73	N01°48'27"E	23.23'	
L74	N16°53'37"W	106.53'	
L75	N02°34'11"W	39.19'	
L76	N02°34'11"W	39.19'	
L77	N13°03'16"W	144.82'	

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L26	N11°52'35"W	12.93'	
L27	N72°29'28"W	25.25'	
L28	N34°31'07"W	24.38'	
L29	S77°29'26"W	18.07'	
L30	S30°58'45"W	20.24'	
L31	S67°52'32"E	54.65'	
L32	N88°32'32"W	79.52'	
L33	N16°53'37"W	111.96'	
L34	N39°34'15"E	73.27'	
L35	N25°08'54"E	16.64'	
L36	N21°22'15"E	27.82'	
L37	N72°53'54"E	22.89'	
L38	N58°41'33"E	35.89'	
L39	S75°51'05"E	46.53'	
L40	N89°22'36"E	78.33'	
L41	S72°11'58"W	2.00'	
L42	S72°11'58"W	2.00'	
L43	S72°11'58"W	2.00'	
L44	S72°11'58"W	2.00'	
L45	S72°11'58"W	2.00'	
L46	S72°11'58"W	2.00'	
L47	S72°11'58"W	2.00'	
L48	S72°11'58"W	2.00'	
L49	S72°11'58"W	2.00'	
L50	S72°11'58"W	2.00'	
L51	S72°11'58"W	2.00'	

LINE TABLE			
LINE #	DIRECTION	LENGTH	
L1	N01°48'28"E	110.00'(1)	
L2	S23°37'32"W	47.93'(2)	
L3	N67°52'32"E	56.22'(2)	
L4	N44°03'32"W	55.30'(2)	
L5	N23°38'32"E	17.06'(2)	
L6	S23°38'32"E	103.30'(3)	
L7	S02°20'36"W	88.83'(3)	
L8	N78°45'38"W	82.62'(3)	
L9	S87°41'08"E	110.06'(2)	
L10	N01°04'09"E	4.83'(2)	
L11	N16°53'37"W	111.96'(2)	
L12	N02°34'11"W	60.37'(2)	
L13	N20°19'09"E	39.42'(2)	
L14	S08°47'02"E	128.96'(2)	
L15	N02°34'11"W	38.69'	
L16	N02°34'11"W	21.68'	
L17	N25°43'22"E	23.27'(2)	
L18	N85°20'03"E	28.42'	
L19	N08°31'52"E	12.26'	
L20	N14°51'34"E	30.72'	
L21	N58°28'47"E	51.60'	
L22	S82°52'28"E	29.31'	
L23	S77°38'42"E	19.85'	
L24	N84°20'30"E	66.55'	
L25	N88°32'32"W	79.52'	

CURVE TABLE			
CURVE#	RADIUS	DELTA	LENGTH
C1	100.00'	17°57'46"	31.35'
C2	80.00'	44°32'28"	62.19'
C3	112.50'	17°57'47"	35.27'
C4	134.50'	03°10'11"	7.44'
C5	87.50'	17°57'46"	27.43'
C6	134.50'	42°02'31"	96.69'
C7	109.50'	42°02'31"	80.35'
C8	206.66'	11°52'22"	41.20'
C9	182.66'	4°54'59"	15.67'
C10	18.00'	74°53'04"	23.53'
C11	52.50'	49°32'24"	45.39'
C12	18.00'	58°36'51"	18.41'
C13	206.66'	4°37'40"	16.69'
C15	182.66'	3°52'07"	12.33'
C16	27.50'	125°39'33"	60.31'
C17	52.50'	125°44'33"	115.22'
C18	27.50'	35°39'33"	17.12'
C19	52.50'	35°39'33"	32.67'

CURVE TABLE			
CURVE#	RADIUS	DELTA	LENGTH
C20	82.50'	89°36'41"	97.75'
C21	37.50'	89°36'41"	98.65'
C22	28.00'	84°59'55"	41.54'
C23	62.50'	2°55'03"	3.18'
C24	37.50'	181°56'56"	119.09'
C25	112.50'	10°57'15"	21.51'
C26	25.50'	89°54'59"	40.02'
C27	134.50'	1°51'25"	35.71'
C28	206.66'	6°47'43"	24.51'
C33	1025.00'	5°47'48"	103.70'
C34	45.00'	49°11'39"	38.64'
C35	82.50'	48°22'30"	52.77'
C36	25.50'	100°00'00"	44.51'
C37	25.50'	76°12'42"	33.92'



DETAIL 'C'
SCALE: 1"=20'

SUBDIVISION AGREEMENT
(Gov. Code, §§ 66462 and 66463)

Subdivision: SD16-9442 "Lafayette Oaks"

Effective Date: _____

Subdivider: Matthew Lawrence Locati Revocable Living Trust

Completion Period: _____

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

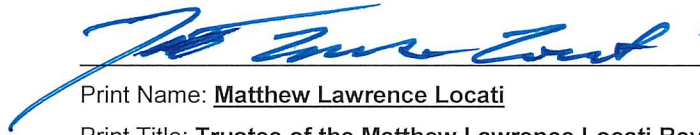
RECOMMENDED FOR APPROVAL:

By: _____

Engineering Services Division

FORM APPROVED: Silvano B. Marchesi, County Counsel

SUBDIVIDER



Print Name: Matthew Lawrence Locati

Print Title: Trustee of the Matthew Lawrence Locati Revocable Living Trust

Print Title: _____

[Note: If Subdivider is a corporation, two officers must sign. The first must be the chairman of the board, president or any vice president; the second must be the secretary, assistant secretary, chief financial officer or any assistant treasurer. (Corp. Code, § 313; Civ. Code, § 1190.) If Subdivider is a limited liability company, Subdivider shall sign in the manner required of corporations, or by two managers, or by one manager, pursuant to the articles of organization (see Corp. Code, §§17151, 17154, 17157.) If Subdivider is a partnership, any authorized partner may sign. Signatures by Subdivider must be notarized.]

1. PARTIES & DATE. Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:

2. IMPROVEMENTS. Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

Subdivider shall complete said improvements (hereinafter "Work") within the above completion period from date hereof, as required by the California Subdivision Map Act (Gov. Code, §§ 66410 et. seq.) in a good workmanlike manner, in accordance with accepted construction practices and in a manner equal or superior to the requirements of the Ordinance Code and rulings made thereunder; and where there is a conflict among the improvement plans, the Conditions of Approval and the Ordinance Code, the stricter requirements shall govern.

3. IMPROVEMENTS SECURITY. Upon executing this Agreement, the Subdivider shall, pursuant to Gov. Code § 66499 and the County Ordinance Code, provide as security to the County:

A. For Performance and Guarantee: \$ 1,000.00 cash, plus additional security, in the amount of \$ 43,000.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

_____ Cash, certified check or cashier's check.
☒ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees performance under this Agreement and maintenance of the Work for one year after its completion and acceptance against any defective workmanship or materials or any unsatisfactory performance.

B. For Payment: Security in the amount: \$ 22,000.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

_____ Cash, certified check, or cashier's check
☒ Acceptable corporate surety bond.
_____ Acceptable irrevocable letter of credit.

With this security, Subdivider guarantees payment to the contractor, to its subcontractors and to persons renting equipment or furnishing labor or materials to them or to the Subdivider.

Upon acceptance of the Work as complete by the Board of Supervisors and upon request of Subdivider, the amounts held as security may be reduced in accordance with Sections 94-4.406 and 94-4.408 of the Ordinance Code.

4. GUARANTEE AND WARRANTY OF WORK. Subdivider guarantees that the Work shall be free from defects in material or workmanship and shall perform satisfactorily for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete in accordance with Article 96-4.6, "Acceptance," of the Ordinance Code. Subdivider agrees to correct, repair, or replace, at Subdivider's expense, any defects in said Work.

The guarantee period does not apply to road improvements for private roads that are not to be accepted into the County road system.

5. PLANT ESTABLISHMENT WORK. Subdivider agrees to perform plant establishment work for landscaping installed under this Agreement. Said plant establishment work shall consist of adequately watering plants, replacing unsuitable plants, doing weed, rodent and other pest control and other work determined by the Public Works Department to be necessary to ensure establishment of plants. Said plant establishment work shall be performed for a period of one (1) year from and after the Board of Supervisors accepts the Work as complete.

6. IMPROVEMENT PLAN WARRANTY. Subdivider warrants the improvement plans for the Work are adequate to accomplish the Work as promised in Section 2 and as required by the Conditions of Approval for the Subdivision. If, at any time before the Board of Supervisors accepts the Work as complete or during the one year guarantee period, said improvement plans prove to be inadequate in any respect, Subdivider shall make whatever changes are necessary to accomplish the Work as promised.

7. NO WAIVER BY COUNTY. Inspection of the Work and/or materials, or approval of the Work and/or materials or statement by any officer, agent or employee of the County indicating the Work or any part thereof complies with the requirements of this Agreement, or acceptance of the whole or any part of said Work and/or materials, or payments therefor, or any combination or all of these acts, shall not relieve the Subdivider of its obligation to fulfill this Agreement as prescribed; nor shall the County be thereby stopped from bringing any action for damages arising from the failure to comply with any of the terms and conditions hereof.

8. INDEMNITY. Subdivider shall defend, hold harmless and indemnify the indemnitees from the liabilities as defined in this section:

A. The indemnitees benefitted and protected by this promise are the County and its special districts, elective and appointive boards, commissions, officers, agents and employees.

B. The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, and including personal injury, death, property damage, inverse condemnation, or any combination of these, and regardless of whether or not such liability, claim or damage was unforeseeable at any time before County reviewed said improvement plans or accepted the Work as complete, and including the defense of any suit(s), action(s), or other proceeding(s) concerning said liabilities and claims.

C. The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this Agreement and attributable to Subdivider, contractor, subcontractor, or any officer, agent, or employee of one or more of them.

D. Non-Conditions. The promise and agreement in this section are not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s) or specification(s) in connection with this Work or Subdivision, or has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any indemnitee.

9. COSTS. Subdivider shall pay, when due, all the costs of the Work, including but not limited to the costs of relocations of existing utilities required thereby; inspections; material checks and tests; and other costs incurred by County staff arising from or related to the Work, and prior to acceptance of the Work as complete or expiration of any applicable warranty periods, whichever is later.

10. SURVEYS. Subdivider shall set and establish survey monuments in accordance with the filed map and to the satisfaction of the County Road Commissioner-Surveyor before acceptance of the Work as complete by the Board of Supervisors.

11. NON-PERFORMANCE AND COSTS. If Subdivider fails to complete the Work within the time specified in this Agreement, and subsequent extensions, or fails to maintain the Work, County may proceed to complete and/or maintain the Work by contract or otherwise and Subdivider agrees to pay all costs and charges incurred by County (including, but not limited to, engineering, inspection, surveys, contract, overhead, etc.) immediately upon demand.

Once action is taken by County to complete or maintain the Work, Subdivider agrees to pay all costs incurred by County, even if Subdivider subsequently completes the Work.

Should County sue to compel performance under this Agreement or to recover costs incurred in completing or maintaining the Work, Subdivider agrees to pay all attorney's fees, staff costs and all other expenses of litigation incurred by County in connection therewith, even if Subdivider subsequently proceeds to complete the Work.

12. INCORPORATION/ANNEXATION. If, before the Board of Supervisors accepts the Work as complete, the Subdivision is included in territory incorporated as a city or is annexed to an existing city, except as provided in this paragraph, County's rights under this Agreement and/or any deposit, bond, or letter of credit securing said rights shall be transferred to the new or annexing city. Such city shall have all the rights of a third party beneficiary against Subdivider, who shall fulfill all the terms of this Agreement as though Subdivider had contracted with the city originally. The provisions of paragraph 8 (Indemnity) shall continue to apply in favor of the indemnitees listed in paragraph 8.A. upon any such incorporation or annexation.

13. RECORD MAP. In consideration hereof, County shall allow Subdivider to file and record the final map or parcel map for said Subdivision.

14. RIGHT OF ENTRY. Subdivider hereby consents to entry onto the Subdivision property, and onto any other property over which Subdivider has land rights and upon which any portion of the Work is to be installed pursuant to the improvement plans, by County and its forces, including contractors, for the purpose of inspection, and, in the event of non-performance of this Agreement by Subdivider, completion and/or maintenance of the Work.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Contra Costa)

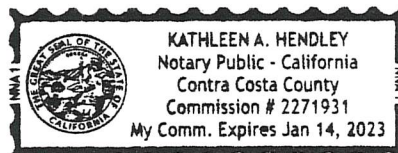
On July 12, 2019 before me, KATHLEEN A. HENDLEY, NOTARY PUBLIC,
(Here insert name and title of the officer)
personally appeared

Matthew Lawrence Locati

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.

Kathleen A. Hendley
Signature of Notary Public

(Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Subdivisor Agreement
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date July 12, 2019

INSTRUCTIONS

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
- Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

Subdivision: SD16-9442
Bond No.: 353473S
Premium: \$860.00
Any claim under this Bond should be sent
to the following address:
1771 Cowan, Suite 100
Irvine, CA 92614
949-263-3300

IMPROVEMENT SECURITY BOND
FOR SUBDIVISION AGREEMENT
(Performance, Guarantee and Payment)
(Gov. Code, §§ 66499-66499.10)

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 16-9442 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

2. **OBLIGATION.** Matthew Lawrence Locati Revocable Living Trust, as Principal, and Developers Surety and Indemnity Company, a corporation organized and existing under the laws of the State of California and authorized to transact surety business in California, as Surety, hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns to the County of Contra Costa, California to pay it:

(A. Performance and Guarantee) forty-three thousand and no/xx Dollars
(\$ 43,000.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) twenty-two thousand and no/xx Dollars
(\$ 22,000.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

3. **CONDITION.** This obligation is subject to the following condition.

A. The condition of this obligation as to Section 2.(A) above is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of Contra Costa (or city assignee), its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, and to be taxed as costs and included in any judgment rendered.

B. The condition of this obligation, as to Section 2.(B) above, is such that said Principal and the undersigned as corporate surety are held firmly bound unto the County of Contra Costa and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of the aforesaid Subdivision Agreement and referred to in the aforesaid Civil Code for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, and that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the County of Contra Costa (or city assignee) in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.


It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

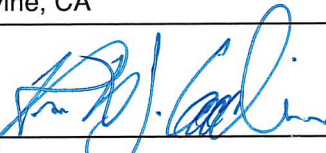
C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on this bond; and consent is hereby given to make such change, extension of time, alteration or addition without further notice to or consent by Surety; and Surety hereby waives the provisions of Civil Code Section 2819 and holds itself bound without regard to and independently of any action against the Principal whenever taken.

SIGNED AND SEALED on June 13, 20 19.

Principal: Matthew Lawrence Locati Revocable Living Trust
Address: 1043 Stuart St., #220
Lafayette, CA Zip: 94549

By: 
Print Name: Matthew Locati
Title: Trustee

Surety: Developers Surety and Indemnity Company
Address: 1771 Cowan, Suite 100
Irvine, CA Zip: 92614

By: 
Print Name: Kenneth J. Goodwin
Title: Attorney-in-Fact

[Note: All signatures must be acknowledged. For corporations, two officers must sign. The first signature must be that of the chairman of the board, president, or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer, or assistant treasurer. (Civ. Code, § 1190 and Corps. Code, § 313.)]

Form Approved by County Counsel
[Rev. 1/06]

CALIFORNIA ALL-PURPOSE 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 Contra Costa

On June 13, 2019 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or 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.

Place Notary Seal Above

Signature 
signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Subdivision Improvement - Bond #353473S

Document Date: June 13, 2019 Number of Pages: 1

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
Individual

Corporate Officer — Title(s): _____

Partner Limited General

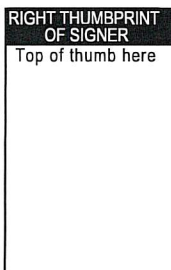
☒ Attorney in Fact

Trustee

Gardian or Conservator

Other: _____

Signer Is Representing: _____
Developers Surety and Indemnity
Company



Signer's Name: _____

Individual

Corporate Officer — Title(s): _____

Partner Limited General

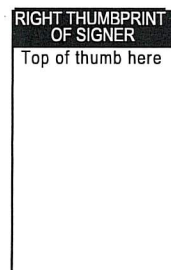
Attorney in Fact

Trustee

Gardian or Conservator

Other: _____

Signer Is Representing: _____



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Amy Chan, John J. Daley, Kenneth J. Goodwin, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

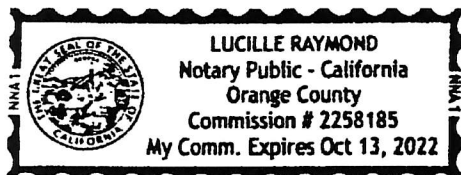
On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of June, 2019.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Contra Costa)

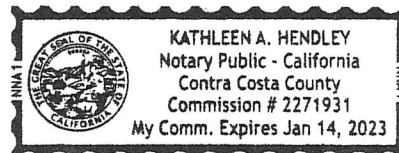
On June 18, 2019 before me, KATHLEEN A. HENDLEY, NOTARY PUBLIC,
(Here insert name and title of the officer)
personally appeared

Matthew Locati

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.

Kathleen A. Hendley
Signature of Notary Public

(Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Improvement Security Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 6/13/19

INSTRUCTIONS

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.) he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
- Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Amy Chan, John J. Daley, Kenneth J. Goodwin, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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

State of California
County of Orange

On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

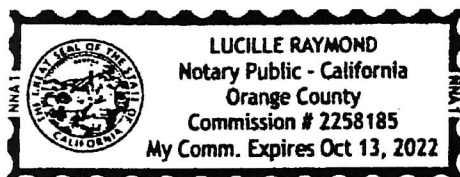
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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 *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 25th day of June, 2019.

By: *Cassie J. Berisford*
Cassie J. Berisford, Assistant Secretary



Tax Collector's Office
625 Court Street
Finance Building, Room 100
P. O. Box 631
Martinez, California 94553-0063
(925) 957-5280
(925) 957-2898 (FAX)

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Brice B. Bins
Chief Deputy Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector



Date: 9/10/2019

IF THIS TRACT IS NOT FILED PRIOR TO THE DATE TAXES ARE OPEN FOR COLLECTION (R&T CODE 2608) **THIS LETTER IS VOID.**

This will certify that I have examined the map of the proposed subdivision entitled:

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
9442	LAFAYETTE	79091

Parcel #: 169-150-007-6

and have determined from the official tax records that there are no unpaid County taxes heretofore levied on the property included in the map.

The 2018-2019 tax lien has been paid in full. Our estimate of the 2019-2020 tax lien, which became a lien on the **first day of January, 2019** is **\$54,700.00**

This tract is subject to a 1915 Act Bond. If subject to a 1915 Act Bond, the original principal to calculate a segregation is

The amount calculated is **void** 45 days from the date of this letter, unless this letter is accompanied with security approved by the Contra Costa County Tax Collector
Subdivision bond must be presented to the County Tax Collector for review and approval of adequacy of security prior to filing with the Clerk of the Board of Supervisors.

RUSSELL V. WATTS,
Treasurer-Tax Collector

By: Dalle Loe

Bond No. 353475S
Premium: \$1,094.00

<u>PRINCIPAL</u>	<u>TITLE COMPANY</u>	<u>SURETY</u>
<u>Matthew Lawrence Locati</u> <u>Revocable Living Trust</u>	<u>Old Republic Title Company</u>	<u>Developers Surety and</u> <u>Indemnity Company</u>
<u>4 Diablo Vista Way</u> Street Address	<u>1000 Burnett Ave., #400</u> Street Address	<u>1340 Treat Blvd. Ste 400</u> Street Address
<u>Lafayette, CA 94549</u> City, State, Zip	<u>Concord, CA 94520</u> City, State, Zip	<u>Walnut Creek, CA 94597</u> City, State, Zip
<u>Matthew Locati</u> Contact Person	<u>Dawn Cabral</u> Contact Person	<u>Daniel Livsey</u> Contact Person
<u>(925) 876-1964</u> Phone Number	<u>(925) 687-7880</u> Phone Number	<u>(925) 288-6795</u> Phone Number

BOND AGAINST TAXES

KNOW ALL MEN BY THESE PRESENTS:

THAT Matthew Lawrence Locati Revocable Living Trust, as Principal and Developers Surety and Indemnity Company, as Surety, a corporation organized and existing under the laws of the State of California and authorized to transact surety business in California are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **FIFTY FOUR THOUSAND SEVEN HUNDRED DOLLARS (\$54,700.00)**, to be paid to the said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 25th day of June, 2019.

The conditions of the above obligation is such that WHEREAS, the above bound Principal is about to file map(s) entitled **SUBDIVISION 9442** covering a subdivision of a tract of land in said County of Contra Costa, and there are certain liens for taxes and special assessments collected as taxes, for the 2019-2020 tax year, against said tract of land covered by said map(s), which taxes and special assessments collected as taxes, are not as yet due or payable.

NOW THEREFORE, if said Principal shall pay all of the taxes and special assessments collected as taxes which are a lien against said tract of land covered by said map, at the time of the filing of said map, then this obligation shall be void and of no effect. Otherwise it shall remain in full force and effect.

PRINCIPAL: Matthew Lawrence Locati
Revocable Living Trust

By: 

By: _____

SURETY: Developers Surety and indemnity Company


Kenneth J. Goodwin, Attorney-in-Fact

(ALL SIGNATURES MUST BE NOTARIZED)

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 Contra Costa)

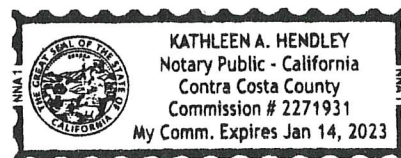
On June 27, 2019, before me, Kathleen A. Hendley, Notary Public
personally appeared Matthew Lawrence Locati

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.

Kathleen A. Hendley
Signature



(Seal)

Kathleen A. Hendley
Contra Costa County
Tel # 925-283-1031
Comm # 2271931
Expires: 01/14/2023

DATE: 6/28/19
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY: [Signature]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

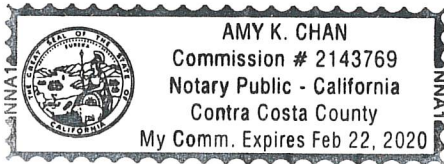
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa

On June 25, 2019 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose ~~name(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document

Description of Attached Document

Title or Type of Document Subdivision Tax Bond No. 353475S

Document Date: June 25, 2019 Number of Pages: 2

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
Individual

Corporate Officer —Title(s): _____

Partner ☐ Limited ☐ General

☒ Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

Developers Surety and

Indemnity Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

Individual

Corporate Officer —Title(s): _____

Partner ☐ Limited ☐ General

☐ Attorney in Fact

Trustee

Guardian or Conservator

Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

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

Adopted this Resolution on 11/05/2019 by the following vote:

AYE: ☒ **John Gioia**
☒ **Candace Andersen**
☒ **Diane Burgis**
☒ **Karen Mitchoff**
☒ **Federal D. Glover**

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2019/597

IN THE MATTER OF approving the Final Map and Subdivision Agreement for subdivision SD16-09442, for project being developed by Matthew Lawrence Locati Revocable Living Trust, as recommended by the Public Works Director, Lafayette area. (District V)

WHEREAS, the following documents were presented for board approval this date:

I. Map

The Final Map of subdivision SD16-09442, property located in the Lafayette area, Supervisorial District V, said map having been certified by the proper officials.

II. Subdivision Agreement

A subdivision agreement with Matthew Lawrence Locati Revocable Living Trust, principal, whereby said principal agrees to complete all improvements as required in said subdivision agreement within 2 years from the date of said agreement. Accompanying said subdivision agreement is security guaranteeing completion of said improvements as follows:

A. Cash Bond

Performance amount: \$1000.00

Auditor's Deposit Permit No. 788391 Date: June 21, 2019

Submitted by: Matthew L. Locati

B. Surety Bond

Bond Company: Developers Surety and Indemnity Company

Bond Number: 353473S Date: June 13, 2019

Performance Amount: \$43,000.00

Labor & Materials Amount: \$22,000.00

Principal: Matthew Lawrence Locati Revocable Living Trust

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2018-2019 tax lien has been paid in full and the 2019-2020 tax lien, which became a lien on the first day of January 2019, is estimated to be \$54,700, with security guaranteeing payment of said tax lien as follows:

Tax Surety

Bond Company: Developer's Surety and Indemnity Company

Bond Number: 353475S Date: June 25, 2019

Amount: \$54,700.00

Submitted by/Principal: Matthew Lawrence Locati Revocable Living Trust

NOW, THEREFORE, BE IT RESOLVED:

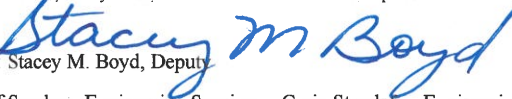
1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Final Map is APPROVED and this Board does hereby accept subject to installation and acceptance of improvements on behalf of the public any of the streets, paths, or easements shown thereon as dedicated to public use.
3. That said subdivision agreement is also APPROVED.

Contact: Randolph Sanders (925) 313-2111

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

ATTESTED: November 5, 2019

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

By:  Stacey M. Boyd, Deputy

cc: Jocelyn LaRocque- Engineering Services, Randolph Sanders- Engineering Services, Craig Standaler- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Sherri Reed, Chris Hallford -Mapping, Michael Mann- Finance, Gary Kupp - DCD Planning, Matthew Lawrence Locati Revocable Living Trust, Developer's Surety and Indemnity Company, Old Republic Title Company, T-07/22/2020



**Contra
Costa
County**

To: Contra Costa County Flood Control District Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Amendment to Agreement with California Dept. of Water Resources and American Rivers, Inc., for Three Creeks Restoration Project. Project #7521-6D8176

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conversation District (Flood Control District), or designee, to execute Amendment 2 to Grant Agreement No. 4600011176 (Agreement), by and among the Flood Control District, California Department of Water Resources (DWR), and American Rivers, Inc. (American Rivers), for the Three Creeks Restoration Project (Project), substantially in the form attached, Brentwood area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On July 12, 2016, the Board approved and authorized execution of the Agreement, a grant agreement by and among the Flood Control District, the DWR, and American Rivers. Under the Agreement, DWR agreed to provide a \$744,404 grant to partially fund the Project, which involves widening the existing Marsh Creek channel from the Union Pacific Railroad to the confluence with Sand Creek channel and planting native vegetation in order to improve the creek's habitat value.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Gus Amirzehni, (925)
313-2128

By: Stacey M. Boyd, Deputy

BACKGROUND: (CONT'D)

American Rivers and the Flood Control District are the sponsor and cosponsor, respectively, of the Project.

On June 12, 2018, the Board also approved and authorized execution of Amendment 1 that extended the term of the Agreement. The amended Agreement is set to expire on June 30, 2020, unless amended. Amendment 2 would amend the Agreement to extend the term to March 30, 2021. Amendment 2 would also revise the Project work schedule. The amended Project schedule required earthwork and planting to be completed in 2019. Because the Project design phase has taken longer than originally anticipated, those deadlines could not be met. Amendment 2 would require earthwork to be completed in the third quarter of 2020, and planting by March 30, 2021. The Project is currently planned to start construction in the second quarter of 2020 and is expected to meet those deadlines. Costs of work completed after March 30, 2021, would not be eligible for reimbursement with grant funding. Amendment 2 would also fix June 30, 2021, as the deadline for seeking disbursement of grant monies.

CONSEQUENCE OF NEGATIVE ACTION:

If this Board Order is not approved, DWR will cease providing grant funding for the Project under the Agreement, effective June 30, 2020.

ATTACHMENTS

Amendment 2

**AMENDMENT 2 TO AGREEMENT NUMBER 4600011176
BETWEEN THE STATE OF CALIFORNIA NATURAL RESOURCES AGENCY DEPARTMENT OF WATER
RESOURCES, AMERICAN RIVERS AND CONTRA COSTA FLOOD CONTROL AND WATER
CONSERVATION DISTRICT FOR A GRANT UNDER THE URBAN STREAMS RESTORATION PROGRAM
CALIFORNIA WATER CODE §7048**

This Amendment 2 to Agreement No. 4600011176 ("Amendment 2") is entered into by and among the Department of Water Resources of the State of California, the Sponsor, American Rivers Inc., and the Co-sponsor, Contra Costa County Flood Control and Water Conservation District, effective on the date of final signature as set forth below.

1. Paragraph 2 of Agreement No. 4600011176 is amended to read as follows:
 2. TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on August 17, 2016, and ends three years after the date that State releases all remaining funds retained pursuant to Paragraph D.23 of Exhibit D, unless otherwise terminated or amended as provided for in this Grant Agreement. However, all work plan tasks shall be completed by March 30, 2021, and no funds may be requested after June 30, 2021.
2. Paragraph 10, subdivision (k) of Agreement No. 4600011176 is amended to read as follows:

10.(k) Costs incurred after March 30, 2021.
3. Exhibit B Schedule is hereby replaced with Revised Exhibit B Schedule 2.
4. All other provisions of the Agreement No. 4600011176 remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Amendment 2.

Approved as to Legal Form and Sufficiency:

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

By _____
Robin Brewer Date
Office of Chief Counsel

By _____
Arthur Hinojosa, P.E. Chief Date
Division of Integrated Regional Water
Management

SPONSOR: AMERICAN RIVERS, INC.

Address: 1101 14th Street, NW Suite 1400
Washington, DC 20005

By  9/20/19
Kristin M. May Date
Chief Financial Officer

CO-SPONSOR: CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION DISTRICT

Address: 255 Glacier Drive
Martinez, CA 94553

By _____
Brian M. Balbas Date
Chief Engineer

Attachment B: Schedule REVISED 2
Three Creeks Restoration Project

	2016			2017			2018			2019			2020			2021
	3 rd Qtr	4 th Qtr		1 st Qtr	2nd Qtr	3 rd Qtr	4 th Qtr	1 st Qtr	2nd Qtr	3 rd Qtr	4 th Qtr	1 st Qtr	2nd Qtr	3 rd Qtr	4 th Qtr	1 st Qtr
Task 1: Project Administration																
Quarterly written and financial reports																
Final Report	D	D		D	D	D	D	D	D	D	D	D	D	D	D	D
Subcontracts					D											D
Timely invoices	D	D		D	D	D	D	D	D	D	D	D	D	D	D	D
Team Meetings																
Task 2: Planning, Design, Permitting, and CEQA																
Site Survey																
Hydraulic Modeling Report					D											
Refine Conceptual Design		D														
50 percent design					D											
Final design											D					
Planting plan					D											
Surveys (biological, geotechnical, cultural)	D															
Complete mitigated negative declaration						D										
Obtain all permits											D					
Task 3: Implementation/Construction																
Bid Package																
Complete construction contracts												D				
Site grading													D			
Site planting																
Labor compliance report																
Relocate regional trail																D
Task 4: Monitoring and Maintenance																
Install interpretive/acknowledgment signs																D
Task 5: Community Outreach and Involvement																
O & M manual and monitoring plan													D			
Draft agreements												D				
Establish maintenance endowment/fund																D
Maintenance and monitoring training																D
Two volunteer planning and maintenance events at site															D	D
Task 5: Community Outreach and Involvement																
Presentations at two FOMCW/community meetings													D			D
Six updates in FOMCW/community newsletter												D	D	D	D	D
One Community Site walk													D			
Three streamside activities								P								D



**Contra
Costa
County**

To: Contra Costa County Flood Control District Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Amendment 3 to Agreement with City of Brentwood, for Drainage Area Fee Collection. Project No. 7562-6D8749

RECOMMENDATION(S):

As the governing body of the Contra Costa County Flood Control and Water Conservation District (Flood Control District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute the third amendment to the drainage fee collection, right of way, and maintenance agreement, with the City of Brentwood (City), effective November 5, 2019, related to Drainage Areas (DAs) 104, 105, 106, 109, and 130 in the Brentwood area.

FISCAL IMPACT:

Amendment 3 to the DA Fee Collection Agreement replaces DAs 104, 105, and 106 with DA 130, and DA 109 is being added. There are no fiscal impacts identified as part of Amendment 3.

BACKGROUND:

On April 14, 1992, the Board approved an agreement between the Flood Control District and the City for the collection of drainage fees on behalf of the Flood Control District. The drainage area agreement also identified drainage facility ownership and specified maintenance responsibilities.

In 1994, the Flood Control District's Board of Directors adopted Resolution No. 94/634 to establish DA 109, and it adopted Ordinance 94/75 establishing fees for DA 109. Lands within the City are within DA

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Teri E. Rie, (925)
313-2363

By: Stacey M. Boyd, Deputy

BACKGROUND: (CONT'D)

109. On September 11, 2007, the Flood Control District's Board of Directors adopted Resolution No. 2007/493 ordering the establishment of DA 130, which replaced DAs 104, 105, and 106 within the City. However, the drainage area agreement between the Flood Control District and the City was not previously amended to incorporate the addition of DA 109 or to reflect that DA 130 replaced DAs 104, 105, and 106.

Since DA 109 and 130 were formed, the City has been collecting drainage area fees within those drainage areas and transmitting those fees to the Flood Control District in accordance with the terms of the drainage area agreement. This third amendment to the drainage area agreement with the City will ratify those fee collection activities, add DA 109 to the agreement and reflect that DA 130 replaced DAs 104, 105, and 106. All other terms of the drainage area agreement, as previously amended, will remain unchanged.

Staff recommends approving this amendment to ensure that drainage area fees are correctly imposed and collected within the appropriate drainage areas in the City.

CONSEQUENCE OF NEGATIVE ACTION:

If Amendment 3 is not approved and executed, the City will no longer collect DA 130 and 109 fees on behalf of the Flood Control District.

ATTACHMENTS

Amendment 3

**AMENDMENT NO.3 TO
DRAINAGE FEE COLLECTION, RIGHT OF WAY, AND MAINTENANCE AGREEMENT
BETWEEN CITY OF BRENTWOOD AND CONTRA COSTA COUNTY
FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR
DRAINAGE AREAS 104, 105, 106, 109, AND 130**

Effective on _____, 2019, the Contra Costa County Flood Control and Water Conservation District, a flood control district existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and the City of Brentwood, a municipal corporation, hereinafter referred to as "CITY," enter into this Amendment No. 3 ("Third Amendment") to the Drainage Fee Collection, Right of Way, and Maintenance Agreement Between City of Brentwood and Contra Costa County Flood Control and Water Conservation District for Drainage Areas 104, 105, 106, 109, and 130.

RECITALS

- A. Effective on April 14, 1992, the DISTRICT and the CITY entered into a Drainage Fee Collection, Right of Way and Maintenance Agreement ("Agreement"), pursuant to a drainage plan providing for the installation of needed drainage facilities in Drainage Areas 30B, 30C, 52A, 52B, 52C, 52D, 104, 105, and 106 and Regional Drainage Facilities within incorporated and unincorporated areas of the CITY. In 1994, the DISTRICT's Board of Directors adopted Resolution No. 94/634 to establish Drainage Area 109, and it adopted Ordinance 94/75 establishing fees for Drainage Area 109. Lands within the CITY are within Drainage Area 109. However, the Agreement was not subsequently amended to incorporate Drainage Area 109.
- B. On September 11, 2007, the DISTRICT's Board of Directors adopted Resolution No. 2007/493 ordering the establishment Drainage Area 130, which replaced Drainage Areas 104, 105, and 106. The DISTRICT adopted Drainage Fee Ordinance No. 2007-06 for Drainage Area 130 fees and repealed Drainage Areas 104, 105, and 106. Since the formation of Drainage Area 130 in 2007, the CITY has been collecting Drainage Area 130 fees. However, the Agreement was not subsequently amended to incorporate this change.
- C. In 2011, the Agreement was amended to modify the right of way maintenance requirements for DISTRICT Basin No. 2. In 2016, the Agreement was amended a second time to modify the right of way maintenance requirements for DISTRICT Basin No. 3/4.
- D. The DISTRICT and the CITY desire to enter into this Third Amendment to amend the Agreement to: (1) reflect the formation of Drainage Area 109; (2) reflect the replacement of Drainage Areas 104, 105, and 106 with Drainage Area 130; and (3) authorize the CITY to collect Drainage Area 109 and 130 fees going back to the formation of those drainage areas.

AMENDMENT

Now, therefore, the DISTRICT and the CITY agree to amend the Agreement, as previously amended, as follows:

- 1. **Drainage Area Fee Collection.** The CITY has been collecting drainage area fees for Drainage Areas 109 and 130 in accordance with the Agreement since those drainage areas were formed in 1994 and 2007, respectively. The DISTRICT and the CITY hereby agree to ratify the CITY's collection of those drainage area fees at all times prior to the Effective Date.
- 2. **Purpose.** Section 2 (Purpose) of the Agreement is deleted in its entirety and replaced with new Section 2 to read as follows:

"2. PURPOSE

In accordance with Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix to the Water Code), the DISTRICT has adopted drainage plans providing for the installation of needed drainage facilities in Drainage Areas 30B, 30C, 52A, 52B, 52C, 52D, 109, and 130, and the DISTRICT has adopted ordinances establishing drainage fees to finance such facilities within those drainage areas. Copies of those ordinances are attached hereto together as Exhibit "A". The areas encompassed by the ordinances contain lands within the jurisdictional limits of the CITY. In consideration of the fact that the CITY will benefit from the installation of the drainage facilities to be financed by the drainage fees, the DISTRICT and the CITY agree as provided in this Agreement."

3. **Exhibit A.** Exhibit "A" to the Agreement is deleted in its entirety and replaced with new Exhibit "A" attached hereto. New Exhibit "A" includes all ordinances establishing DISTRICT drainage fees imposed within Drainage Areas 30B, 30C, 52A, 52B, 52C, 52D, 109, and 130.

Each remaining term of the Agreement, as previously amended, remains unchanged and in full force and effect.

CONTRA COSTA COUNTY FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

CITY OF BRENTWOOD

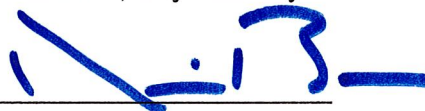
By: _____
Brian Balbas, Chief Engineer

By:  _____
Gustavo "Bus" Vina, City Manager

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

Approved as to form:
Damien Brower, City Attorney

By: _____
Deputy County Counsel

By:  _____

ORDINANCE NO. 98-56

AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 30B

The Board of Supervisors of Contra Costa County as the Governing Body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION 1 Ordinance No. 92-18 of the Contra Costa County Flood Control and Water Conservation District is hereby repealed.

SECTION 2 The Board hereby enacts the following as the Drainage Fee Ordinance for Drainage Area 30B.

SECTION I DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 30B, Boundary Map and Amended Drainage Plan," dated November, 1988, on file with the Clerk of the Board of Supervisors, is adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 30B pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix of the Water Code.).

SECTION II FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities described in the drainage plan; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all drainage facilities shown on the drainage plan or included in the Engineer's Report; and that the drainage facilities planned are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III EXEMPTIONS. The fee shall not be required for the following: 1) to replace a structure destroyed or damaged by fire, flood, winds or other acts of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of ground coverage is not increased by more than 500 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV. FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owners granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V. BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction the fee shall be as set for the in Section VII. For single family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be \$458 per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including, but not limited to, driveways, walks patios, etc., the amount of net increase in impervious surface shall be subject to a fee of \$0.52 per square foot, but not to exceed the amount required under Section VII.

SECTION VI SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII. FEE SCHEDULE

	Measure	Building Permit	Subdivision
Commercial/Industrial/Downtown office	Acre	\$21,382.00	\$22,968.00
Office (Medium)	Acre	\$18,324.00	\$20,477.00
Office (Light)	Acre	\$15,334.00	\$17,284.00
Multifamily residential (Including Mobile Home Parks)			
Less than 2,500 sq. ft of land per unit	Acre	\$16,848.00	\$16,848.00
2,500 to 2,999 "	Unit	\$998.00	\$998.00
3,000 to 3,999 "	Unit	\$1,144.00	\$1,144.00
4,000 to 4,999 "	Unit	\$1,331.00	\$1,331.00
5,000 to 5,999 "	Unit	\$1,523.00	\$1,523.00
6,000 to 6,999 "	Unit	\$1,710.00	\$1,710.00
7,000 to 7,999 "	Unit	\$1,892.00	\$1,892.00
8,000 + "	Unit	\$1,986.00	\$1,986.00
Single Family Residential:			
4,000 to 4,999 sq. ft. of land per unit	Unit	\$1,398.00	\$2,241.00
5,000 to 5,999 "	Unit	\$1,461.00	\$2,334.00
6,000 to 6,999 "	Unit	\$1,523.00	\$2,428.00
7,000 to 7,999 "	Unit	\$1,586.00	\$2,522.00
8,000 to 9,999 "	Unit	\$1,679.00	\$2,657.00
10,000 to 13,999 "	Unit	\$1,866.00	\$2,927.00
14,000 to 19,999 "	Unit	\$2,178.00	\$3,369.00
20,000 to 29,999 "	Unit	\$2,693.00	\$4,040.00
30,000 to 39,999 "	Unit	\$3,343.00	\$4,825.00

	Measure	Building Permit	Subdivision
40,000+" "		\$4009.00	\$5,558.00
Agricultural:			
Under 10% of lot impervious		Exempt	
More than 10% of lot impervious	Acre	\$20,384	

On single family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII. FEE PAYMENT. The official having jurisdiction may accept cash or check, or, when authorized by the District's Chief Engineer, other consideration such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be distributed into the appropriate accounts. \$0.35 of each \$0.52 collected will be deposited in the County Treasury to the account of the drainage facilities fund established for the drainage area. The remaining \$0.17 of each \$0.52 will be deposited into the Flood Control Zone 1 fund to be used for improvements in the Marsh Creek Regional Improvement Plan. Monies in said funds shall be expended solely for land acquisition, construction, engineering, administration, repair maintenance and operation or reimbursement for the same, in whole or in part, of planned drainage facilities within the drainage area, or the Marsh Creek Regional Improvement Plan. Said monies may also be used to reduce the principal or interest of any indebtedness of the drainage area, or the Flood Control Zone 1 fund.

SECTION IX. CREDIT. Drainage fees previously paid shall be credited as follows:

- A Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- B Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- C Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

SECTION X. REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. The fee schedule shall be adjusted annually on January 1 to account for inflation using the Engineering News Record Construction Cost Index. Such adjustment shall not require further notice or public hearing.

SECTION XI. EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the name of supervisors voting for and against it in the Brentwood News, a newspaper published in this area.

PASSED AND ADOPTED ON 12-18-98, by the following vote:

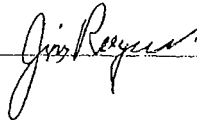
AYES: SUPERVISORS UILKEMA, GERBER, DESAULNIER, CANCIAMILLA and ROGERS

NOES: NONE

ABSENT: NONE

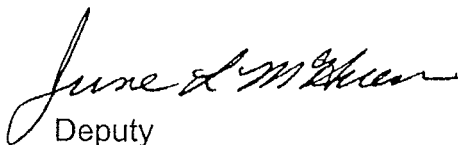
ABSTAIN: NONE

Chair of the Board



ATTEST: PHIL BATCHELOR
Clerk of the Board of Supervisors
and County Administrator

By:


Deputy

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10/22/98

Effective 2-14-90

ORDINANCE NO. 98-57

**AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 30C**

The Board of Supervisors of Contra Costa County as the Governing Body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION 1 Ordinance No. 87-70 of the Contra Costa County Flood Control and Water Conservation District is hereby repealed.

SECTION 2 The Board hereby enacts the following as the Drainage Fee Ordinance for Drainage Area 30C.

SECTION I DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 30C, Boundary Map and Amended Drainage Plan," dated April, 1987, on file with the Clerk of the Board of Supervisors, is adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 30C pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix of the Water Code.).

SECTION II FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities described in the drainage plan; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all drainage facilities shown on the drainage plan or included in the Engineer's Report; and that the drainage facilities planned are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III EXEMPTIONS. The fee shall not be required for the following: 1) to replace a structure destroyed or damaged by fire, flood, winds or other acts of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of ground coverage is not increased by more than 500 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV. FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owners granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V. BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction the fee shall be as set for the in Section VII. For single family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be \$370 per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including, but not limited to, driveways, walks patios, etc., the amount of net increase in impervious surface shall be subject to a fee of \$0.42 per square foot, but not to exceed the amount required under Section VII.

SECTION VI SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII. FEE SCHEDULE

	Measure	Building Permit	Subdivision
Commercial/Industrial/Downtown office	Acre	\$17,270.00	\$18,551.00
Office (Medium)	Acre	\$14,800.00	\$16,539.00
Office (Light)	Acre	\$12,385.00	\$13,960.00
Multifamily residential (Including Mobile Home Parks)			
Less than 2,500 sq. ft of land per unit	Acre	\$13,608.00	\$13,608.00
2,500 to 2,999 "	Unit	\$806.00	\$806.00
3,000 to 3,999 "	Unit	\$924.00	\$924.00
4,000 to 4,999 "	Unit	\$1,075.00	\$1,075.00
5,000 to 5,999 "	Unit	\$1,230.00	\$1,230.00
6,000 to 6,999 "	Unit	\$1,381.00	\$1,381.00
7,000 to 7,999 "	Unit	\$1,528.00	\$1,528.00
8,000 + "	Unit	\$1,604.00	\$1,604.00
Single Family Residential:			
4,000 to 4,999 sq. ft. of land per unit	Unit	\$1,129.00	\$1,810.00
5,000 to 5,999 "	Unit	\$1,180.00	\$1,885.00
6,000 to 6,999 "	Unit	\$1,230.00	\$1,961.00
7,000 to 7,999 "	Unit	\$1,281.00	\$2,037.00
8,000 to 9,999 "	Unit	\$1,356.00	\$2,146.00
10,000 to 13,999 "	Unit	\$1,507.00	\$2,364.00
14,000 to 19,999 "	Unit	\$1,759.00	\$2,721.00
20,000 to 29,999 "	Unit	\$2,175.00	\$3,263.00
30,000 to 39,999 "	Unit	\$2,700.00	\$3,897.00

	Measure	Building Permit	Subdivision
40,000+ " "	Unit	\$3,238.00	\$4,489.00
Agricultural:			
Under 10% of lot impervious		Exempt	
More than 10% of lot impervious	Acre	\$16,464.00	

On single family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII. FEE PAYMENT. The official having jurisdiction may accept cash or check, or, when authorized by the District's Chief Engineer, other consideration such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be distributed into the appropriate accounts. \$0.25 of each \$0.42 collected will be deposited in the County Treasury to the account of the drainage facilities fund established for the drainage area. The remaining \$0.17 of each \$0.42 will be deposited into the Flood Control Zone 1 fund to be used for improvements in the Marsh Creek Regional Improvement Plan. Monies in said funds shall be expended solely for land acquisition, construction, engineering, administration, repair maintenance and operation or reimbursement for the same, in whole or in part, of planned drainage facilities within the drainage area, or the Marsh Creek Regional Improvement Plan. Said monies may also be used to reduce the principal or interest of any indebtedness of the drainage area, or the Flood Control Zone 1 fund.

SECTION IX. CREDIT. Drainage fees previously paid shall be credited as follows:

- A Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- B Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- C Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

SECTION X. REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. The fee schedule shall be adjusted annually on January 1 to account for inflation using the Engineering News Record Construction Cost Index. Such adjustment shall not require further notice or public hearing.

SECTION XI. EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the name of supervisors voting for and against it in the Brentwood News, a newspaper published in this area.

PASSED AND ADOPTED ON 12-15-98, by the following vote:

AYES: SUEPRVISORS GERBER, DESAULNIER, CANCIAMILLA AND ROGERS

NOES: NONE

ABSENT: NONE

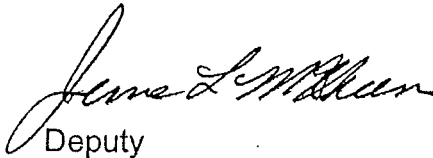
ABSTAIN: NONE

Chair of the Board



ATTEST: PHIL BATCHELOR
Clerk of the Board of Supervisors
and County Administrator

By:


Deputy

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10/22/98

ORDINANCE NO. 92- 6

AN ORDINANCE AMENDING ORDINANCE NO. 90-37
OF THE CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
RELATING TO DRAINAGE FEES WITHIN
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 52A

24 = 58,534,670
17 = 41,463,490
41 M.D. 4/17/97
52A

The Board of Supervisors of Contra Costa County as the governing body of the Contra Costa County Flood Control and Water Conservation District ordains as follows:

SECTION I. Section I of Ordinance No. 90-37 is amended to read as follows:

SECTION I. DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 52A, Boundary Map and Drainage Plan", dated June, 1979, was adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 52A pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix to the Water Code). Said drainage plan is hereby amended as set forth in the "Drainage Area 52A, Boundary Map and Amended Drainage Plan" dated June, 1991.

EFFECTIVE
4/28/92

SECTION II. Section V of Ordinance No. 90-37 is amended to read as follows:

SECTION V. BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction the fee shall be as set forth in Section VII. For single family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be \$349 per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including but not limited to driveways, walks, patios etc., the amount of net increase in impervious surface shall be subject to a fee of \$0.41 per square foot, but not to exceed the amount required under Section VII.

Pool = 349.00

SECTION III. Section VII of Ordinance No. 90-37 is amended to read as follows:

SECTION VII. FEE SCHEDULE	<u>Building Permit</u>	<u>Subdivision</u>
<u>Commercial/Industrial/Downtown Office</u>	\$16,860/acre	\$18,110/acre
<u>Office (Medium):</u>	\$14,450/acre	\$16,145/acre
<u>Office (Light):</u>	\$12,090/acre	\$13,630/acre

Multifamily Residential (Including Mobile Home Parks):

Less than 2,500 sq. ft. of land per unit	\$13,285/acre	\$13,285/acre
2,500 to 2,999 " "	\$785/unit	\$785/unit
3,000 to 3,999 " "	\$900/"	\$900/"
4,000 to 4,999 " "	\$1,050/"	\$1,050/"
5,000 to 5,999 " "	\$1,200/"	\$1,200/"
6,000 to 6,999 " "	\$1,350/"	\$1,350/"
7,000 to 7,999 " "	\$1,490/"	\$1,490/"
8,000 + " "	\$1,565/"	\$1,565/"

Single Family Residential:

	<u>Building Permit</u>	<u>Subdivision</u>
4,000 to 4,999 sq. ft. of land per unit	\$1,105/unit	\$1,765/unit
5,000 to 5,999 " "	\$1,150/"	\$1,840/"
6,000 to 6,999 " "	\$1,200/"	\$1,915/"
7,000 to 7,999 " "	\$1,250/"	\$1,990/"
8,000 to 9,999 " "	\$1,325/"	\$2,095/"
10,000 to 13,999 " "	\$1,470/"	\$2,310/"
14,000 to 19,999 " "	\$1,720/"	\$2,655/"
20,000 to 29,999 " "	\$2,125/"	\$3,185/"
30,000 to 39,999 " "	\$2,635/"	\$3,805/"
40,000 + " "	\$3,160/"	\$4,385/"

Agricultural:

Under 10% of lot impervious	Exempt
More than 10% of lot impervious	\$16,075/acre of developed portion

On single family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

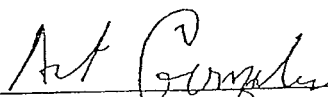
For the purpose of this ordinance, subject to Section VI, lot size shall be: (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

PASSED AND ADOPTED by the City Council of the City of Brentwood, at its regular meeting of April 28, 1992, by the following vote:

AYES: Councilmembers Guise, DeMartini, Doheney and Mayor Gonzales

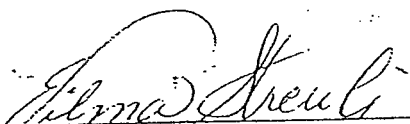
NOES: None

ABSENT: Councilmember Morrill



Arthur Gonzales, Mayor

Attest:



Vilma R. Streuli, City Clerk

ORDINANCE NO. 92/ 711

AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 52B

17 = 43.58870
22 = 56.410290
39

52 B

The Board of Supervisors of Contra Costa County as the Governing Body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION 1. Ordinance No. 90-38 of the Contra Costa County Flood Control and Water Conservation District is hereby repealed.

SECTION 2. The Board hereby enacts the following as the Drainage Fee Ordinance for Drainage Area 52B:

SECTION I. DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 52B, Boundary Map and Drainage Plan", dated February, 1979, on file with the Clerk of the Board of Supervisors, is adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 52B pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix to the Water Code). Said drainage plan is hereby amended as set forth in "Drainage Area 52B, Boundary Map and Amended Drainage Plan" dated October, 1991.

SECTION II. FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities described in the drainage plan; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all drainage facilities shown on the drainage plan or included in the Engineer's Report; and that the drainage facilities planned are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III. EXEMPTIONS. The fee shall not be required for the following: 1) To replace a structure destroyed or damaged by fire, flood, winds or other act of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of ground coverage is not increased by more than 100 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the

12/19/92

39/12

Pool-332

conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV. FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owners granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V. BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction the fee shall be as set forth in Section VII. For single family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be \$332 per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including but not limited to driveways, walks, patios etc., the amount of net increase in impervious surface shall be subject to a fee of \$0.39 per square foot, but not to exceed the amount required under Section VII.

SECTION VI. SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII. FEE SCHEDULE	<u>Building Permit</u>	<u>Subdivision</u>
<u>Commercial/Industrial/Downtown Office</u>	\$16,035/acre	\$17,225/acre
<u>Office (Medium):</u>	\$13,745/acre	\$15,360/acre
<u>Office (Light):</u>	\$11,500/acre	\$12,965/acre
<u>Multifamily Residential (Including Mobile Home Parks):</u>		
Less than 2,500 sq. ft. of land per unit	\$12,635/acre	\$12,635/acre
2,500 to 2,999 " "	\$750/unit	\$750/unit
3,000 to 3,999 " "	\$860/"	\$860/"
4,000 to 4,999 " "	\$1,000/"	\$1,000/"
5,000 to 5,999 " "	\$1,145/"	\$1,145/"
6,000 to 6,999 " "	\$1,285/"	\$1,285/"
7,000 to 7,999 " "	\$1,420/"	\$1,420/"
8,000 + " "	\$1,490/"	\$1,490/"
<u>Single Family Residential:</u>		
4,000 to 4,999 sq. ft. of land per unit	\$1,050/unit	\$1,680/unit
5,000 to 5,999 " "	\$1,095/"	\$1,750/"
6,000 to 6,999 " "	\$1,145/"	\$1,820/"
7,000 to 7,999 " "	\$1,190/"	\$1,890/"
8,000 to 9,999 " "	\$1,260/"	\$1,995/"

10,000 to 13,999	"	"	\$1,400/"	\$2,195/"
14,000 to 19,999	"	"	\$1,635/"	\$2,525/"
20,000 to 29,999	"	"	\$2,020/"	\$3,030/"
30,000 to 39,999	"	"	\$2,510/"	\$3,620/"
40,000 +	sq. ft. of land per unit		\$3,005/"	\$4,170/"

Agricultural:

Under 10% of lot impervious

Exempt

More than 10% of lot impervious

\$15,290/acre of developed portion

On single family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be: (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII. FEE PAYMENT. The official having jurisdiction may accept cash or check, or, when authorized by the District's Chief Engineer, other consideration such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be distributed into the appropriate accounts. ~~\$0.22~~ of each \$0.39 collected will be deposited in the County Treasury to the account of the drainage facilities fund established for the drainage area. The remaining \$0.17 of each \$0.39 will be deposited into the Flood Control Zone 1 fund to be used for improvements in the Marsh Creek Regional Improvement Plan. Monies in said funds shall be expended solely for land acquisition, construction, engineering, administration, repair maintenance and operation or reimbursement for the same, in whole or in part, of planned drainage facilities within the drainage area, or the Marsh Creek Regional Plan. Said monies may also be used to reduce the principal or interest of any bonded indebtedness of the drainage area, or the Flood Control Zone 1 fund. *Sub*

SECTION IX: CREDIT. Drainage fees previously paid shall be credited as follows:

- a) Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- b) Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- c) Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

H.1

SECTION X. EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the "Brentwood News," a newspaper published in this area.

PASSED AND ADOPTED ON October 20, 1992, by the following vote:

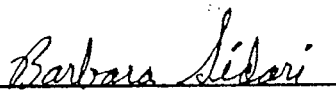
AYES: Supervisors Powers, Torlakson and McPeak

NOES: None

ABSENT: Supervisors Fahden and Schroder


Chair of the Board

ATTEST: PHIL BATCHELOR, Clerk of the
Board of Supervisors and
County Administrator

By 
Deputy

JRF:kd
c:\DA\DA52B.Ord

20.2

ORDINANCE NO. 2001-09

AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 52C

The Board of Supervisors of Contra Costa County as the Governing Body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION I DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 52C, Boundary Map and Drainage Plan, Amendment No. 2," dated March 2001, on file with the Clerk of the Board of Supervisors, is adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 52C pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix of the Water Code.)

SECTION II FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities described in the drainage plan; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all drainage facilities shown on the drainage plan or included in the Engineer's Report; and that the drainage facilities planned are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III EXEMPTIONS. The fee shall not be required for the following: 1) to replace a structure destroyed or damaged by fire, flood, winds or other acts of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of

ground coverage is not increased by more than 100 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV. FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owners granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V. BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction the fee shall be as set for the in Section VII. For single family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be \$704.00 per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including, but not limited to, driveways, walks patios, etc., the amount of net increase in impervious surface shall be subject to a fee of \$.80 per square foot, but not to exceed the amount required under Section VII.

SECTION VI SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII. FEE SCHEDULE

	Measure	Building Permit	Subdivision
Commercial/Industrial/Downtown office	Acre	32,896.00	35,336.00
Office (Medium)	Acre	28,192.00	31,504.00
Office (Light)	Acre	23,592.00	26,592.00
Multifamily residential (Including Mobile Home Parks)			
Less than 2,500 sq. ft of land per unit	Acre	25,920.00	25,920.00
2,500 to 2,999 "	Unit	1,536.00	1,536.00
3,000 to 3,999 "	Unit	1,760.00	1,760.00
4,000 to 4,999 "	Unit	2,048.00	2,048.00
5,000 to 5,999 "	Unit	2,344.00	2,344.00
6,000 to 6,999 "	Unit	2,632.00	2,632.00
7,000 to 7,999 "	Unit	2,912.00	2,912.00
8,000 + "	Unit	3,056.00	3,056.00
Single Family Residential:			
4,000 to 4,999 sq. ft. of land per unit	Unit	2,152.00	3,448.00
5,000 to 5,999 "	Unit	2,248.00	3,592.00
6,000 to 6,999 "	Unit	2,344.00	3,736.00
7,000 to 7,999 "	Unit	2,440.00	3,880.00
8,000 to 9,999 "	Unit	2,584.00	4,088.00
10,000 to 13,999 "	Unit	2,872.00	4,504.00
14,000 to 19,999 "	Unit	3,352.00	5,184.00
20,000 to 29,999 "	Unit	4,144.00	6,216.00
30,000 to 39,999 "	Unit	5,144.00	7,424.00
40,000+ " "	Unit	6,168.00	8,553.00
Agricultural:			
Under 10% of lot impervious		Exempt	
More than 10% of lot impervious	Acre	23,592.00	

On single family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single Family Residential" shall apply to lots containing only one dwelling unit.

For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII. FEE PAYMENT. The official having jurisdiction may accept cash or check, or, when authorized by the District's Chief Engineer, other consideration such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be distributed into the appropriate accounts. \$0.74 of each \$0.80 collected will be deposited in the County Treasury to the account of the drainage facilities fund established for the drainage area. The remaining \$0.06 of each \$0.80 will be deposited into the Flood Control Zone 1 fund to be used for improvements in the Marsh Creek Regional Improvement Plan. Monies in said funds shall be expended solely for land acquisition, construction, engineering, administration, repair, maintenance and operation or reimbursement for the same, in whole or part, of planned drainage facilities within the drainage area, or the Marsh Creek Regional Improvement Plan. Said monies may also be used to reduce the principal or interest of any indebtedness of the drainage area, or the Flood Control Zone 1 fund.

SECTION IX. CREDIT. Drainage fees previously paid shall be credited as follows:

- A Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- B Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- C Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

SECTION X. REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. The fee schedule shall be adjusted annually on January 1 to account for inflation using the Engineering News Record Construction Cost Index. Such adjustment shall not require further notice or public hearing.

SECTION XI. EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the name of supervisors voting for and against it in the ~~Brendwood News~~, a newspaper published in this area.
Ledger Dispatch

PASSED AND ADOPTED ON ^{May 08, 2001}, by the following vote:

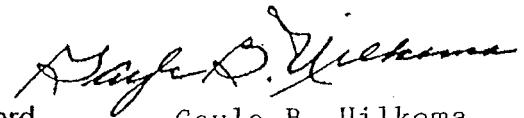
AYES: Supervisors Gioia, Gerber, DeSaulnier, Glover, Uilkema

NOES: None

ABSENT: None

ABSTAIN: None

Chair of the Board



Gayle B. Uilkema

ATTEST: John Sweeten
Clerk of the Board of Supervisors
and County Administrator
May 08, 2001

By: Deputy

ORDINANCE NO. 2006-52
AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 52D

The Board of Supervisors of Contra Costa County as the Governing Body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION 1: Ordinance No. 2001-20 of the Contra Costa County Flood Control and Water Conservation District is hereby repealed.

SECTION 2: The Board hereby enacts the following as the Drainage Fee Ordinance for Drainage Area 52D.

SECTION I—DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 52D, Boundary Map and Revised Drainage Plan," dated **October 9, 2001**, on file with the Clerk of the Board of Supervisors, is adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 52D pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix of the Water Code).

SECTION II—FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities described in the drainage plan; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all drainage facilities shown on the drainage plan; and that the drainage facilities planned are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III—EXEMPTIONS. The fee shall not be required for the following: 1) To replace a structure destroyed or damaged by fire, flood, winds or other acts of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of ground coverage is not increased by more than 100 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV—FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owner's granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V—BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction, the fee shall be as set forth in Section VII. For single-family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be **\$959** per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including, but not limited to, driveways, walks patios, etc., the amount of net increase in impervious surface shall be subject to a fee of **\$1.05** per square foot, but not to exceed the amount required under Section VII.

SECTION VI—SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII—FEE SCHEDULE

		Unit Measure	Building Permit	Subdivision
Commercial/Industrial/Downtown Office		Acre	\$43,175	\$46,380
Office (Medium)		Acre	\$37,000	\$41,350
Office (Light)		Acre	\$30,965	\$34,900
Multifamily Residential (Including Mobile Home Parks)				
Less Than 2,500	sq. ft. of land per unit	Acre	\$34,020	\$34,020
2,500–2,999	sq. ft. of land per unit	Unit	\$2,015	\$2,015
3,000–3,999	sq. ft. of land per unit	Unit	\$2,310	\$2,310
4,000–4,999	sq. ft. of land per unit	Unit	\$2,690	\$2,690
5,000–5,999	sq. ft. of land per unit	Unit	\$3,075	\$3,075
6,000–6,999	sq. ft. of land per unit	Unit	\$3,455	\$3,455
7,000–7,999	sq. ft. of land per unit	Unit	\$3,820	\$3,820
8,000 +	sq. ft. of land per unit	Unit	\$4,010	\$4,010

SECTION VII—FEE SCHEDULE (continued)

	Unit Measure	Building Permit	Subdivision	
Single-Family Residential				
4,000–4,999	sq. ft. of land per unit	Unit	\$2,825	\$4,525
5,000–5999	sq. ft. of land per unit	Unit	\$2,950	\$4,715
6,000–6,999	sq. ft. of land per unit	Unit	\$3,075	\$4,905
7,000–7,999	sq. ft. of land per unit	Unit	\$3,205	\$5,095
8,000–9,999	sq. ft. of land per unit	Unit	\$3,390	\$5,365
10,000–13,999	sq. ft. of land per unit	Unit	\$3,770	\$5,910
14,000–19,999	sq. ft. of land per unit	Unit	\$4,400	\$6,805
20,000–29,999	sq. ft. of land per unit	Unit	\$5,440	\$8,160
30,000–39,999	sq. ft. of land per unit	Unit	\$6,750	\$9,745
40,000 +	sq. ft. of land per unit	Unit	\$8,095	\$11,225
Agricultural				
Impervious Surface Area Under 10% of Lot		Exempt		
Impervious Surface Area More than 10% of Lot	Acre	\$41,165		

On single-family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single-Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII—FEE PAYMENT. The official having jurisdiction may accept cash or check, or when authorized by the District's Chief Engineer, other consideration, such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be paid into the County Treasury to the account of the drainage facilities fund established for the drainage area.

Monies collected for the drainage area shall be expended solely for land acquisition, construction, engineering, administration, repair, maintenance and operation or reimbursement for the same, in whole or in part, of planned drainage facilities within the drainage area. Said monies may also be used to reduce the principal or interest of any bonded indebtedness of the drainage area.

SECTION IX—CREDIT FOR PREVIOUS PAYMENT OF FEES. Drainage fees previously paid shall be credited as follows:

- A. Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- B. Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- C. Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

SECTION X—REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. Those fees established by this ordinance shall on January 1 of each year be automatically increased from the amount then applicable by the percentage change in the *Engineering News Record's* Construction Cost Index for the San Francisco Bay Area for the 12-month period ending with the September index of the immediately preceding calendar year.

SECTION XI—EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the name of supervisors voting for and against it in the Contra Costa Times, a newspaper published in this area.

PASSED AND ADOPTED ON 12/19, 2006, by the following vote:

AYES: SUPERVISORS PIEPHO, UILKEMA,
GLOVER, AND GIOIA

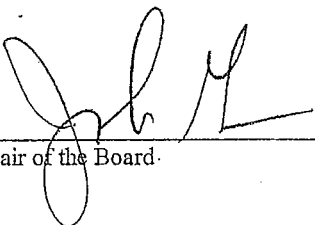
NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

DISTRICT IV SEAT VACANT

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


Chair of the Board

ATTESTED: December 19, 2006

JOHN CULLEN, Clerk of the Board of Supervisors and County Administrator

By K. Smitlaw, Deputy

Accounting

ORDINANCE NO. 94/ 75

AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 109

The Board of Supervisors of Contra Costa County as the governing body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION I. DRAINAGE PLAN. The drainage map entitled "Drainage Area 109, Boundary Map," dated July 1994, on file with the Clerk of the Board of Supervisors, is adopted as the drainage boundary map for the Contra Costa County Flood Control and Water Conservation District Drainage Area 109 pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix to the Water Code).

SECTION II. FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities such as those described in the engineer's report; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all representative drainage facilities described in the engineer's report; and that the drainage facilities anticipated are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III. EXEMPTIONS. The fee shall not be required for the following: 1) To replace a structure destroyed or damaged by fire, flood, winds or other act of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of ground coverage is not increased by more than 100 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV. FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owners granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V. BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction the fee shall be as set forth in Section VII. For single family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be \$310 per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including but not limited to driveways, walks, patios etc., the amount of net increase in

\$ 310 / . 35/2

impervious surface shall be subject to a fee of \$0.35 per square foot, but not to exceed the amount required under Section VII.

SECTION VI. SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII. FEE SCHEDULE

<u>Development Type</u>	<u>Building Permit</u>	<u>Subdivision</u>
<u>Commercial/Industrial/Downtown Office</u>	\$14,390/acre	\$15,460/acre
<u>Office (Medium):</u>	\$12,335/acre	\$13,785/acre
<u>Office (Light):</u>	\$10,320/acre	\$11,635/acre
<u>Multifamily Residential (Including Mobile Home Parks):</u>		
Less than 2,500 sq. ft. of land per unit	\$11,340/acre	\$11,340/unit
2,500 to 2,999 sq. ft. of land per unit	\$ 670/unit	\$ 670/unit
3,000 to 3,999 sq. ft. of land per unit	\$ 770/unit	\$ 770/unit
4,000 to 4,999 sq. ft. of land per unit	\$ 895/unit	\$ 895/unit
5,000 to 5,999 sq. ft. of land per unit	\$ 1,025/unit	\$ 1,025/unit
\$1,335/unit 6,000 to 6,999 sq. ft. of land per unit	\$ 1,150/unit	\$ 1,150/unit
7,000 to 7,999 sq. ft. of land per unit	\$ 1,275/unit	\$ 1,275/unit
8,000 + sq. ft. of land per unit	\$ 1,335/unit	\$ 1,335/unit
<u>Single Family Residential:</u>		
4,000 to 4,999 sq. ft. of land per unit	\$ 940/unit	\$ 1,510/unit
5,000 to 5,999 sq. ft. of land per unit	\$ 985/unit	\$ 1,570/unit
6,000 to 6,999 sq. ft. of land per unit	\$ 1,025/unit	\$ 1,635/unit
7,000 to 7,999 sq. ft. of land per unit	\$ 1,070/unit	\$ 1,700/unit
8,000 to 9,999 sq. ft. of land per unit	\$ 1,130/unit	\$ 1,790/unit
10,000 to 13,999 sq. ft. of land per unit	\$ 1,255/unit	\$ 1,970/unit
14,000 to 19,999 sq. ft. of land per unit	\$ 1,465/unit	\$ 2,270/unit
20,000 to 29,999 sq. ft. of land per unit	\$ 1,815/unit	\$ 2,720/unit
30,000 to 39,999 sq. ft. of land per unit	\$ 2,250/unit	\$ 3,250/unit
40,000 + sq. ft. of land per unit	\$ 2,700/unit	\$ 3,740/unit
<u>Agricultural:</u>		
Under 10% of lot impervious	EXEMPT	EXEMPT
More than 10% of lot impervious	\$ 13,720/acre of developed portion	

Single family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be: (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII. FEE PAYMENT. The official having jurisdiction may accept cash or check, or, when authorized by the District's Chief Engineer, other consideration such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be deposited to the County Treasury to the account of the drainage facilities fund established for the drainage area. Monies in said fund shall be expended solely for land acquisition, construction, engineering, administration, repair maintenance and operation or reimbursement for the same, in whole or in part, of planned drainage facilities within the drainage area or to reduce the principal or interest of any bonded indebtedness of the drainage area.

SECTION IX: CREDIT. Drainage fees previously paid shall be credited as follows:

- a) Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- b) Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- c) Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

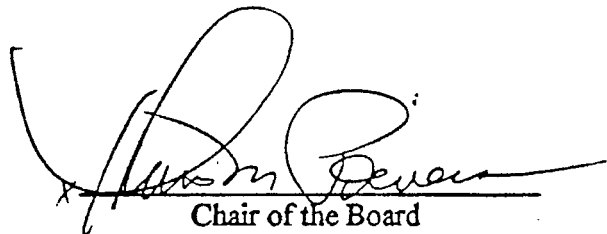
SECTION X. EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage shall be published once with the names of supervisors voting for and against it in the "Brentwood News," a newspaper published in this area.

PASSED AND ADOPTED ON December 20, 1994, by the following vote:

AYES: Supervisors Smith, Bishop, DeSaulnier, Torlakson and Powers

NOES: None

ABSENT: None



Chair of the Board

ATTEST: PHIL BATCHELOR, Clerk of the
Board of Supervisors and
County Administrator

By: Barbara Sidari
Deputy

ORDINANCE NO. 2007-06

AN ORDINANCE OF THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
ESTABLISHING DRAINAGE FEES IN THE
CONTRA COSTA COUNTY FLOOD CONTROL
AND
WATER CONSERVATION DISTRICT
DRAINAGE AREA 130

The Board of Supervisors of Contra Costa County as the Governing Body of the Contra Costa County Flood Control and Water Conservation District does ordain as follows:

SECTION I—DRAINAGE PLAN. The drainage plan and map entitled "Drainage Area 130, Boundary Map and Drainage Plan," dated **January 29, 2007**, on file with the Clerk of the Board of Supervisors, is adopted as the drainage plan for the Contra Costa County Flood Control and Water Conservation District Drainage Area 130 pursuant to Sections 12.2 and 12.3 of the Contra Costa County Flood Control and Water Conservation District Act (Chapter 63 of West's Appendix of the Water Code).

SECTION II—FINDINGS. This Board finds and determines that said drainage area has inadequate drainage facilities; that future subdivision and development of property within said drainage area will have a significant adverse impact on existing and future developments; that development of property within the drainage area, with its resultant increase in impervious surfaces, will require the construction of facilities described in the drainage plan; that the fees herein provided to be charged are uniformly applied on a square foot of impervious surface basis and fairly apportioned within said drainage area on the basis of benefits conferred on property upon which additional impervious surfaces in said drainage area are constructed; that the estimated total of all fees collectible hereunder does not exceed the estimated total costs of all drainage facilities shown on the drainage plan; and that the drainage facilities planned are in addition to existing drainage facilities already serving the drainage area at the time of the adoption of the drainage plan.

SECTION III—EXEMPTIONS. The fee shall not be required for the following: 1) To replace a structure destroyed or damaged by fire, flood, winds or other acts of God, provided the resultant structure has the same, or less impervious surface as the original structure; 2) To modify structures or other impervious surfaces, provided the amount of ground coverage is not increased by more than 100 square feet; 3) To convey land to a government agency, public entity, public utility, or abutting property owner where a new building lot or site is not created as a result of the conveyance; or 4) Any lot or property for which drainage fees have been fully paid previously.

SECTION IV—FEE DEFERMENT. On lots greater than two acres in size, the property owner can defer the payment of the fee on the portion of the lot in excess of two acres that is not a required part of the pending development. The deferment of fee is conditional on the property owner's granting, as collateral, the development rights to the Board of Supervisors for said area of deferred fee until such time as the fee is paid.

SECTION V—BUILDING PERMITS. Except as permitted under Section III and IV, the Contra Costa County or the city official having jurisdiction shall not issue any building permit for construction within the drainage area until the required drainage fee has been paid. For initial construction, the fee shall be as set forth in Section VII. For single-family residential swimming pools on lots for which the drainage fee has not been paid, the fee shall be **\$493** per pool. For other construction, modifications or replacements to an existing facility that cause an increase in impervious surface, including, but not limited to, driveways, walks, patios, etc., the amount of net increase in impervious surface shall be subject to a fee of **\$0.56** per square foot, but not to exceed the amount required under Section VII.

SECTION VI—SUBDIVISIONS. Except as permitted under Sections III and IV, the subdivider shall pay the drainage fee on the entire proposed subdivision or on each individual unit for which a final or parcel map is filed prior to recordation of said map. Town house, condominium, and cluster housing type subdivisions creating individual lots less than 4,000 square feet shall be treated as multifamily residential and the lot size used in determining the "square feet of land per unit" shall be the lot size prior to subdividing. Except as noted above, the fee for all other subdivisions shall be calculated on an individual lot basis. The fee amount shall be as set forth in Section VII.

SECTION VII—FEE SCHEDULE

		Unit Measure	Building Permit	Subdivision
Commercial/Industrial/Downtown Office		Acre	\$23,027	\$24,735
Office (Medium)		Acre	\$19,734	\$22,053
Office (Light)		Acre	\$16,514	\$18,614
Multifamily Residential (Including Mobile Home Parks)				
Less Than 2,500	sq. ft. of land per unit	Acre	\$18,144	\$18,144
2,500–2,999	sq. ft. of land per unit	Unit	\$1,075	\$1,075
3,000–3,999	sq. ft. of land per unit	Unit	\$1,232	\$1,232
4,000–4,999	sq. ft. of land per unit	Unit	\$1,434	\$1,434
5,000–5,999	sq. ft. of land per unit	Unit	\$1,641	\$1,641
6,000–6,999	sq. ft. of land per unit	Unit	\$1,842	\$1,842
7,000–7,999	sq. ft. of land per unit	Unit	\$2,038	\$2,038
8,000 +	sq. ft. of land per unit	Unit	\$2,139	\$2,139

SECTION VII—FEE SCHEDULE (Continued)

		Unit Measure	Building Permit	Subdivision
Single-Family Residential				
4,000–4,999	sq. ft. of land per unit	Unit	\$1,506	\$2,414
5,000–5,999	sq. ft. of land per unit	Unit	\$1,574	\$2,514
6,000–6,999	sq. ft. of land per unit	Unit	\$1,641	\$2,615
7,000–7,999	sq. ft. of land per unit	Unit	\$1,708	\$2,716
8,000–9,999	sq. ft. of land per unit	Unit	\$1,809	\$2,862
10,000–13,999	sq. ft. of land per unit	Unit	\$2,010	\$3,153
14,000–19,999	sq. ft. of land per unit	Unit	\$2,346	\$3,629
20,000–29,999	sq. ft. of land per unit	Unit	\$2,901	\$4,351
30,000–39,999	sq. ft. of land per unit	Unit	\$3,601	\$5,197
40,000 +	sq. ft. of land per unit	Unit	\$4,318	\$5,986
AGRICULTURAL				
Impervious Surface Area Under 10% of Lot			Exempt	
Impervious Surface Area More than 10% of Lot		Acre	\$21,954	

On single-family lots, barns and sheds in excess of 400 square feet and tennis and sports courts shall not be considered as incidental residential facilities included in the above fee schedule. The drainage fee for the portion of these facilities in excess of 400 square feet shall be calculated using the square foot fee in Section V, and it shall be in addition to the above fee amounts.

For the purpose of this ordinance, subject to Section VI, lot size shall be (1) for existing lots, that land shown on the latest equalized assessment roll as a lot; or (2) for new subdivision lots, that land shown on the final or parcel map as a lot. The fee amounts under "Single-Family Residential" shall apply to lots containing only one dwelling unit. For multifamily residential (including mobile home parks) the "square feet of land per unit" shall be the quotient obtained by dividing the lot size in square feet by the number of dwelling units proposed to be on the lot.

SECTION VIII—FEE PAYMENT. The official having jurisdiction may accept cash or check, or when authorized by the District's Chief Engineer, other consideration, such as actual construction of a part of the planned drainage facilities by the applicant or his principal. All fees collected hereunder shall be paid into the County Treasury to the account of the drainage facilities fund established for the drainage area.

Monies in said fund shall be expended solely for land acquisition, construction, engineering, administration, repair, maintenance and operation or reimbursement for the same, in whole or in part, of planned drainage facilities within the drainage area. Said monies may also be used to reduce the principal or interest of any bonded indebtedness of the drainage area.

SECTION IX—CREDIT FOR PREVIOUS PAYMENT OF FEES. Drainage fees previously paid shall be credited as follows:

- A. Where drainage fees have been paid under a former drainage fee ordinance based on acreage, fees shall not be required under Section VII for any part of the total area for which the fee was paid, except in the case of a resubdivision.
- B. Where drainage fees have been paid under this ordinance or another drainage fee ordinance based on impervious surface, fees shall not be required under Section VII for the total impervious surface area for which the fee was paid. However, fees shall be payable under Section VII for any additional impervious surface area.
- C. Where drainage fees have been paid other than pursuant to an adopted drainage fee ordinance, the dollar amount of the fee paid for the development site in question shall be credited against the fees payable under Section VII.

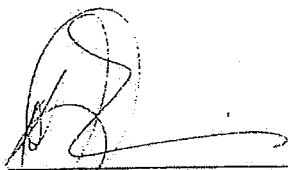
SECTION X—REVIEW OF FEES. Project cost estimates shall be reviewed every year that this ordinance is in effect. Those fees established by this ordinance shall on January 1 of each year be automatically increased or decreased from the amount then applicable by the percentage change in the *Engineering News Record's* Construction Cost Index for the 12-month period ending with the September index of the immediately preceding calendar year.

SECTION XI—EFFECTIVE DATE. This ordinance becomes effective 60 days after passage, and within 15 days of passage, shall be published once with the name of supervisors voting for and against it in the Contra Costa Times, a newspaper published in this area.

PASSED AND ADOPTED ON 9-11, 2007, by the following vote:

AYES: GIOIA, UILKEMA, BONILLA, GLOVER, & PIEPHO
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

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


Chair of the Board

ATTESTED: September 11, 2007

JOHN CULLEN, Clerk of the Board of Supervisors and County Administrator

By K Sinclair, Deputy



Contra Costa County

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: November 5, 2019

Subject: Contra Costa Airports-Authorization to Negotiate Ground Lease & Development Terms for Approximately 3 Acres of County-Owned Land at the Byron Airport

RECOMMENDATION(S):

AUTHORIZE the Director of Airports, or designee, to negotiate a long-term ground lease and development terms between the County, as Landlord, and Mark Scott Construction, Inc., as the developer, for approximately 3 acres of land at the north corner of Falcon Way and Eagle Court at the Byron Airport.

FISCAL IMPACT:

There is no negative impact on the General Fund. The Airport Enterprise Fund could realize lease and other revenues. The County General Fund could realize sales tax and other revenues if a lease is successfully negotiated

BACKGROUND:

The development site is approximately 3-acres of vacant land owned by the County and located on the southwest side of Byron Airport generally at the north corner of Falcon Way and Eagle Court. The parcel is designated for aviation use on the Updated Airport Layout Plan for the Byron Airport.

The Airport Division of the Contra Costa County Public Works Department - Airports Division received a letter

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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)

of interest from Mark Scott Construction, Inc. to lease and develop the property for aviation use.

In accordance with the Airport Division's standard, the Airport Division solicited for competitive interest in developing the parcel prior to making a developer selection. This solicitation of competitive interest was transmitted to the current commercial tenants of both County airports and to those persons who have asked to be included on a list of developers interested in developing land at either of the County airports. The County did not receive any other letters of interest to develop this property.

Consistent with the master developer selection process that was approved by the Board of Supervisors on May 23, 2006, projects without a competitive interest are to proceed with the traditional environmental review and lease development processes. The aviation development project will be presented to the Aviation Advisory Committee, the Airport Committee, and any other stakeholder to enhance community relations and collaborative relationships.

Negotiation of lease terms would expand economic activity, provide additional revenues to the Airport Enterprise Fund, and expand aviation-related facilities and services at the Byron Airport. A business proposal must be consistent with the Airport Master Plan and General Plan for consideration. The proposed aviation development is consistent with the Byron Airport Master Plan and General Plan.

Unless and until a final lease agreement is fully executed by all parties, this Board Order, any draft lease agreement, other communications or conduct of the parties shall have absolutely no legal effect, may not be used to impose any legally binding obligation on the County and may not be used as evidence of any oral or implied agreement between the parties or as evidence of the terms and conditions of any implied agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Delay in initiating the developer selection process will result in a delay of developing vacant land at Byron Airport and may negatively impact the Airport Enterprise Fund and County General Fund



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Deborah Abley, Melissa Avignon-Redford, Antonio Barajas & CSAA Insurance Exchange, Leah Burris, Oleksiy Demidov & minor E.D., William Ionescu, Joshua Laine, Monica J. Lopez, Doug MacMaster, Pamela McAusland, Joaquin Shaw, Lynn Soloway, M.S., a minor, T.Noel Sylve, and Anjali Ward & Shaun VanMeter. DENY amended claim filed by Leah Burris.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Deborah Abley: Personal injury claim arising out of alleged inadequate medical care in the amount of \$150,000.

Melissa Avignon-Redford: Property claim for damage to personal property in the amount of \$558.90.

Antonio Barajas & CSAA Insurance Exchange: Property claim for damage to vehicle arising out of motor vehicle accident involving County employee in the amount of \$2,101.54

Leah Burris: Personal injury claim (and amended claim) arising out of medical care in an amount to be determined.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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)

Oleksiy Demidov & minor E.D.: Personal injury claim for wrongful death due to alleged negligence in an amount to exceed \$25,000.

William Ionescu: Personal injury claim for damages arising out of prosecution in an amount to exceed \$10,000.

Joshua Laine: Personal injury claim for damages arising out of prosecution in an amount to exceed \$10,000.

Monica J. Lopez: Property claim for lost personal property in the amount of \$250.

Doug MacMaster: Claim arising out of payment of wages in an amount to be determined.

Pamela McAusland: Personal injury claim for injuries arising out of medical care in an unknown amount.

Joaquin Shaw: Personal injury claim for injuries arising out of an arrest in an amount to exceed \$25,000.

Lynn Soloway: Personal injury claim arising out of termination of employment in an amount to exceed \$10,000.

M.S., a minor: Personal injury claim for injuries arising out of medical care in an amount to be determined.

T. Noel Sylve: Property claim for damage to vehicle in the amount of \$990.

Anjali Ward & Shaun VanMeter: Personal injury claim for injuries arising out of an arrest in the amount of \$50,000,000.

Leah Burris: Personal injury claim (and amended claim) for injuries arising out of medical care in an amount to be determined.



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: November 5, 2019

Subject: Resolution recognizing Nicholas Paul Couture for earning his Eagle Scout.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stephanie Mello, Deputy

Contact: Lauri 957-8860

cc:

AGENDA ATTACHMENTS

Resolution 2019/615

MINUTES ATTACHMENTS

Signed Resolution No.

2019/615

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

In the matter of:

Resolution No. 2019/615

recognizing Nicholas Paul Couture for earning his Eagle Scout.

Nick Couture began his scouting path nine years ago, starting as a Cub Scout in Pack 36, Den 3, in 2010; and

Whereas, after going through the ranks of Wolf and Bear, Nick became a Webelos Scout and earned the Arrow of Light Award, and became a Boy Scout in February 2013, joining Troop 803; and in April, 2015 he became a Life Scout ; and

Whereas, Nick has held a number of leadership positions in Troop 803, including being Assistant Patrol Leader, Librarian, and as Assistant Senior Patrol Leader he was Crew Leader at the Philmont 80-mile backpacking trip through the Rocky Mountain Range in the summer of 2017; and

Whereas, Nick worked diligently on his Eagle Scout Project, building eight planter box covers for the Green Valley Elementary School garden, he completed 28 merit badges and earned his Eagle Scout Award in September, 2019; and

Whereas, Nick also obtained his Bronze Palm on September 23, 2019 by earning an additional five merit badges beyond those required for his Eagle Scout Award; and

Whereas, Nick was fortunate to be born into a family with a legacy of service, with his grandmother, the Honorable Gayle B. Uilkema, dedicating her life to not only raising her two accomplished daughters, but selflessly serving her community while on the Lafayette Parks and Recreation Committee, sitting on the Lafayette City Council for 19 years, including four terms as Mayor, and on the Contra Costa County Board of Supervisors for 16 years; and

Whereas, Nick's grandmother, the Honorable Gayle B. Uilkema, was always so proud of all her grandchildren's achievements, and would be especially delighted with this great accomplishment of Nick becoming an Eagle Scout

that the Contra Costa County Board of Supervisors does hereby honor Nicholas Couture, Boy Scout Troop 803, For his accomplishments leading to the Boy Scout's highest rank, Eagle Scout.

JOHN GIOIA

Chair, 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: November 5, 2019

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

C.6

In the matter of recognizing Nicholas Paul Couture for
earning his Eagle Scout

Resolution No. 2019/615

WHEREAS, Nick Couture began his scouting path nine years ago, starting as a Cub Scout in Pack36, Den 3, in 2010; and

WHEREAS, after going through the ranks of Wolf and Bear, Nick became a Webelos Scout and earned the Arrow of Light Award, and became a Boy Scout in February 2013, joining Troop 803; and in April, 2015 he became a Life Scout; and

WHEREAS, Nick has held a number of leadership positions in Troop 803, including being Assistant Patrol Leader, Librarian, and as Assistant Senior Patrol Leader he was Crew Leader at the Philmont 80-mile backpacking trip through the Rocky Mountain Range in the summer of 2017; and

WHEREAS, Nick worked diligently on his Eagle Scout Project, building eight planter box covers for the Green Valley Elementary School garden, he completed 28 merit badges and earned his Eagle Scout Award in September, 2019; and

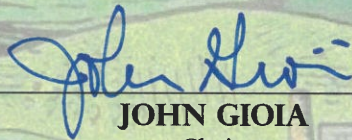
WHEREAS, Nick also obtained his Bronze Palm on September 23, 2019 by earning an additional five merit badges beyond those required for his Eagle Scout Award; and

WHEREAS, Nick was fortunate to be born into a family with a legacy of service, with his grandmother, the Honorable Gayle B. Uilkema, dedicating her life to not only raising her two accomplished daughters, but selflessly serving her community while on the Lafayette Parks and Recreation Committee, sitting on the Lafayette City Council for 19 years, including four terms as Mayor, and on the Contra Costa County Board of Supervisors for 16 years; and


WHEREAS, Nick's grandmother, the Honorable Gayle B. Uilkema, was always so proud of all her grandchildren's achievements, and would be especially delighted with this great accomplishment of Nick becoming an Eagle Scout.

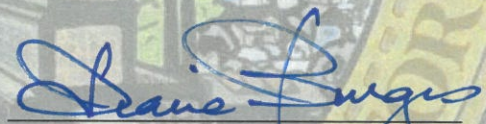
NOW, THEREFORE, BE IT **RESOLVED** that the Board of Supervisors of Contra Costa County does hereby honor Nicholas Couture, Boy Scout Troop 803, For his accomplishments leading to the Boy Scout's highest rank, Eagle Scout.

PASSED by a unanimous vote of the Board of Supervisors members present this 5th day of November, 2019.

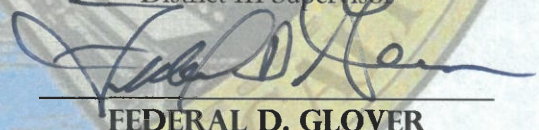

JOHN GIOIA

Chair,
District I Supervisor


CANDACE ANDERSEN
District II Supervisor


DIANE BURGIS
District III Supervisor

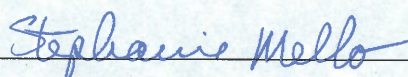

KAREN MITCHOFF
District IV Supervisor

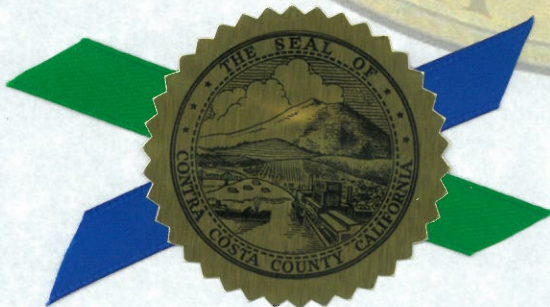

FEDERAL D. GLOVER
District V Supervisor

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: November 5, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy





Contra Costa County

To: Board of Supervisors
 From: Diane Burgis, District III Supervisor
 Date: November 5, 2019

Subject: Resolution to honor the 100th Anniversary of Markstein Sales Company, as recommended by Supervisor Diane Burgis

☒ APPROVE
 ☐ OTHER
☒ RECOMMENDATION OF CNTY ADMINISTRATOR
 ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stephanie Mello, Deputy

Contact: 9252524500

cc:

AGENDA ATTACHMENTS

Resolution 2019/616

MINUTES ATTACHMENTS

Signed Resolution No.

2019/616

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

In the matter of:

Resolution No. 2019/616

The 100th Anniversary of Markstein Sales Company

WHEREAS, it is fitting that the members of this Board of Supervisors should recognize and commend those exemplary businesses that, through an abiding commitment to excellence, have contributed greatly to Contra Costa County for many years; and

WHEREAS, Markstein Sales Company is one such outstanding business, which celebrated one hundred years of dedicated service to the good people of Contra Costa County on September 28, 2019;

and WHEREAS, founded by Albert R. Markstein Sr. just prior to prohibition and furthermore, kept the business alive through innovation and creative sales techniques such as selling apple cider, soft drinks and near beer;

and WHEREAS, Albert R. Markstein Sr. started this company in 1919 with just a horse, a wagon and six cases of beer. Now, a century later, we are distributing over four million cases of beer annually, with a fleet of 35 trucks;

and WHEREAS, Now, 100 years later, the company is one of a small number of family-owned, women-owned businesses with Albert Markstein's granddaughter Laura Markstein now serving as president of the company;

and WHEREAS, today, the company represents products from more than 30 breweries and 10 non-alcoholic beverage companies, encompassing more than 500 beverage brands;

and WHEREAS, robust growth and economic vitality have been the hallmarks of Markstein Sales Company throughout its illustrious one hundred-year history; since its inception, the business continues to support the local community through event sponsorships and donations, scholarships, annual food drives, partnerships with local first responders and community involvement;

and WHEREAS, the company represents products from more than 30 breweries and 10 non-alcoholic beverage companies, encompassing more than 500 beverage brands.;

and WHEREAS, Albert Markstein was a visionary who saw the importance of providing an education for Latino youth, who would in turn, make a big contribution to their community. He and his wife Bertha were co-founders of Hispanic Community Affairs Council's scholarship program;

and WHEREAS, Markstein Sales Company is a fourth-generation, woman-owned and operated wholesale beverage distributor based in Antioch, Calif. Founded in 1919

with just a horse, a wagon and six cases of beer, Markstein is now in its 100th year and distributing over four million cases annually; now, therefore,

We, The Board of Supervisors do hereby proclaim that we honor and congratulate Markstein Sales Company on the celebration of the company’s 100th anniversary, applaud its ongoing legacy of integrity and commitment to excellence, and wish it much continued success in the future. Proclaimed in Contra Costa County, on this the 28th day of September 2019.

JOHN GIOIA
Chair, 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: November 5, 2019

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

C.7

In the matter of launching the 100th Anniversary of Markstein Sales Company

Resolution No. 2019/616

WHEREAS, it is fitting that the members of this Board of Supervisors should recognize and commend those exemplary businesses that, through an abiding commitment to excellence, have contributed greatly to Contra Costa County for many years; and

WHEREAS, Markstein Sales Company is one such outstanding business, which celebrated one hundred years of dedicated service to the good people of Contra Costa County on September 28, 2019; and

WHEREAS, founded by Albert R. Markstein Sr. just prior to prohibition and furthermore, kept the business alive through innovation and creative sales techniques such as selling apple cider, soft drinks and near beer; and

WHEREAS, Albert R. Markstein Sr. started this company in 1919 with just horse, a wagon and six cases of beer. Now, a century later, we are distributing over four million cases of beer annually, with a fleet of 35 trucks; and

WHEREAS, Now, 100 years later, the company is one of a small number of family-owned, women-owned businesses with Albert Markstein's granddaughter Laura Markstein now serving as president of the company; and

WHEREAS, today, the company represents products from more than 30 breweries and 10 non-alcoholic beverage companies, encompassing more than 500 beverage brands; and

WHEREAS, robust growth and economic vitality have been the hallmarks of Markstein Sales Company throughout its illustrious one hundred-year history; since its inception, the business continues to support the local community through event sponsorships and donations, scholarships, annual food drives, partnerships with local first responders and community involvement; and

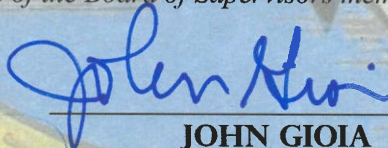
WHEREAS, the company represents products from more than 30 breweries and 10 non-alcoholic beverage companies, encompassing more than 500 beverage brands.; and

WHEREAS, Albert Markstein was a visionary who saw the importance of providing an education for Latino youth, who would in turn, make a big contribution to their community. He and his wife Bertha were co-founders of Hispanic Community Affairs Council's scholarship program; and

WHEREAS, Markstein Sales Company is a fourth-generation, woman-owned and operated wholesale beverage distributor based in Antioch, Calif. Founded in 1919 with just a horse, a wagon and six cases of beer, Markstein is now in its 100th year and distributing over four million cases annually; now, therefore.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim that we honor and congratulate Markstein Sales Company on the celebration of the company's 100th anniversary, applaud its ongoing legacy of integrity and commitment to excellence, and wish it much continued success in the future.

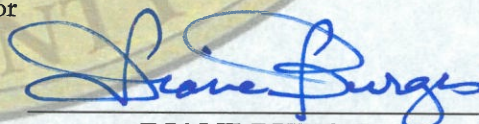
PASSED by a unanimous vote of the Board of Supervisors members present this 5th day of November, 2019.


JOHN GIOIA

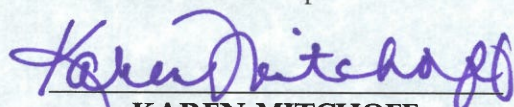
Chair,
District I Supervisor



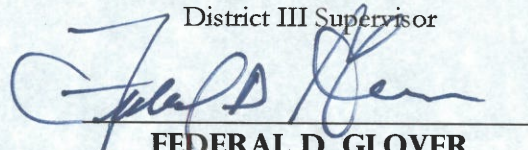
CANDACE ANDERSEN
District II Supervisor



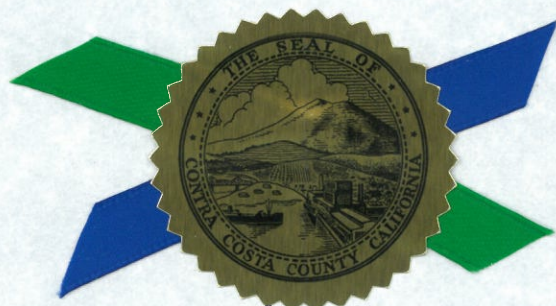
DIANE BURGIS
District III Supervisor



KAREN MITCHOFF
District IV Supervisor



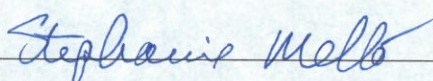
FEDERAL D. GLOVER
District V Supervisor



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: November 5, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy



Contra Costa County

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: November 5, 2019

Subject: 2019 Holiday Food Fight

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stephanie Mello, Deputy

Contact: Stacey Durocher,
 925.335.1703

cc:

AGENDA ATTACHMENTS

Resolution 2019/622

MINUTES ATTACHMENTS

Signed Resolution No.

2019/622

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

In the matter of:

Resolution No. 2019/622

launching the "2019 Counties Care Holiday Food Fight"

WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County project, works heroically on the front line of the daily effort to address this issue, providing food to approximately 119,000 residents in Contra Costa County on a monthly basis; and

WHEREAS, one in seven people in this County need the Food Bank's assistance at this time; and

WHEREAS, climate, power outages, devastating fires, housing shortages, skyrocketing rents and other societal pressures create extra demands on the Food Bank's budget, due to reduced access to fresh produce, as well as the necessity to serve people needing extra help to make ends meet and navigate their changing situations; and

WHEREAS, the Food Bank is enabled, by our monetary donations, to purchase and distribute fresh produce, which makes up nearly 55% of everything they dispense to our neighbors; and

WHEREAS, approximately 6,530 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have themselves in that time span raised approximately \$1.4 million in this effort; and

WHEREAS, the 2019 Counties Care - Holiday Food Fight will take place between November 18 and December 31, 2019; and

WHEREAS, County employees encourage the public to participate in the "2019 Counties Care - Holiday Food Fight" between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Contra Costa County hereby recognizes this great and constant need in the community, and commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby officially continues the annual challenge with Solano County and kicks off the "2019 Counties Care - Holiday Food Fight" and BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County hereby encourages all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

JOHN GIOIA

Chair, 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: November 5, 2019

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

PR.1, C.8

In the matter of launching the "2019 Counties Care
Holiday Food Fight"

Resolution No. 2019/622

WHEREAS, the Food Bank of Contra Costa and Solano, which originated as a Contra Costa County project, works heroically on the front line of the daily effort to address this issue, providing food to approximately 119,000 residents in Contra Costa County on a monthly basis; and

WHEREAS, one in seven people in this County need the Food Bank's assistance at this time; and

WHEREAS, climate, power outages, devastating fires, housing shortages, skyrocketing rents and other societal pressures create extra demands on the Food Bank's budget, due to reduced access to fresh produce, as well as the necessity to serve people needing extra help to make ends meet and navigate their changing situations; and

WHEREAS, the Food Bank is enabled, by our monetary donations, to purchase and distribute fresh produce, which makes up nearly 55% of everything they dispense to our neighbors; and

WHEREAS, approximately 6,530 employees of Contra Costa County, in virtually every department, have since 2002 been holding this annual drive to serve the residents of Contra Costa County who are in need of a helping hand, and have themselves in that time span raised approximately \$1.4 million in this effort; and

WHEREAS, the "2019 Counties Care Holiday Food Fight" will take place between November 18 and December 31, 2019; and

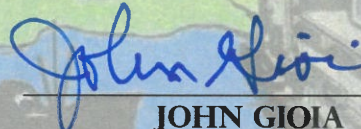
WHEREAS, County employees encourage the public to participate in the "2019 Counties Care Holiday Food Fight" between the employees of Contra Costa and Solano counties by donating generously and often to the Food Bank of Contra Costa and Solano online in a corresponding "people-to-people" challenge.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize this great and constant need in the community, and commends, encourages, and challenges employees and residents of Contra Costa and Solano counties to open their hearts and wallets to assist the Food Bank of Contra Costa and Solano and its client organizations during the coming holiday season; and

BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County does hereby officially continue the annual challenge with Solano County and kick off the "2019 Counties Care Holiday Food Fight" and

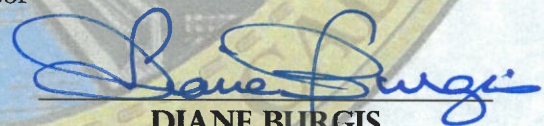
BE IT FURTHER RESOLVED that the Board of Supervisors of Contra Costa County does hereby encourage all citizens of Contra Costa and Solano counties to extend the generous holiday spirit throughout the year to help those less fortunate.

PASSED by a unanimous vote of the Board of Supervisors members present this 5th day of November, 2019.

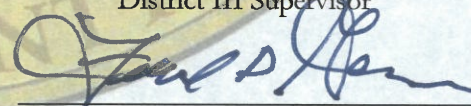

JOHN GIOIA

Chair,
District I Supervisor


CANDACE ANDERSEN
District II Supervisor


DIANE BURGIS
District III Supervisor


KAREN MITCHOFF
District IV Supervisor

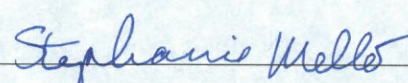

FEDERAL D. GLOVER
District V Supervisor



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: November 5, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Homelessness Awareness Month

RECOMMENDATION(S):

ADOPT Resolution No. 2019/624 declaring November as Homelessness Awareness month in Contra Costa County.

BACKGROUND:

Hunger and Homelessness Awareness Week, sponsored by the National Coalition for the Homeless, is November 16-24, 2019. This dedicated week offers the opportunity to call attention to the problems of hunger and homelessness across the nation. Throughout the month of November, the Council on Homelessness will join the national effort to highlight the various housing and homelessness issues in our community and showcase the myriad efforts within the homeless Continuum of Care that is making a real impact on reducing homelessness.

In Contra Costa, we are marking this month in a number of ways including; development of a Homelessness Awareness Toolkit to support community engagement on the issue of homelessness through education, advocacy, and service; supporting community member advocacy with their local elected officials on the issue of homelessness; and awarding an Outstanding Landlord, Outstanding Volunteer, Outstanding Jurisdictions and Innovative Project/Program for helping improve the lives of people affected by homelessness. The awardees are Outstanding Landlord: Lito Calimlim; Outstanding Volunteer: Ken Rickner of Showerhouse Ministries; Outstanding Jurisdiction: City of Martinez and Innovative Project/Program: Rapid Resolution program staffed by Hume Center.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stephanie Mello, Deputy

Contact: Lavonna Martin,
925-608-6701

cc: Marcy Wilhelm, Juliana Mondragon

AGENDA ATTACHMENTS

Resolution 2019/624

MINUTES ATTACHMENTS

Signed Resolution No.

2019/624

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

In the matter of:

Resolution No. 2019/624

Proclaiming November as Homelessness Awareness Month

WHEREAS, the month of November is recognized as Homelessness Awareness Month in the United States; and
WHEREAS, the purpose of the proclamation is to educate the public and advocate with and on behalf of people experiencing homelessness about the many reasons people are homeless, including the shortage of affordable housing in Contra Costa County; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and
WHEREAS, there are over twenty organizations in Contra Costa committed to sheltering, providing supportive services, and/or basic resources to people experiencing homelessness; and
WHEREAS, Contra Costa County recognizes that homelessness continues to be a serious problem for many individuals and families in Contra Costa; and
WHEREAS, 6,924 individuals accessed homeless services in Contra Costa in 2018; and
WHEREAS, 600 families, including 1,103 minors, accessed homeless services in Contra Costa in 2018; and
WHEREAS, 36% of homeless veterans in Contra Costa (178 out of 496 homeless veterans) have been homeless for 12 months or more; and
WHEREAS 659 seniors over the age of 62 accessed homeless services in 2018; and
WHEREAS, Contra Costa has only 28% of shelter capacity needed for single adults; and
WHEREAS, In Contra Costa, renters need to earn nearly 3 times the local minimum wage to afford the median monthly asking rent of \$2,286; and
WHEREAS, a report by California Housing Partnership in 2019 found that Contra Costa County needs over 30,000 more affordable rental homes to meet the needs of its lowest income renters;

NOW, THEREFORE, BE IT RESOLVED that Contra Costa County hereby proclaims November as Homelessness Awareness Month.

BE IT FURTHER RESOLVED that Contra Costa County encourages all residents to recognize that thousands of people in Contra Costa do not have housing and need support from citizens and private/public nonprofit service entities to address the myriad challenges of homelessness.

1. Contra Costa County Homeless Continuum of Care 2018 Annual Report, p. 4, <https://cchealth.org/h3/coc/pdf/Annual-Report-2018.pdf>
2. Contra Costa County Homeless Continuum of Care 2018 Annual Report, p. 12 and 14 <https://cchealth.org/h3/coc/pdf/Annual-Report-2018.pdf?>
3. Contra Costa County Homeless Continuum of Care 2018 Annual Report, p. 16, <https://cchealth.org/h3/coc/pdf/Annual-Report-2018.pdf>
4. Contra Costa County Homeless Continuum of Care 2018 Annual Report, p. 14, <https://cchealth.org/h3/coc/pdf/Annual-Report-2018.pdf>
5. Contra Costa County Homeless Continuum of Care 2018 Annual Report, p. 29, <https://cchealth.org/h3/coc/pdf/Annual-Report-2018.pdf>
6. Contra Costa County's Housing Emergency Update, May 2019, <https://1p08d91kd0c03rlxhmhtydpr-wpengine.netdna-ssl.com/wp-content/uploads/2019/05/Contra-Costa-HNR-2019-Final.pdf>
7. Ibid

JOHN GIOIA

Chair, 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: November 5, 2019

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

PR.2, C.9

In the matter of proclaiming November
"Homelessness Awareness Month"

Resolution No. 2019/624

WHEREAS, the month of November is recognized as "Homelessness Awareness Month" in the United States; and

WHEREAS, the purpose of the proclamation is to educate the public and advocate with and on behalf of people experiencing homelessness about the many reasons people are homeless, including the shortage of affordable housing in Contra Costa County; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, there are over twenty organizations in Contra Costa committed to sheltering, providing supportive services, and/or basic resources to people experiencing homelessness; and

WHEREAS, Contra Costa County recognizes that homelessness continues to be a serious problem for many individuals and families in Contra Costa; and

WHEREAS, 6,924 individuals accessed homeless services in Contra Costa in 2018; and

WHEREAS, 600 families, including 1,103 minors, accessed homeless services in Contra Costa in 2018; and

WHEREAS, 36% of homeless veterans in Contra Costa (178 out of 496 homeless veterans) have been homeless for 12 months or more; and

WHEREAS, 659 seniors over the age of 62 accessed homeless services in 2018; and

WHEREAS, Contra Costa has only 28% of shelter capacity needed for single adults; and

WHEREAS, in Contra Costa, renters need to earn nearly 3 times the local minimum wage to afford the median monthly asking rent of \$2,286; and

WHEREAS, a report by California Housing Partnership in 2019 found that Contra Costa County needs over 30,000 more affordable rental homes to meet the needs of its lowest income renters.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim November "Homelessness Awareness Month".

PASSED by a unanimous vote of the Board of Supervisors members present this 5th day of November, 2019.



JOHN GIOIA
Chair,
District I Supervisor



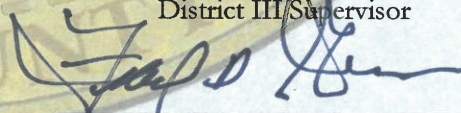
CANDACE ANDERSEN
District II Supervisor



DIANE BURGIS
District III Supervisor



KAREN MITCHOFF
District IV Supervisor



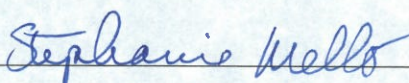
FEDERAL D. GLOVER
District V Supervisor



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: November 5, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: Adoption Awareness Month

RECOMMENDATION(S):

Adoption Awareness Month

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stephanie Mello, Deputy

Contact: Elaine Burres
608-4960

cc:

AGENDA ATTACHMENTS

Resolution 2019/626

MINUTES ATTACHMENTS

Signed Resolution No.

2019/626

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

In the matter of:

Resolution No. 2019/626

Adoption Awareness Month

WHEREAS, all children, infants, toddlers, school-aged and older youth, deserve a safe, loving and supportive environment and a place to call home; and

WHEREAS, Contra Costa County comes together as a community to celebrate our adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home; and

WHEREAS, in 2019 Children and Family Services (CFS), a bureau of the Employment and Human Services Department, completed its second non-minor dependent adoption; and

WHEREAS, in 2019, adoption was the permanency plan for more than 150 children in Contra Costa County, including adoptions by former foster parents, family members, and non-relatives, with one third of the children over eight years old; and

WHEREAS, in 2019, relatives adopted forty-six percent of the adopted children in Contra Costa County; and

WHEREAS, more than 1,600 families in the County are receiving adoption assistance and post-adoption support; and

WHEREAS, CFS' comprehensive recruitment efforts include attention toward filling the need for Resource Families specifically place older youth and those with complex needs; and

WHEREAS, adoptions are one of the successful outcomes that can play a role in preventing child abuse and neglect; and

WHEREAS, adopted children and teens need extra patience and support to help them overcome previous hardships, obtain stable home environments, or receive placements as part of a sibling group; and

WHEREAS many of these children have special needs related to physical, mental or emotional disabilities and need the support that adoptive families can provide; and

WHEREAS, there are families able and willing to adopt children who have a range of needs; and

WHEREAS, there are no restrictions on who can adopt based on race, ethnicity, religion, physical ability, income, sexual orientation or expression, gender identity, marital status; and

WHEREAS, adoption of children by family members encourages increased stability,

higher levels of permanency, more likelihood of staying connected to siblings, greater preservation of cultural identity, and positive behavioral and mental health outcomes due to placements with relative caregivers; and

WHEREAS, the many children in our local foster care program need and deserve the security and nurturing of permanent families, whether they are related or not; and

WHEREAS, Children and Family Services in Contra Costa County offers concurrent planning, enabling the placement of children in a potential adoptive home while working with the birth family to help overcome challenges and support reunification efforts.

NOW, THEREFORE, BE IT RESOLVED: we, the Board of Supervisors, do proclaim November as Adoption Awareness Month in Contra Costa County.

JOHN GIOIA
Chair, 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: November 5, 2019

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

PR.3, C.10

In the matter of "Adoption Awareness Month"

Resolution No. 2019/626

WHEREAS, all children, infants, toddlers, school-aged and older youth, deserve a safe, loving and supportive environment and a place to call home; and

WHEREAS, Contra Costa County comes together as a community to celebrate our adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home; and

WHEREAS, in 2019 Children and Family Services (CFS), a bureau of the Employment and Human Services Department, completed its second non-minor dependent adoption; and

WHEREAS, in 2019, adoption was the permanency plan for more than 150 children in Contra Costa County, including adoptions by former foster parents, family members, and non-relatives, with one third of the children over eight years old; and

WHEREAS, in 2019, relatives adopted forty-six percent of the adopted children in Contra Costa County; and

WHEREAS, more than 1,600 families in the County are receiving adoption assistance and post-adoption support; and

WHEREAS, CFS' comprehensive recruitment efforts include attention toward filling the need for Resource Families specifically to place older youth and those with complex needs; and

WHEREAS, adoptions are one of the successful outcomes that can play a role in preventing child abuse and neglect; and

WHEREAS, adopted children and teens need extra patience and support to help them overcome previous hardships, obtain stable home environments, or receive placements as part of a sibling group; and

WHEREAS, many of these children have special needs related to physical, mental or emotional disabilities and need the support that adoptive families can provide; and

WHEREAS, there are families able and willing to adopt children who have a range of needs; and

WHEREAS, there are no restrictions on who can adopt based on race, ethnicity, religion, physical ability, income, sexual orientation or expression, gender identity, or marital status; and

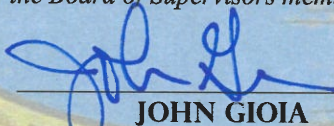
WHEREAS, adoption of children by family members encourages increased stability, higher levels of permanency, more likelihood of staying connected to siblings, greater preservation of cultural identity, and positive behavioral and mental health outcomes due to placements with relative caregivers; and


WHEREAS, the many children in our local foster care program need and deserve the security and nurturing of permanent families, whether they are related or not; and


WHEREAS, Children and Family Services in Contra Costa County offers concurrent planning, enabling the placement of children in a potential adoptive home while working with the birth family to help overcome challenges and support reunification efforts.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim November as "Adoption Awareness Month" in Contra Costa County.

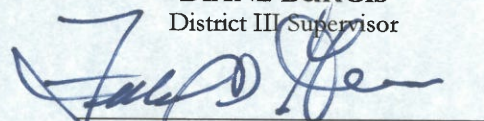
PASSED by a unanimous vote of the Board of Supervisors members present this 5th day of November, 2019.


JOHN GIOIA
Chair,
District I Supervisor


CANDACE ANDERSEN
District II Supervisor


DIANE BURGIS
District III Supervisor

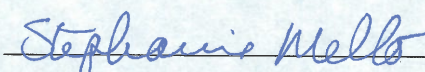

KAREN MITCHOFF
District IV Supervisor


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: November 5, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy





**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: Resolution of Intention to Form Zone 1007 of County Service Area P-6 in the Pacheco area of the County. (District V)

RECOMMENDATION(S):

1. ADOPT Resolution No. 2019/609, initiating proceedings for the formation of a new zone, Zone 1007, within County Service Area P-6, in the Pacheco area of the County.
2. FIX a public hearing for December 10, 2019, at 9:30 a.m., on the formation of Zone 1007 within County Service Area P-6.
3. FIX a public hearing for December 10, 2019, at 9:30 a.m., to consider the adoption of Ordinance 2019-29, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 1007, and to authorize submission of the ordinance to the voters for approval at the February 11, 2020 election.

FISCAL IMPACT:

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Jennifer Cruz, (925)
674-7790

cc:

BACKGROUND:

Per the conditions of approval for Subdivision 9466 (County File #SD17-9466), the developer of the property located at 214 Center Avenue in the Pacheco area is required to establish a Special Police Services Tax District for the 8-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the Pacheco area.

Adoption of a resolution of intent to form a new tax district (Resolution No. 2019/609) is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters at the February 11, 2020, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:30 a.m. on December 10, 2019. If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of a single 0.49-acre property owned by AYM LLC, who per the conditions of approval for the subdivision is required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2019-29, pertaining to the proposed levy of a special tax on the subject parcel within Zone 1007 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:30 a.m. on December 10, 2019, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance No. 2019-29, then the tax measure would be submitted for placement on the February 11, 2020 ballot.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Ordinance No. 2019-29 will not be adopted, formation of Special Tax Zone 1007 will not occur, and the Special Tax District will not be established at the December 10, 2019 hearing.

AGENDA ATTACHMENTS

Resolution 2019/609

Exhibit A - Legal Description

Exhibit B - Plat Map

MINUTES ATTACHMENTS

Signed: Resolution No. 2019/609

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/609

RESOLUTION OF INTENTION TO FORM ZONE 1007 OF COUNTY SERVICE AREA P-6 IN THE PACHECO AREA

The Board of Supervisors of Contra Costa County **RESOLVES:**

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the Pacheco area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 1007 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 1007" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on December 10, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 1007 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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

ATTESTED: November 5, 2019

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

Contact: Jennifer Cruz, (925) 674-7790

By: Stacey M. Boyd, 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 11/05/2019 by the following vote:

AYE: ☒ **John Gioia**
☒ **Candace Andersen**
☒ **Diane Burgis**
☒ **Karen Mitchoff**
☒ **Federal D. Glover**

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2019/609

RESOLUTION OF INTENTION TO FORM ZONE 1007 OF COUNTY SERVICE AREA P-6 IN THE PACHECO AREA

The Board of Supervisors of Contra Costa County **RESOLVES:**

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the Pacheco area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 1007 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 1007" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on December 10, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 1007 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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

ATTESTED: November 5, 2019

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

Stacey M. Boyd
By: Stacey M. Boyd, Deputy

Contact: Jennifer Cruz, (925) 674-7790

cc:

EXHIBIT "A"
LEGAL DESCRIPTION
(APN 125-120-017)

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE UNINCORPORATED AREA OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PORTION OF AN IRON PIPE SET ON THE NORTH LINE OF HIGH STREET DISTANT THEREON SOUTH 89° 16' WEST 58.05 FEET FROM ITS INTERSECTION WITH THE WEST LINE OF THE OLD COUNTY ROAD FROM MARTINEZ TO PACHECO, THENCE ALONG SAID NORTH LINE OF HIGH STREET SOUTH 89° 16' WEST 196.25 FEET, THENCE LEAVING SAID LINE NORTH 1° 20' WEST 112 FEET, THENCE NORTH 0° 46' EAST 11.29 FEET, THENCE SOUTH 88° 52' EAST 128.95 FEET, THENCE SOUTH 59° 26' EAST 26.04 FEET, THENCE SOUTH 49° 43' EAST 23.38 FEET, THENCE SOUTH 33° 47' EAST 40.91 FEET, THENCE SOUTH 6° 55' EAST 56.26 FEET TO THE POINT OF BEGINNING.

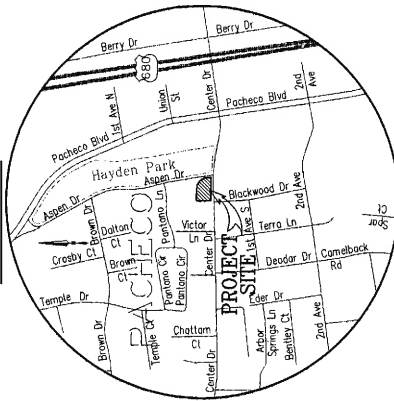
PREPARED BY LUK AND ASSOCIATES


JACQUELINE LUK, PLS 8934

DATE: 08/20/2019



VICINITY MAP



REFERENCES

- (R1) SUBDIVISION 5602, FILED JANUARY 15, 1981, IN BOOK 248 OF MAPS, AT PAGES 25 THROUGH 27, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.
- (R2) PARCEL MAP, FILED OCTOBER 5, 1979, IN BOOK 81 OF PARCEL MAPS, AT PAGES 41 TO 41, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY.
- (R3) GRANT DEED RECORDED JANUARY 19, 2005 AS DOCUMENT NUMBER 2005-0019637, OFFICIAL RECORDS OF CONTRA COSTA COUNTY

BASIS OF BEARINGS

FOUND STANDARD CONTRA COSTA COUNTY STREET MONUMENTS ALONG CENTER AVENUE AS SHOWN ON THAT CERTAIN MAP ENTITLED "SUBDIVISION 5602", FILED JANUARY 15, 1981, IN BOOK 248 OF MAPS, AT PAGES 25 THROUGH 27, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, TAKEN AS NORTH 89°41'46" WEST.

EXHIBIT "B"

SUBDIVISION 9466

BEING A SUBDIVISION OF THE PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 19, 2005 AS INSTRUMENT NO. 2005-0019637, CONTRA COSTA COUNTY RECORDS

CONTRA COSTA COUNTY - CALIFORNIA

Prepared By

Luk and Associates
Civil Engineers and Land Surveyors
738 Alfred Avenue, Drive
Hercules, California 94547
AUGUST 2019

APN: 125-120-110

THE PENTECOSTAL CHURCH OF GOD OF AMERICA,

NORTHERN DISTRICT OF CALIFORNIA

1829 O.R. 569

SEE SHEET 3 FOR LOT AND EASEMENT DIMENSIONS

112.00'

128.95'

SNF PER R2

APN: 125-120-109

VICTORIANA BROTHERS & SONS, INC.

DOC. NO. 94-085653

PARCEL B

81 PM 41

SNF PER R2

APN: 125-120-017

ATM LLC

DOC. NO. 2005-0019637

APN: 125-120-105

DOC. NO. 2015-0152612

LOT 1

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SNF PER R2

APN: 125-120-100

BURGSTALLER

DOC. NO. 2015-0247943

PARCEL A

81 PM 41

SNF PER R2

APN: 125-120-105

DOC. NO. 2015-0152612

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APN: 125-120-105

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SNF PER R2

APN: 125-120-105

DOC. NO. 2015-0152612

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**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: Resolution of Intention to Form Zone 2905 of County Service Area P-6 in the unincorporated area of Lafayette.
(District V)

RECOMMENDATION(S):

1. ADOPT Resolution No. 2019/610, initiating proceedings for the formation of a new zone, Zone 2905, within County Service Area P-6, in the unincorporated area of Lafayette.
2. FIX a public hearing for December 10, 2019, at 9:30 a.m., on the formation of Zone 2905 within County Service Area P-6.
3. FIX a public hearing for December 10, 2019, at 9:30 a.m., to consider the adoption of Ordinance 2019-28, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 2905, and to authorize submission of the ordinance to the voters for approval at the February 11, 2020 election.

FISCAL IMPACT:

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Jennifer Cruz, 9925)
674-7790

cc:

BACKGROUND:

Per the conditions of approval for Subdivision 9429 (County File #SD16-9429), the developer of the property located at 3198 Gloria Terrace in the unincorporated area of Lafayette is required to establish a Special Police Services Tax District for the 9-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the unincorporated area of Lafayette.

Adoption of a resolution of intent to form a new tax district (Resolution No. 2019/610) is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters on the February 11, 2020, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:30 a.m. on December 10, 2019. If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of two parcels, 7.68 acres owned by Gloria Terrace LLC, who per the conditions of approval for the subdivision is required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2019-28, pertaining to the proposed levy of a special tax on the subject parcel within Zone 2905 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:30 a.m. on December 10, 2019, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance No. 2019-28, then the tax measure would be submitted for placement on the February 11, 2020 ballot.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved Ordinance No. 2019-28 will not be adopted, formation of Special Tax Zone 2905 will not occur, and the Special Tax District will not be established at the December 10, 2019 hearing.

CHILDREN'S IMPACT STATEMENT:

Not applicable.

AGENDA ATTACHMENTS

Resolution 2019/610

Exhibit A - Legal Description

Exhibit B - Plat Map

MINUTES ATTACHMENTS

Signed: Resolution No. 2019/610

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/610

RESOLUTION OF INTENTION TO FORM ZONE 2905 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED AREA OF LAFAYETTE

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Lafayette area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 2905 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 2905" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on December 10, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2905 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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

ATTESTED: November 5, 2019

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

Contact: Jennifer Cruz, 9925) 674-7790

By: Stacey M. Boyd, 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 11/05/2019 by the following vote:

AYE: ☐ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2019/610

RESOLUTION OF INTENTION TO FORM ZONE 2905 OF COUNTY SERVICE AREA P-6 IN THE UNINCORPORATED AREA OF LAFAYETTE

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the unincorporated Lafayette area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 2905 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 2905" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on December 10, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 2905 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

Contact: Jennifer Cruz, 9925) 674-7790

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

ATTESTED: November 5, 2019

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

Stacey M. Boyd
By: Stacey M. Boyd, Deputy

cc:

"EXHIBIT A"

The land referred to is situated in the unincorporated area of the County of Contra Costa, State of California, and is described as follows:

All of the parcel of land described in the deed from the Layton Family Trust to Gloria Terrace, LLC recorded August 21, 2017, under Doc 2017-0150919, Contra Costa County Official records, and all of Parcel C as shown on that certain Parcel Map filed on September 19, 1972, in the Office of County Recorder of Contra Costa County, in Book 24 of Parcel Maps, at Page 16, described as follows:

Beginning at the northwest corner of said Gloria Terrace, LLC parcel, thence along the exterior boundary of said Gloria Terrace, LLC parcel as follows: North 50°55'04" East, 414.00 ft; North 45°57'04 East, 302.09 ft; South 25°38'46" East, 415.83 ft; South 46°19'01 West, 146.90 ft to the northeast corner of said Parcel C, thence along the exterior boundary of said Parcel C as follows: South 46°00'00" East, 141.39 ft; South 30°00'00" West, 160.44 ft; South 67°00'00" West, 128.00 ft; South 43°00'00" West, 137.24 ft; North 40°52'29 West, 130.64 ft. to the South line of said Gloria Terrace LLC parcel, thence along the exterior boundary of said Gloria Terrace, LLC parcel as follows: South 42°04'37" West, 199.50 ft; North 49°14'50" West, 49.92 ft; North 42°17'03" East, 168.07 ft; North 44°18'20" West, 398.54 ft. to the **point of beginning**.

Containing 334,645 sq. ft. more or less.

Exhibit B attached hereto and by this reference made part thereof.



GLORIA

N40°45'50"W 243.36'

N49°14'50"W

173.37'

TERRACE

295.40'

N49°14'50"W

55.0' R/W & VARIES

49.92'

N42°17'03"E

168.07'

S42°04'37"W

199.50'

N44°18'20"W

398.54'

N40°52'29"W

130.64'

S43°00'00"W

137.24'

S67°00'00"W

128.00'

S30°00'00"W

160.44'

141.39'

S46°00'00"E

S46°19'01"W

146.90'

P.O.B.

N50°55'04"E

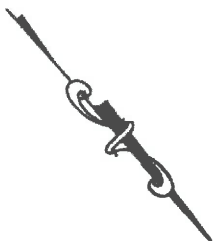
414.00' (T)

N45°57'04"E

302.09'

415.83'

S25°38'46"E



HUMANN COMPANY INC.

ENGINEERING - SURVEYING
1021 BROWN AVE. LAFAYETTE, CA 94549
PH (925)283-5000 FAX (925)283-3578

LAFAYETTE

EXHIBIT B
GLORIA TERRACE ESTATES
APN 166-200-032 AND 166-210-008
CONTRA COSTA COUNTY

CALIFORNIA

SCALE 1"=100'

DATE 08/06/19

JOB NO. 15012



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: Resolution of Intention to Form Zone 3113 of County Service Area P-6 in the El Sobrante area of the County. (District I)

RECOMMENDATION(S):

1. ADOPT Resolution No. 2019/611, initiating proceedings for the formation of a new zone, Zone 3113, within County Service Area P-6, in the El Sobrante area of the County.
2. FIX a public hearing for December 10, 2019, at 9:30 a.m., on the formation of Zone 3113 within County Service Area P-6.
3. FIX a public hearing for December 10, 2019, at 9:30 a.m., to consider the adoption of Ordinance 2019-30, which would authorize the levy of a special tax to augment funding for police protection services in proposed Zone 3113, and to authorize submission of the ordinance to the voters for approval at the February 11, 2020 election.

FISCAL IMPACT:

The cost of establishing the proposed Police Services Special Tax District is paid for by the developer of the subdivision.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Jennifer Cruz, (925)
674-7790

cc:

BACKGROUND:

Per the conditions of approval for Subdivision 9465 (County File #SD17-9465), the developer of the property located at 39 Kirkpatrick Drive in the El Sobrante area is required to establish a Special Police Services Tax District for the 5-lot subdivision prior to recording the final map for the subdivision. The proposed special tax district would fund an increase in the level of police protection services that is provided in the El Sobrante area.

Adoption of a resolution of intent to form a new tax district (Resolution No. 2019/611) is required by Government Code Section 25217, subdivision (b), as the first step in forming the proposed zone, which will serve as the vehicle to collect special taxes within the proposed zone if the tax measure is approved by the voters at a February 11, 2020, ballot. The resolution includes information regarding the name and boundaries of the zone, the different level of services to be provided, and the method by which the increased level of service is to be funded. The resolution also directs the Clerk of the Board to publish and mail notice of a public hearing regarding the proposed zone formation. It is recommended that the Board set this hearing for 9:30 a.m. on December 10, 2019. If at the conclusion of that public hearing the Board determines that more than 50% of the total number of voters residing within the proposed zone have filed written objections to the formation, Government Code Section 25217.1, subdivision (b)(1), would require the Board to determine that a majority protest exists and to terminate the proceedings. The proposed police service district currently consists of two parcels, 1.13 acres owned by Jit, Sukhmit, Satwant, and Gurmail Pandher, who, per the conditions of approval for the subdivision, are required to establish the police service district prior to recording the final map.

If there is no majority protest and the Board elects to proceed with the formation of the zone, a second public hearing would be required to consider the approval of Ordinance No. 2019-30, pertaining to the proposed levy of a special tax on the subject parcel within Zone 3113 for police protection services and submission of the measure to the voters, pursuant to Government Code Section 50077, subdivision (a). It is recommended that this hearing be set at 9:30 a.m. on December 10, 2019, immediately following the hearing on the zone formation. If the Board thereafter adopts Ordinance No. 2019-30, then the tax measure would be submitted for placement on a February 11, 2020 ballot.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Ordinance No. 2019-30 will not be adopted, formation of Special Tax Zone 3113 will not occur, and the Special Tax District will not be established at the December 10, 2019 hearing.

AGENDA ATTACHMENTS

Resolution 2019/611

Exhibit A - Legal Description

Exhibit B - Plat Map

MINUTES ATTACHMENTS

Signed: Resolution No. 2019/611

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/611

RESOLUTION OF INTENTION TO FORM ZONE 3113 OF COUNTY SERVICE AREA P-6 IN THE EL SOBRANTE AREA

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the El Sobrante area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 3113 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 3113" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on December 10, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 3113 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

I hereby certify that this 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: Jennifer Cruz, (925) 674-7790

ATTESTED: November 5, 2019

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

By: Stacey M. Boyd, 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 11/05/2019 by the following vote:

AYE: ☒ **John Gioia**
☒ **Candace Andersen**
☒ **Diane Burgis**
☒ **Karen Mitchoff**
☒ **Federal D. Glover**

NO: ☐

ABSENT: ☐

ABSTAIN: ☐

RECUSE: ☐



Resolution No. 2019/611

RESOLUTION OF INTENTION TO FORM ZONE 3113 OF COUNTY SERVICE AREA P-6 IN THE EL SOBRANTE AREA

The Board of Supervisors of Contra Costa County RESOLVES:

1. The Board of Supervisors of Contra Costa County proposes the formation of new zone in the El Sobrante area of County Service Area (CSA) P-6, pursuant to Article 8 of Chapter 2.3 of Part 2 of Division 2 of Title 3 of the California Government Code.
2. The boundaries of the territory to be included in the zone area are described in 'Exhibit A' and shown in 'Exhibit B', both of which are attached hereto and incorporated herein by this reference.
3. The formation of Zone 3113 is proposed to provide the County of Contra Costa with a method of financing an increased level of police protection services to the area within the zone.
4. The proposed zone would provide a level of police protection services that exceeds the level of service outside the zone, and if approved by the voters, the proposed zone would generate additional revenue in the form of special taxes to fund the increase in this level of service.
5. The increase in the level of service would be financed through the levy of a voter-approved special tax on all taxable parcels within the zone.
6. The name proposed for the zone is "Zone 3113" of CSA P-6.

NOW, THEREFORE, BE IT RESOLVED THAT at 9:30 a.m. on December 10, 2019, in the Chamber of the Board of Supervisors, County Administration Building, 651 Pine Street, Martinez, CA 94553, this Board will conduct a public hearing upon the proposed formation of Zone 3113 of CSA P-6. The Clerk of the Board is hereby directed to give notice of the public hearing by (1) publishing a notice that complies with Government Code Section 25217, subdivision (d)(1), pursuant to Government Code Section 6061; (2) mailing the notice to all owners of property within the proposed zone; (3) mailing the notice to each city and special district that contains, or whose sphere of influence contains the proposed zone; and (4) verifying that the notice is posted in at least three public places within the territory of the proposed zone.

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

ATTESTED: November 5, 2019

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

By: *Stacey M. Boyd*
Stacey M. Boyd, Deputy

Contact: Jennifer Cruz, (925) 674-7790

cc:

EXHIBIT "A"

Legal Description

All that certain real property situated in the County of Contra Costa, State of California, being a portion of that certain parcel described in the grant deed from William G. Norwell, ET UX, to William H. Kirkpatrick, ET UX, recorded May 14, 1956, in Book 2765 of official records, page 381; Contra Costa County Records, more particularly described as follows:

POINT OF BEGINNING at the Westerly corner of said property; thence southerly along western boundary line, South $49^{\circ}52'00''$ East 250 feet, thence leaving said boundary line, North $40^{\circ}08'00''$ East 189.8 feet and thence along the following courses:

North $31^{\circ}15'50''$ West 37.8 feet;

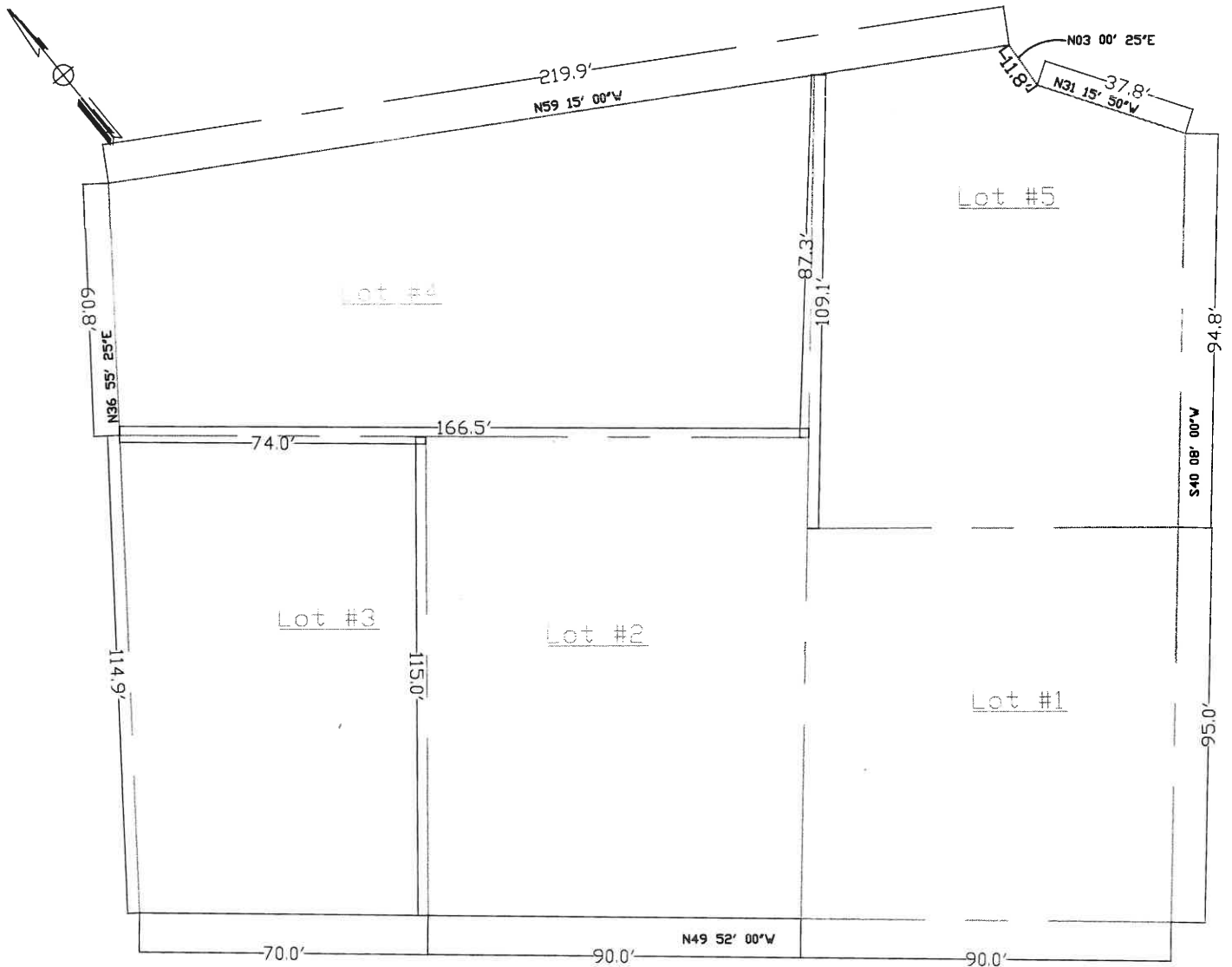
North $03^{\circ}00'25''$ East 11.8 feet

North $59^{\circ}15'00''$ West 219.9 feet

South $36^{\circ}55'25''$ West 175.7 feet to the POINT OF BEGINNING.



EXHIBIT B



PANDHER SUBDIVISION

COUNTY FILE# SD17-9465

APN # 430-161-020

APN # 430-161-021

39 KIRKPATRICK DR, EL SOBRANTE, CA 94803



**Contra
Costa
County**

To: Board of Supervisors
From: Federal D. Glover, District V Supervisor
Date: November 5, 2019

Subject: ACCEPT Resignation from Kevin Orozco for the Alcohol and Other Drugs Advisory Board

RECOMMENDATION(S):

ACCEPT the resignation of Kevin Orozco, DECLARE a vacancy on the Alcohol and Other Drugs Advisory Board, District V Member-at-Large Alternate 1, effective immediately, and DIRECT the Clerk of the Board to post a vacancy, as recommended by Supervisor Federal D. Glover.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The Alcohol and Other Drugs Advisory Board provides input and recommendations to the Board of Supervisors and the Health Services Department concerning family and community needs regarding prevention and treatment of alcohol and drug related problems.

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding treatment and prevention of alcohol and drug abuse problems. The board reports their findings and recommendations to the Contra Costa Health Services Department, the Board of Supervisors and the communities they serve.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Vincent Manuel (925)
608-4200

BACKGROUND: (CONT'D)

The Alcohol and Other Drugs Advisory Board works in collaboration with the Alcohol and Other Drugs Services of Contra Costa Health Services. The board provides input and recommendations as they pertain to alcohol and other drugs prevention, intervention, and treatment services.

CONSEQUENCE OF NEGATIVE ACTION:

Position would remain vacant.

AGENDA ATTACHMENTS

MINUTES ATTACHMENTS

Vacancy Notice

Contra Costa County



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors
651 Pine Street, Rm. 106
Martinez, CA 94553

Advisory Body and Seat Title

Alcohol and Other Drugs Advisory Board

Appointments will be made after

November 19, 2019

Seat: District V Member-at-Large

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy will be posted on November 5, 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 November 5, 2019:

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

By:

Stacy M. Boyd
Deputy Clerk



Contra Costa County

To: Board of Supervisors
 From: Karen Mitchoff, District IV Supervisor
 Date: November 5, 2019

Subject: ACCEPT resignation of Lauren Babb from the District IV Seat on the Contra Costa Commission for Women
 DECLARE the District IV seat on the Contra Costa

RECOMMENDATION(S):

ACCEPT resignation of Lauren Babb from the District IV Seat on the Contra Costa Commission for Women DECLARE the District IV seat on the Contra Costa Commission for Women vacant, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

none

BACKGROUND:

The Contra Costa Commission for Women identifies major economic, educational and social concerns of women in Contra Costa County, to reach and inform all women on a variety of issues.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: 9255217100

cc:

AGENDA
ATTACHMENTS
MINUTES
ATTACHMENTS
Vacancy Notice

Contra Costa County



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors
651 Pine Street, Rm. 106
Martinez, CA 94553

Advisory Body and Seat Title

Commission for Women

Appointments will be made after

November 19, 2019

Seat: District IV

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy will be posted on November 5, 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 November 5, 2019:

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

By:

Stacy M. Boyd
Deputy Clerk



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Reclamation District 2024

RECOMMENDATION(S):

APPOINT in lieu of election John Jackson and Thomas Robinson to the Board of Trustees of Reclamation District No. 2024 (Orwood and Palm Tracts) for terms ending December 2023 and December 2021, respectively.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Supervisors received correspondence from Dante Nomellini, District Secretary for Reclamation District 2024 (Orwood and Palm Tracts), requesting appointment to the Board of Trustees of the District in lieu of elections. Mr. Nomellini reports that subsequent to posting the notice calling for nominations, the District received only two filing petitions, from John Jackson and Thomas Robinson. Therefore, the District election scheduled for November 12, 2019 is uncontested and no election will be conducted. At this time, the District respectfully requests that the Board of Supervisors appoint John Jackson and Thomas Robinson to terms on the Board of Trustees of Reclamation District 2024, with terms ending December 2023 and December 2021, respectively.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Emlyn Struthers,
925-335-1919

cc: Nelly Ige

CONSEQUENCE OF NEGATIVE ACTION:

The proposed nominees to the Board of Trustees for Reclamation District 2024 would not be approved, which may hinder the Board of Trustees in achieving a quorum and conducting District business.

ATTACHMENTS

Correspondence from RD 2024 Secretary

**RECLAMATION DISTRICT NO. 2024
(Orwood and Palm Tracts)**

235 East Weber Avenue
P. O. Box 1461
Stockton, California 95201
(209) 465-5883
FAX: (209) 465-3956

Trustees

Don Wagenet
John R. Jackson
Thomas Robinson

Secretary and Attorney
Dante John Nomellini

Engineer
Dominick Gulli

October 17, 2019

Board of Supervisors
Contra Costa County
651 Pine Street
Martinez, California 94553

Re: Reclamation District No. 2024
Appointment of Trustees

Dear Board of Supervisors:

Pursuant to Notice Calling for Nomination Petitions for two (2) positions on the Board of Trustees, the District received two (2) nomination petitions. Two positions will remain vacant. No petition requesting an election has been received. The Board of Trustees of the District requests that at the next regular meeting of the Board of Supervisors you appoint the following nominees to fill two of the vacancies as follows:

John Jackson for the term ending December, 2023
Thomas Robinson for the term ending December, 2021

Yours very truly,

RECLAMATION DISTRICT NO. 2024



DANTE JOHN NOMEILLINI
Secretary and Counsel

/ju



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: Appointment to the Advisory Council on Aging

RECOMMENDATION(S):

APPOINT Michael Syrett to the Oakley Local Committee Seat on the Advisory Council on Aging as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Mr. Michael Syrett will occupy the Oakley Local Committee seat. He currently resides in Oakley. The seat term will end September 30, 2021. The seat is currently vacant.

The Advisory Council on Aging (Council) provides a means for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of the County. The Council provides leadership and advocacy on behalf of older persons as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging may not be able to conduct routine business.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres
608-4960

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Declaring a Vacancy on the Commission for Women

RECOMMENDATION(S):

ACCEPT the resignation of Julianna Hynes from the Contra Costa Commission for Women, DECLARE a vacancy in At Large 8 seat, and DIRECT the Clerk of the Board to post the vacancy.

FISCAL IMPACT:

None.

BACKGROUND:

Julianna Hynes was appointed to the Commission for Women in At Large 8 seat on February 12, 2019, to a new three-year term beginning March 1, 2019 and ending February 28, 2022. Ms. Hynes submitted her resignation to the chair stating she would no longer be able to serve on the Commission for Women.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to declare the vacancy in the At Large 8 seat would delay making a new appointment to the seat, and could potentially lead to issues attaining a quorum required to conduct business.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Emlyn Struthers,
925-335-1919

cc:

AGENDA
ATTACHMENTS
MINUTES
ATTACHMENTS
Vacancy Notice

Contra Costa County



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors
651 Pine Street, Rm. 106
Martinez, CA 94553

Advisory Body and Seat Title

Commission for Women

Appointments will be made after

November 19, 2019

Seat: At-Large #8

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy will be posted on November 5, 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 November 5, 2019:

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

By:

Stacy M Boyd
Deputy Clerk



Contra Costa County

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: November 5, 2019

Subject: Reclamation District 2117 (Coney Island)

RECOMMENDATION(S):

APPOINT in lieu of election Herbert Speckman and Joyce Speckman to the Board of Trustees of Reclamation District 2117 (Coney Island) for terms of four years, commencing December 2019 and concluding December 2023.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Supervisors received correspondence from Dante Nomellini, District Secretary for Reclamation District 2117 (Coney Island), requesting appointment to the Board of Trustees of the District in lieu of elections. Mr. Nomellini reports that subsequent to posting the notice calling for nominations, the District received only two filing petitions, from Herbert Speckman and Joyce Speckman. Therefore, the District election scheduled for November 12, 2019 is uncontested and no election will be conducted. At this time, the District respectfully requests that the Board of Supervisors appoint Herbert Speckman and Joyce Speckman to four-year terms on the Board of Trustees of Reclamation District 2117. The terms will commence in December 2019 and conclude in December 2023.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Emlyn Struthers,
 925-335-1919

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The proposed nominees to the Board of Trustees for Reclamation District 2117 would not be approved, which may hinder the Board of Trustees in achieving a quorum and conducting the District's business.

ATTACHMENTS

Correspondence from RD 2117 Secretary

RECLAMATION DISTRICT NO. 2117

(Coney Island)

235 East Weber Avenue
P. O. Box 1461
Stockton, California 95201
(209) 465-5883
FAX: (209) 465-3956



Trustees

Herbert Speckman
Joyce Speckman
Sandy Speckman Kiefer

Secretary and Attorney
Dante John Nomellini

Engineer
Christopher Neudeck

October 11, 2019

Board of Supervisors
Contra Costa County
651 Pine Street
Martinez, California 94553

Re: Reclamation District No. 2117
Appointment of Trustees

Dear Board of Supervisors:

Pursuant to Notice Calling for Nomination Petitions for two (2) vacancies on the Board of Trustees, the District received nomination petitions from Herbert Speckman and Joyce Speckman. No petition requesting an election has been received. The Board of Trustees of the District requests that at the next regular meeting of the Board of Supervisors you appoint the nominees to fill the vacancies as follows:

Herbert Speckman for the term ending December, 2023
Joyce Speckman for the term ending December, 2023

Yours very truly,

RECLAMATION DISTRICT NO. 2117

DANTE JOHN NOMEILLINI
Secretary and Counsel

/ju



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Reclamation District 800 (Byron Tract)

RECOMMENDATION(S):

APPOINT in lieu of election Tom Judge, David Harris, and Tim Bubniak to the Board of Trustees of Reclamation District 800 (Byron Tract) for terms of four years, four years, and two years, respectively.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Supervisors received correspondence from Sonnet Rodrigues, District Secretary for Reclamation District 800 (Byron Tract), requesting appointment to the Board of Trustees of the District in lieu of elections. Ms. Rodrigues reports that subsequent to posting the notice calling for nominations, the District received only three filing petitions for three open seats, from Tom Judge, David Harris, and Tim Bubniak. Therefore, the District election scheduled for November 12, 2019 is uncontested and no election will be conducted. At this time, the District respectfully requests that the Board of Supervisors appoint Tom Judge, David Harris to four year terms on the Board of Trustees of Reclamation District 800, and Tim Bubniak to a term of two years. The terms will commence in December 2019. The four year terms will conclude in December 2023, and the two year term will end in December 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Emlyn Struthers,
925-335-1919

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The proposed nominees to the Board of Trustees for Reclamation District 800 would not be approved, which may hinder the Board of Trustees in achieving a quorum and conducting the District's business.

ATTACHMENTS

Correspondence from RD 800 Secretary



P.O. Box 262
1540 Discovery Bay Blvd., Ste. "A"
Discovery Bay, CA 94514

Office: 925-634-2351
Fax: 925-634-2089
Web: www.rd800.org



October 14, 2019

Clerk of the Board
Contra Costa County Board of Supervisors
651 Pine Street, Room 106
Martinez, CA 94553-1293

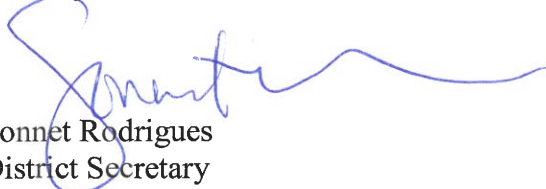
RE: Reclamation District 800

Reclamation District 800 had the intention of holding an election for three trustee positions in November 2019. The number of valid petitions received did not exceed the number of positions available, therefore the District will not be holding an election. Please appoint the following candidates to the Reclamation District 800 Board of Trustees:

Tom Judge (incumbent)
David Harris (incumbent)
Tim Bubniak (incumbent) (2 year term)

Please call Reclamation District 800 at (925) 634-2351 with any questions.

Thank you,


Sonnet Rodrigues
District Secretary



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Reclamation District 2065 (Veale Tract)

RECOMMENDATION(S):

APPOINT in lieu of election Thomas Baldocchi, Sr. to the Board of Trustees of Reclamation District 2065 (Veale Tract) to a term of four years, commencing December 2019 and concluding December 2023.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Supervisors received correspondence from Dante Nomellini, Jr., District Secretary for Reclamation District 2065 (Veale Tract), requesting appointment to the Board of Trustees of the District in lieu of elections. Mr. Nomellini, Jr. reports that subsequent to posting the notice calling for nominations, the District received only one filing petition, from Thomas Baldocchi, Sr. Therefore, the District election scheduled for November 12, 2019 is uncontested and no election will be conducted. At this time, the District respectfully requests that the Board of Supervisors appoint Thomas Baldocchi, Sr. to a term of four-years on the Board of Trustees of Reclamation District 2065. The term will commence in December 2019 and conclude in December 2023.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Emlyn Struthers,
925-335-1919

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The proposed nominee to the Board of Trustees for Reclamation District 2065 would not be approved, which may hinder the Board of Trustees in achieving a quorum and conducting the District's business.

ATTACHMENTS

Correspondence from RD 2065 Secretary

NOMELLINI, GRILLI & McDANIEL
PROFESSIONAL LAW CORPORATIONS

DANTE JOHN NOMELLINI
DANIEL A. McDANIEL
DANTE JOHN NOMELLINI, JR.

RETIRED
DAVID L. GRILLI
DAVID L. GRILLI
PROFESSIONAL LAW CORPORATION

235 EAST WEBER AVENUE
STOCKTON, CALIFORNIA 95202
POST OFFICE BOX 1461
STOCKTON, CALIFORNIA 95201-1461
TELEPHONE: (209) 465-5883
FAX: (209) 465-3956

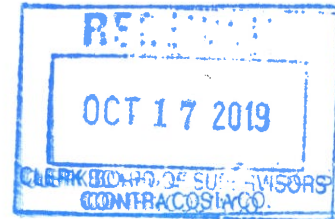
PARTNERS

DANTE JOHN NOMELLINI
PROFESSIONAL LAW CORPORATION

DANIEL A. McDANIEL
PROFESSIONAL LAW CORPORATION

DANTE JOHN NOMELLINI, JR.

October 15, 2019



Board of Supervisors
Contra Costa County
651 Pine Street
Martinez, California 94553

Re: Appointment of Trustee for Reclamation District No. 2065.

Dear Registrar of Voters:

Pursuant to the Notice Calling for Nomination Petitions for one (1) vacancy on the Board of Trustees for Reclamation District No. 2065 ("District"), the District received one (1) nomination petition from Thomas Baldocchi, Sr. Since no petition requesting an election was presented to the District, the Board of Trustees of the District requests that the Board of Supervisors, at their next available meeting, appoint this nominee to fill the vacancy since he is both qualified and willing to serve as trustee. The appointment is requested to be as follows:

Thomas Baldocchi, Sr. for the term ending December, 2023

Thank you for your time and attention to this matter.

Very truly yours,

RECLAMATION DISTRICT NO. 2065

By: _____

Dante J. Nomellini, Jr.
Secretary & Attorney



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: Reappointments to the Advisory Council on Aging

RECOMMENDATION(S):

REAPPONT to the Advisory Council on Aging James Donnelly to City of Alamo-Danville seat, Nina Clark to City of Orinda seat, Arthur Kee to City of Brentwood seat, Ron Tervelt to City of Clayton, Lorna Van Ackeren to City of Pleasant Hill, and Frank Napoli to City of Walnut Creek, for a two-year term of September 30, 2019 through September 30, 2021, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The following members are being recommended for reappointment to the Advisory Council on Aging for the two-year term of September 30, 2019 through September 30, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Gina Chenoweth
8-4961

cc:

BACKGROUND: (CONT'D)

>

Name	Seat	District
James Donnelly	City of Alamo-Danville	2
Nina Clark	City of Orinda	2
Arthur Kee	City of Brentwood	3
Ron Tervelt	City of Clayton	4
Lorna Van Ackeren	City of Pleasant Hill	4
Frank Napoli	City of Walnut Creek	4

The Advisory Council on Aging (Council) provides a means for county-wide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for the older residents of Contra Costa County. The Council provides leadership and advocacy on behalf of older persons and serves as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The Advisory Council on Aging may not be able to conduct routine business.

ATTACHMENTS

J.Donnelly

N.Clark

A.Kee

R.Tervelt

L. Van Ackeren

F.Napoli

Print Form



**Contra
Costa
County**

Please return completed applications to:

Clerk of the Board of Supervisors

651 Pine St., Room 106

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

James

Last Name

Donnelly

Home Address - Street

872 Gentry Drive

City

San Francisco

Zip Code

94111

Phone (best number to reach you)

(415) 435-1234

Email

jdonnelly@comcast.net

Resident of Supervisorial District:

2

EDUCATION

Check appropriate box if you possess one of the following:

☐

High School Diploma

☐

CA High School Proficiency Certificate

☐

G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded
Long Beach CC	Engineering	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cal State, Long Beach	Chemistry	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
St. Mary's Cpollege of California	Leadership	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Other Training Completed:

NLP Train ing, Iso QC Trsinking

Board, Committee or Commission Name

Contra Costa County Advisory Council ON Aging

Seat Name

Danville/Alamom Representstive

Have you ever attended a meeting of the advisory board for which you are applying?

☐ No

☒ Yes If yes, how many?

~20

Please explain why you would like to serve on this particular board, committee, or commission.

I have served on the ACOA for more than four years and have recently been elected Vice President of the ACOA, I wish to continjue the work for duported senior issues now asnd in the future,

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

3 years, member ACOA
Newly appointed member Danville Senior Advisory Commission
Interim Chair County Connection Advisory Committee

I am including my resume with this application:

Please check one:

☐ Yes

☒ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

☐ Yes

☒ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☒ Yes ☐ No

List any volunteer and community experience, including any boards on which you have served.

ACOA
Integrated Pest Management Advisory Committee

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

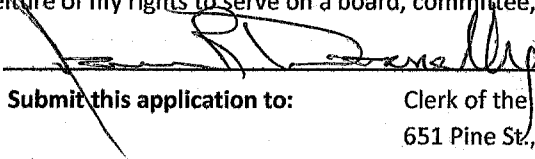
Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:



Date:

9/23/19

Submit this application to:

Clerk of the Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



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:

Advisory Council on Aging
PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

City of Orinda Representative
PRINT EXACT SEAT NAME (if applicable)

1. Name: Clark, Nina
(Last Name) (First Name) (Middle Name)
2. Address: 11 Meadow Court, Orinda, CA 94663
(No.) (Street) (Apt.) (State) (Zip Code)
3. Phones: [REDACTED]
(Home No.) (Work No.) (Cell No.)
4. Email Address: [REDACTED]

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 Ph.D.

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) UC San Diego		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>				
B) University of Southern California	Political Science	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	1989
C) University of Southern California	Pol. Sci. / Gerontology	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			MA/Ph.D.	1994
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> 2001 present</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 12</p> <p>Hrs. per week <u>5</u> . Volunteer <input type="checkbox"/></p>	<p>Title Political Science Online Instructor</p> <p>Employer's Name and Address UC Berkeley Berkeley, CA</p>	<p>Duties Performed currently teaching "Intro. to American Politics"</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> 2007 2008</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 1</p> <p>Hrs. per week <u>5-10</u> . Volunteer <input type="checkbox"/></p>	<p>Title Online Learning Instructor</p> <p>Employer's Name and Address Univ. of Bridgeport Bridgeport, CT</p>	<p>Duties Performed Taught American Government and American Political Parties</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> 1996 1999</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 3</p> <p>Hrs. per week <u>10</u> . Volunteer <input type="checkbox"/></p>	<p>Title Adjunct Assistant Professor</p> <p>Employer's Name and Address Univ. Bridgeport + Bridgeport, CT</p>	<p>Duties Performed Adult Continuing Ed. Program (IDEAL) Taught many Political Science courses.</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u> 1995 2000</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 5</p> <p>Hrs. per week <u>40</u> . Volunteer <input type="checkbox"/></p>	<p>Title Director, GIE Scholars Program</p> <p>Employer's Name and Address Sacred Heart Univ. Fairfield, CT</p>	<p>Duties Performed Managed multi-cultural scholarship program.</p>

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one:

☒ Yes

☒ No

List any volunteer and community experience, including any boards on which you have served.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one:

☐ Yes

☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one:

☐ Yes

☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:

Mina Clark

Date:

9/16/19

Submit this application to:

Clerk of the Board of Supervisors

651 Pine St., Room 106

Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As Indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



Contra
Costa
County

Print Form

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Clerk of the Board of Supervisors

651 Pine St., Room 106

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

ARTHUR

Last Name

KEE

Home Address - Street

[REDACTED]

City

[REDACTED]

Zip Code

94503

Phone (best number to reach you)

[REDACTED]

Email

[REDACTED]

Resident of Supervisorial District:

3

EDUCATION

Check appropriate box if you possess one of the following:

☒ High School Diploma

☐ CA High School Proficiency Certificate

☐ G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded
SAN JOSE STATE UNIVERSITY	URBAN GEOGRAPHY	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
UNIVERSITY OF SANTA CLARA	MUNICIPAL MANAGEMENT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
UNIVERSITY OF CALIF. BERKELEY	CITY PLANNING	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Other Training Completed:

CONTRA COSTA CO. GRAND JURY 2008-2009

Board, Committee or Commission Name

ARIZONA COUNCIL ON AGING

Seat Name

[REDACTED]

Have you ever attended a meeting of the advisory board for which you are applying?

☐ No

☒ Yes

If yes, how many?

[REDACTED]

Please explain why you would like to serve on this particular board, committee, or commission.

I FEEL I CAN MAKE A CONTRIBUTION. I HAVE EDUCATION AND EXPERIENCE OF OVER 20 YRS AS A CITY PLANNING DIRECTOR IN THE CITY OF CAMPBELL CALIF & 7 YRS IN THE CITY OF SUNNYVALE CALIF IN THE CITY PLANNING DEPT AS A SENIOR AND THEN A PRINCIPAL PLANNER.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

THE ABOVE STATEMENTS REGARDING EDUCATION & EXPERIENCE COVERS MANY OF THE PRINCIPALS USED IN ADMINISTRATION OF PUBLIC PROGRAMS

I am including my resume with this application:

Please check one:

☐ Yes

☒ No

PLEASE SEE PREVIOUS APPLICATION ON RECORD

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

☐ Yes

☒ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: ☒ Yes ☐ No

List any volunteer and community experience, including any boards on which you have served.

CONTRA COSTA COUNTY CIVIL GRAND JURY FOR ONE YEAR
IN 2008 AND 2009. IN JULY OF 2019 I WAS ELECTION
PRESIDENT OF THE CONTRA COSTA COUNTY GRAND JURORS
ASSOCIATION. CURRENTLY SERVE ON THE AREA COUNCIL ON AGING.
HAVE BEEN A MEMBER OF THE COUNCIL FOR OVER 7 YEARS.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: ☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:

Arthur Kae

Date: SEPT. 5, 2019

Submit this application to:

Clerk of the Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at ClerkofTheBoard@cob.cccounty.us

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8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



Contra
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County

Please return completed applications to:

Clerk of the Board of Supervisors

651 Pine St., Room 106

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

RONALD

Last Name

TERVELS

Home Address - Street

[REDACTED]

City

[REDACTED]

Zip Code

[REDACTED]

Phone (best number to reach you)

[REDACTED]

Email

[REDACTED]

Resident of Supervisorial District:

4

EDUCATION

Check appropriate box if you possess one of the following:

☒ High School Diploma

☐ CA High School Proficiency Certificate

☐ G.E.D. Certificate

Colleges or Universities Attended

Course of Study/Major

Degree Awarded

PURDUE UNIVERSITY

ARCHITECTURAL ENGINEERING

☒ Yes ☐ No

PURDUE UNIVERSITY

MATHEMATICS

☒ Yes ☐ No

☐ Yes ☐ No

Other Training Completed:

[REDACTED]

Board, Committee or Commission Name

ADVISORY COUNCIL ON AGING

Seat Name

MEMBER

Have you ever attended a meeting of the advisory board for which you are applying?

☐ No

☒ Yes

If yes, how many?

LOTS

Please explain why you would like to serve on this particular board, committee, or commission.

I AM A SENIOR. I WOULD TO BE AN ADVOCATE FOR SENIORS IN CONTRA COSTA COUNTY

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I HAVE REPRESENTED CLAYTON SINCE 2014 AS A MEMBER OF CONTRA COSTA'S ADVISORY COUNCIL ON AGING.

I am including my resume with this application:

Please check one:

☐ Yes

☒ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

☐ Yes

☒ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one:

☒ Yes

☐ No

List any volunteer and community experience, including any boards on which you have served.

MEMBER AND FOREMAN OF THE CONTRA COSTA COUNTY'S
CIVIL GRAND JURY FOR 2 YEARS.

MEMBER AND OFFICER OF THE CONTRA COSTA COUNTY
MOSQUITO AND VECTOR CONTROL DISTRICT. (TRUSTEE)

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one:

☐ Yes

☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one:

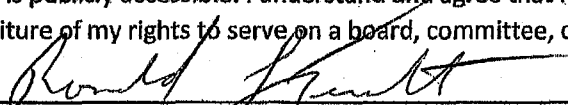
☐ Yes

☒ No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:



Date:

9-9-19

Submit this application to:

Clerk of the Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at
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8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



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:

CCC Advisory Council on Aging

PRINT EXACT NAME OF BOARD, COMMITTEE, OR COMMISSION

PRINT EXACT SEAT NAME (if applicable)

1. Name: Van Ackeren Lorna Marie
(Last Name) (First Name) (Middle Name)

2. Address: [REDACTED] CA 94518
(No.) (Street) (Apt.) (State) (Zip Code)

3. Phones: [REDACTED]
(Home No.) (Work No.) (Cell No.)

4. Email Address: [REDACTED]t

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 _____

Names of colleges / universities attended	Course of Study / Major	Degree Awarded	Units Completed		Degree Type	Date Degree Awarded
			Semester	Quarter		
A) Ca State University Sacramento	Public Administration	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			MBA	1984
B) Ca State University Chico	Gerontology & Social welfare	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			BA	1978
C) Diablo Valley College	General Education	Yes No <input checked="" type="checkbox"/> <input type="checkbox"/>			AA	1975
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> 1/16 Currently</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 3 1/2</p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title Business Development Community Liaison</p> <hr/> <p>Employer's Name and Address Hillendale Home Care 1777 No. California Blvd #210 Walnut Creek, CA 94598</p>	<p>Duties Performed Community Liaison Coordinate with referral sources Attend resource fairs in CCC Present "Aging in Place" to SC Represent HHC at public events Develop relationship with hospital Serve on various boards in CCC Member of SCAN coalition team</p>
<p>B) Dates (Month, Day, Year) <u>From</u> <u>To</u> 12/09 8/15</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 5 1/2</p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title VP Marketing</p> <hr/> <p>Employer's Name and Address Mojo Moxy 130 West 57th Street New York, NY Project planning and developmet</p>	<p>Duties Performed Project planning and developmet Evaluated marketing campaigns Social media development Event management Product development Designed marketing materials</p>
<p>C) Dates (Month, Day, Year) <u>From</u> <u>To</u> 6/04 12/09</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 6</p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title Account Executive</p> <hr/> <p>Employer's Name and Address Skechers 1211 manhattan Ave. Manhattan beach, CA</p>	<p>Duties Performed Launched 3 new product lines Designed marketing materials Department store liaison Monitored & analized sales Negociated prices</p>
<p>D) Dates (Month, Day, Year) <u>From</u> <u>To</u> 9/78. 2/84</p> <p>Total: <u>Yrs.</u> <u>Mos.</u> 6</p> <p>Hrs. per week ____ . Volunteer <input type="checkbox"/></p>	<p>Title Aging Program Anaylst</p> <hr/> <p>Employer's Name and Address California Department of Aging 12th Street Sacramento, CA.</p>	<p>Duties Performed Worked with Board of Sups Administered OAA funds Negociated contracts Coordinated statewide activities Unified WHCOA delegates Provided technical assistance Aided developemnt of AAA's Govenor appointee to WHCOA</p>

7. How did you learn about this vacancy?

☐ CCC Homepage ☐ Walk-In ☐ Newspaper Advertisement ☐ District Supervisor ☒ Other re-appointment

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: _____

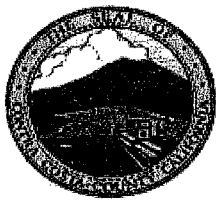
I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publically accessible. I understand and agree that misstatements / omissions of material fact may cause forfeiture of my rights to serve on a Board, Committee, or Commission in Contra Costa County.

Sign Name: Lorna Van Ackeren Date: 9/13/2019

Lorna Van Ackeren

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.
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Contra
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County

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Clerk of the Board of Supervisors

651 Pine St., Room 106

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

Frank

Last Name

Napoli

Home Address - Street

~~3000 Alameda St~~

City

Walnut Creek

Zip Code

~~94596~~

Phone (best number to reach you)

~~925-938-1234~~

Email

~~franknapoli40@gmail.com~~

Resident of Supervisorial District:

EDUCATION

Check appropriate box if you possess one of the following:

☐ High School Diploma

☐ CA High School Proficiency Certificate

☐ G.E.D. Certificate

Colleges or Universities Attended	Course of Study/Major	Degree Awarded	
Pace University	Business Admin	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No
		<input type="checkbox"/> Yes	<input type="checkbox"/> No

Other Training Completed:

Board, Committee or Commission Name

Contra Costa Advisory Council on Aging

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

☐ No

☐ Yes

If yes, how many?

Please explain why you would like to serve on this particular board, committee, or commission.

I am in contact with Seniors on a regular basis through other affiliations including volunteer work for the city of Walnut Creek. I am also enrolled in Citizens Institute in Walnut Creek to better understand the needs of the city and its elderly population.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I've been in the corporate world for over 40 years and bring a wide range of experiences and qualifications.

I am including my resume with this application:

Please check one:

☒ Yes

☐ No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

☐ Yes

☒ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one:

☒ Yes

☐ No

List any volunteer and community experience, including any boards on which you have served.

ACOA representing Walnut Creek.

Volunteer for Arts & Recreation of Walnut Creek.

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one:

☐ Yes

☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one:

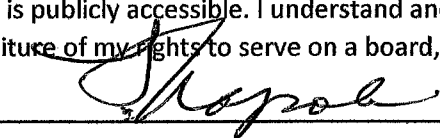
☐ Yes

☒ No

If Yes, please identify the nature of the relationship:

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Signed:



Date:

9/18/2019

Submit this application to:

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651 Pine St., Room 106
Martinez, CA 94553

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8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: November 5, 2019

Subject: APPOINTMENT TO THE SUSTAINABILITY COMMISSION

RECOMMENDATION(S):

APPOINT Michael Moore to the District 3 Alternate seat on the Sustainability Commission to a term expiring March 14, 2021, as recommended by Supervisor Diane Burgis.

Michael More
Oakley, CA 94561

FISCAL IMPACT:

None.

BACKGROUND:

This seat was vacated by the Board of Supervisors on July 30, 2019. Applications were accepted and the recommendation to appoint the above individual was then determined.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Lea Castleberry
925-252-4500

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: November 5, 2019

Subject: VACANCY ON COUNTY SERVICE AREA P-6 DISCOVERY BAY CITIZEN ADVISORY COMMITTEE

RECOMMENDATION(S):

DECLARE vacant the Appointee 1 seat on County Service Area P-6, Discovery Bay Citizen Advisory Committee, previously held by Lesley Belcher due to resignation and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

Ms. Belcher notified the District Office of her residential move outside the P-6 Zone boundary.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Lea Castleberry
925-252-4500

cc:

AGENDA
ATTACHMENTS
MINUTES
ATTACHMENTS
Vacancy Notice

Contra Costa County



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

Clerk of the Board of Supervisors
651 Pine Street, Rm. 106
Martinez, CA 94553

Advisory Body and Seat Title

County Service Area P-6 (Discovery Bay)
Citizen Advisory Committee

Appointments will be made after

November 19, 2019

Seat: Appointee 1

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy will be posted on November 5, 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 November 5, 2019:

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

By:

Stacy M. Boyd
Deputy Clerk



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Medical Staff Appointments and Reappointments – October 2019

RECOMMENDATION(S):

APPROVE the attached medical appointments and reappointments, additional privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their October 21, 2019 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

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

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with the Joint Commission.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Japreet Benepal,
925-370-5101

ATTACHMENTS

October 21, 2019 Appointment, Reappointment
List

A. New Medical Staff Members

Booker, Jerome, MD	Pediatrics
Green, Marcel, MD	Psychiatry/Psychology
Gharagozlou, Barsam, MD	Pediatrics
Xu, Cathy, MD	Pediatrics

B. Travis Residents-Family Medicine

Carpenter, Adriana, DO

C. Request for Additional Privileges

	<u>Department</u>	<u>Requesting</u>
Shah, Sanjay, MD	Internal Medicine	Internal Medicine- SGN 11-Flouroscopy

D. Advance to Non-Provisional

Bratlie, Rachel, DO	Psychiatry/Psychology
Champlin, Marie, DO	Psychiatry/Psychology
Della Selva, Megan, MD	Psychiatry/Psychology
Lanzarin, Natalie, NP	DFAM
Manjikian, Viken, MD	Diagnostic Imaging (vRad)
Miller, Robert L., MD	Diagnostic Imaging (vRad)
Rivera, Iraida, NP	DFAM
Wahidi, Nasratullah, MD	Psychiatry/Psychology

E. Biennial Reappointments

Butler, Kimberly, MD	DFAM	A
Chauhan, Digpal, MD	DFAM	A
Elyassnia, Dino, MD	Surgery	A
Faramazyan, Alina, MD	Psychiatry/Psychology	A
Harrison, Steven, MD	Surgery	A
Hyer, Bryan, MD	Psychiatry/Psychology	C
Josephson, Scott, MD	Internal Medicine	A
Lau, Edward, MD	Psychiatry/Psychology	A
Loosli, Alvin, MD	DFAM	C
Niclas, Joshua, MD	Psychiatry/Psychology	A
Pepper, David, MD	DFAM	A
Rodelo, Lisa, MD	OB/GYN	A
Shah, Maulik, MD	Internal Medicine	C
Silver, Deborah, MD	Psychiatry/Psychology	A
Stern, Jeffrey, MD	OB/GYN	C
Terry, Jonathan, DO	Psychiatry/Psychology	C
Tulshian, Priyanka, MD	Hospital Medicine	A
Wong, Christina, MD	OB/GYN	A
Zucca, Monica, MD	Pathology	C

F. Biennial Renew of Privileges

Cedermaz, Heather, NP	DFAM	Affiliate
Daisley, Erin, FNP	DFAM	Affiliate
Humphrey, Kimberly, NP	Pediatrics	Affiliate
Pizzo, Anthony, NP	DFAM	Affiliate

G. Teleradiologist (vRad) Reappointments

Robinette, Alison, MD	Diagnostic Imaging
-----------------------	--------------------

H. Voluntary Resignations

Binstock, Peter, MD	Internal Medicine
Barrecchia, James, MD	Psychiatry/Psychology
Dimidjian, Constance, NP	OB/GYN
Ganey, John, MD	Internal Medicine
Glezer, Anna, MD	Psychiatry/Psychology
Hubiak, Melissa, MD	DFAM
Ibrahim, Fayaz, MD	Psychiatry/Psychology
Josephson, Jacqueline, PsyD	Psychiatry/Psychology
Lewis, Lisa, MD	Psychiatry/Psychology
Maxon, Tyler, OD	Surgery
Reddy, Srikanth, MD	Internal Medicine
Wu, Danny, MD	Internal Medicine



**Contra
Costa
County**

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: November 5, 2019

Subject: RECOMMENDATION FOR APPOINTMENT TO THE COMMISSION FOR WOMEN

RECOMMENDATION(S):

APPOINT Michelle Hernandez to the At Large #9 seat on the Commission for Women to complete the current term expiring on February 28, 2022.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Contra Costa Commission for Women was formed to educate the community and advise the Contra Costa County Board of Supervisors on issues relating to the changing social and economic conditions of women in the County, with particular emphasis on the economically disadvantaged. The Commission's mission is, "to improve the economic status, social welfare, and overall quality of life for women in Contra Costa County."

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. The IOC has worked with the Commission over the last two years to institute policy and bylaws changes to address the issues that

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☒ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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)

have hindered functioning of the Commission.

The Commission for Women continues to face membership challenges. To assist the Commission in achieving a quorum, we recommend the appointment of Michelle Hernandez (Concord) to the At Large #9 seat with a term expiration of February 28, 2022. Ms. Hernandez's application and resumé are attached.

Upon appointment by the Board, three vacancies will remain: one At Large seat, the District III seat, and a newly declared vacancy in the District IV seat.

ATTACHMENTS

Candidate Application_Michelle Hernandez_Comm For Women
Commission for Women Roster

Application Form

Profile

Dr. Michelle R. Hernandez
First Name Middle Initial Last Name

Home Address Suite or Apt
Concord CA 94521
City State Postal Code

Primary Phone

Email Address

Which supervisorial district do you live in?

☒ District 4

Education

Select the option that applies to your high school education *

☒ CA High School Proficiency Certificate

College/ University A

Alliant International University
Name of College Attended

PhD Clinical Psychology
Degree Type / Course of Study / Major

Degree Awarded?

☒ Yes ☐ No

College/ University B

CSU EAST BAY
Name of College Attended

BS CRIMINAL JUSTICE
ADMINISTRATION
Degree Type / Course of Study / Major

Degree Awarded?

☒ Yes ☐ No

College/ University C

UC DAVIS

Name of College Attended

BA Psychology

Degree Type / Course of Study / Major

Degree Awarded?

☒ Yes ☐ No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

☐ Yes ☐ No

Board and Interest

Which Boards would you like to apply for?

Equal Employment Opportunity Advisory Council: Submitted

Affordable Housing Finance Committee: Submitted

Advisory Council on Aging: Submitted

Arts & Culture Commission: Submitted

Mental Health Commission: Submitted

Merit Board: Submitted

Commission for Women: Submitted

Workforce Development Board: Submitted

Racial Justice Task Force: Submitted

Racial Justice Oversight Body: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

☐ Yes ☒ No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

As a mental health professional it is essential that the services within our community be representative of our demographics, culture, and inclusiveness .

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

☒ Yes ☐ No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

☒ Yes ☐ No

List any volunteer or community experience, including any advisory boards on which you have served.

IHSS Public Authority Advisory Committee

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Dr. Michelle Hernández

[RESUME_2019__1_.docx](#)

Upload a Resume

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

☐ Yes ☒ No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

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 undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

☒ **I Agree**

Dr. Michelle R. Hernandez

Concord, California 94521

Education:

March 25, 2019

- 2011 Alliant International University
California School of Professional Psychology, San Francisco, Ca.
Doctor of Philosophy in Clinical Psychology
- 2006 University of California, Berkeley Extension, Berkeley, Ca.
Certificate of Achievement in the Study of Loss and Grief
- 2002 John F. Kennedy University, Orinda, Ca.
Master of Arts in Counseling Psychology: Specialization in Somatic Psychology
- 1998 California State University, Hayward, Ca.
Bachelor of Science in Criminal Justice Administration: Specialization in Law Enforcement
- 1996 University of California, Davis, Ca.
Bachelor of Arts in Psychology

Professional Work Experience:

2014-Present National Disability Advocate

Travels giving presentations on a myriad of topics related to disability. Subjects include but are not limited to: Physical , learning , cognitive, and psychiatric disabilities. Uses interactive and experiential exercises to engage the specific audience. Material is enhanced by the use of digital media and design, along with audio and visual aids. All the while focusing on the relevance of current events through social media.

2012-2013 Psychological Services Center, Oakland, Ca.: Outreach Coordinator

Used public relations skills to promote awareness of mental health

issues in Alameda County. Worked directly with members of the community to educate people and explain the importance of mental health aspects within the elderly, disabled, and underrepresented minority groups. Implemented support groups in various senior centers in and surrounding Oakland, California. Collaborated with foster youth services by appointing doctoral students to serve as liaisons by providing psycho-educational groups to the youth. Contracted with Center for Independent Living, Berkeley, California, and provided mental health counseling to the homeless, severely disabled, deaf, and psychiatric population.

2011-2012 **Psychological Services Center**, Oakland, Ca.:
2 nd Half-Time Post-doctoral Intern (CAPIC Accredited)

Psychodiagnostic assessor and therapist in adult outpatient mental health clinic. Curriculum developer for “Wellness Strategies” at Center for Independent Living, Berkeley.

Client population served includes low SES adults in an ethnically diverse environment, the geriatric population, and the physically disabled.

Duties include psychological assessment of parents in forensic settings, report writing, making recommendations to Child Protective Services, treatment planning and implementation, psychotherapy, DSM-IV-TR diagnoses, progress reports, termination, presentations, and didactic training participation, as well as co-leading a Support Group for the Physically Disabled.

Theoretical orientation: psychodynamic.

2010-2011 **Psychological Services Center**, Oakland, Ca.:
1 st Half-Time Pre-doctoral Intern (CAPIC Accredited)

Psychodiagnostic assessor and therapist in adult outpatient mental health clinic. Teacher of ‘Life Strategies for Seniors’ at the Center for Elder Independence in Oakland, Ca.

Client population served includes low SES adults in an ethnically diverse environment, the geriatric population, and the physically disabled.

Duties include psychological assessment of parents in forensic

settings, report writing, making recommendations to Child Protective Services, treatment planning and implementation, psychotherapy, DSM-IV-TR diagnoses, progress reports, termination, presentations, and didactic training participation, as well as co-leading a Support Group for the Physically Disabled.

Theoretical orientation: psychodynamic.

2009-2010 **Psychological Services Center**, Oakland, Ca.:
1st Half-Time Pre-doctoral Intern (CAPIC Accredited)

Psychodiagnostic assessor and therapist in adult outpatient mental health clinic.

Client population served includes low SES adults in an ethnically diverse environment.

Duties include psychological assessment of parent/s in forensic settings, report writing, making recommendations to Child Protective Services, treatment planning and implementation, psychotherapy, DSM-IV-TR diagnoses, progress reports, termination, presentations, and didactic training participation, as well as co-leading a Support Group for the Physically Disabled.

Theoretical orientation: psychodynamic.

2007-2009 **Contra Costa Crisis Center** in Walnut Creek, Ca.:
Grief Counselor serving individual clients as well as co-facilitator of a support group for widow and widowers and a support group for survivors who have lost a loved one in their family.

2007-2008 **Los Medanos College** in Pittsburg, Ca.:
Mentor for The Puente Program: Focus is on assisting and advocating for the Latino population to transfer to a four- year university and attain higher education.

2006-2007 **New Directions Counseling Center** in Concord, Ca.:
Therapist Intern serving disadvantaged clients:
Medi-Cal, Court- Mandated, and Victims of Crime specifically.
Center closed in December of 2007.

2004-2005 **Center for Independent Living** in Berkeley, Ca.:
English and Spanish counseling populations.

Co-facilitator of support group for individuals with physical disabilities.

Supervised a San Francisco State University psychology intern student.

Experience in reporting and writing various reports including but not limited to Child Protective Services, General Assistance, and Social Security Disability.

2003-2004

The United States Department of Veterans Affairs

Readjustment Counseling Service
Concord Vet Center, Concord Ca.

PhD Intern serving clients with Post Traumatic Stress Disorder and/or Sexual Trauma Victims.

Assessment competency in administering the Clinician Administered PTSD scale for DSM IV.

Competency in writing Social Security Disability Reports.

2001-2002

John F. Kennedy University Community Counseling Center

Pleasant Hill, Ca.

Counseling Trainee: 500+ hours of counseling experience.

Member of Evaluation Committee: completing intakes; assessing appropriateness for the center, and making referrals.

Facilitator of support group for individuals with physical disabilities and/or terminal illness.

Professional Training:

Present –

2019 - Latina Leadership Network of the California Community Colleges

Presented Workshop, “Owning Your Authenticity”

2019 San Francisco State University

Presented Workshop. “Let’s Meet at the Intersection”

2017 Pacific Rim Conference “Culture and Disability”

- 2011 **Disability Training: How to Counsel Clients with Physical Disabilities:**
Psychological Services Center, Oakland, Ca.
- 2010 - **Counseling the Disabled within the Community: A Holistic Perspective** UC
Berkeley Extension; School of Education. San Francisco, Ca.
- 2010 - **Disability Training: Physical & Learning Disabilities from a Mental Health
Perspective:** Alameda Family Services, Alameda, Ca.
- 2009- **Continuing Education Instructor: ‘Wounded Warriors: Helping Returning
Veterans Achieve Higher Education’:** Alliant International University, San
Francisco, Ca.
- 2008- **Guest Speaker on ‘Disability and Equal Access to Community College’:** Alliant
International University, San Francisco, Ca.
- 2008- **Guest Speaker on ‘Disability and Equal Access to Elementary Education’:**
Chabot College, Fremont, Ca.
- 2008- **Effective Teaching:** Alliant International University, San Francisco, Ca.
- 2007- **Disability, Families, and Law:** Alliant International University, San Francisco, Ca.
- 2007- **Neuropsychology:** Alliant International University, San Francisco, Ca.
- 2006- **Orientation- Pre Release Counselor for San Quentin Prison**
- 2006- **Grief Support: After a Sudden Death:** UC Berkeley Extension, Berkeley, Ca.
- 2006- **Spiritual Issues in Aging, Illness and Death:** UC Berkeley Extension, Berkeley, Ca.
- 2005- **Introduction to Loss and Grief Issues:** UC Berkeley Extension, Berkeley, Ca.
- 2004- **National Center for PTSD:** Veterans Administration, Menlo Park, Ca.
- 2004- **Psychopharmacology:** Alliant International University, San Francisco, Ca.
- 2004- **Poster Presentation- ‘Intrusiveness in mother-child relationships when the child
has a physical disability’:** Alliant International University, Alameda, Ca.
- 2004- **Child Custody, Mediation, and Evaluation:** Alliant International University,
Alameda, Ca.

Awards and Honors:

2016	Los Medanos College Keynote Speaker Disability Success
2008 - 2009	Honorary Recipient of the CSPP Mental Health Services Act Fellowship.
2010	Featured Exclusive Article in “The Voice of Alliant”

Boards and Commissions:

2018	Board of Directors Independent Living Resource of Contra Costa County
2017	Contra Costa County - IHSS Public Authority Advisory Committee Hand in Hand - Domestic Workers Alliance
2017	Christopher & Dana Reeves Foundation
2015	Board of Directors Easy Does It Berkeley, Ca.
2015	Council Member Metropolitan Transportation Commission Policy Advisory Council
2013	Arthritis Foundation Ambassador
2010 - 2016	Commissioner City of Oakland: Mayor’s Commission on People with Disabilities

Affiliations:

- Latina Leadership Network
- California Psychological Association
- American Psychological Association
Division 22 Rehabilitation Counseling
- Division 35 Society for the
Psychology of Women\
Alameda County Psychological Association

- Contra Costa Psychological Association
- Society for Disability Studies
- Sacramento Valley Psychological Association
- California Latino Psychology Association
- San Francisco Psychology Association

References:

- | | |
|--|--|
| ❖ Dr. Nina Ghiselli | Alliant International University
Director- Disabled Student Services
One Beach St. Suite 100
San Francisco, Ca. 94133 |
| ❖ Dr. Elizabeth Milnes | Psychological Services Center
519 17 th St. Suite 210
Oakland, Ca.94612 |
| ❖ Dr. Terry Meyers | Psychological Services Center
519 17 th St. Suite 210
Oakland, Ca. 94612 |
| ❖ Dr. Dalia Ducker | Alliant International University
Professor
One Beach St. Suite 100
San Francisco, Ca. 94133 |
| ❖ Dr. Michael Rubino
(

Bill Fox L.C.S.W
(| Rafa Counseling Assoc.
101 Gregory Ln # 33
Pleasant Hill, Ca. 94520

Kaiser Permanente
Manager- Behavioral Health
200 Muir Road
Martinez, Ca. 94553 |
| ❖ Marco Godinez M.A. | Puente Counselor – Los Medanos College |

(

2700 East Leland Rd.
Pittsburg, Ca. 94565

* Letters of recommendation upon request

COMMISSION FOR WOMEN ROSTER
AS OF 10/16/19

Michelle Brown	24-Apr-18	28-Feb-20	At-Large 1
Rosa Argentina Davila-Luevano	14-Mar-17	28-Feb-20	At-Large 2
Dayanna Macias-Carlos	1-Mar-19	28-Feb-22	At-Large 3
Lanita Mims	6-Nov-18	28-Feb-20	At-Large 4
Hannah R Brown	1-Mar-19	28-Feb-22	At-Large 5
Ariana J Rickard	23-Oct-18	28-Feb-21	At-Large 6
Phyllis Gordon	14-Mar-17	28-Feb-20	At-Large 7
Julianna Hynes	1-Mar-19	28-Feb-22	At-Large 8
Vacancy	22-Jan-19	28-Feb-22	At-Large 9
Vacancy	1-Mar-18	28-Feb-21	At-Large 10
Deborah Cowans	1-Mar-19	28-Feb-22	At-Large Alternate
Joey Smith	1-Mar-19	28-Feb-22	District I
Kelly Clancy	10-Sep-19	28-Feb-22	District II
Vacancy	1-Mar-19	28-Feb-22	District III
Lauren A. Babb	1-Mar-18	28-Feb-21	District IV
Kirsten Upshaw	9-May-17	28-Feb-20	District V



**Contra
Costa
County**

To: Board of Supervisors

From: Donna Van Wert

Date: November 5, 2019

Subject: Budgetary Adjustment for AB109 Grant

RECOMMENDATION(S):

APPROVE Appropriation and Revenue Adjustment No. 005012 authorizing a decrease in revenue of \$62,967 in the Employment and Human Services Department, Workforce Development Board (0583), to reflect the accurate amount of AB109 grant funding received.

FISCAL IMPACT:

This action will result in a \$62,967 revenue appropriation reduction. This amount was erroneously included in a budget organization only meant to track AB109 funding.

BACKGROUND:

The County's Employment and Human Services Department Workforce Development Board was awarded \$208,000 in AB109 funding. This was correctly budgeted for in revenue account 9951, Reimbursement-Government to Government. However, an additional \$62,967 in revenue was erroneously budgeted in Miscellaneous Grants and Donations (Account 9966). Organization code 5620 is meant to only track Workforce Development Board AB109 funding. Leaving the \$62,967 in this Org gives the inaccurate appearance that AB109 funding is \$270,967 in Fiscal Year 2019-2020. This adjustment corrects to total revenue to reflect \$208,000.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: 8-4854

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Budget would not be in alignment with the AB109 grant award.

AGENDA ATTACHMENTS

TC24/27_AP#005012

MINUTES ATTACHMENTS

Signed Approp Adj 5012

AUDITOR-CONTROLLER

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27

AUDITOR-CONTROLLER USE ONLY

FINAL APPROVAL NEEDED BY:

- ☒ BOARD OF SUPERVISORS
☒ COUNTY ADMINISTRATOR
☒ AUDITOR CONTROLLER

2019 OCT 18 A 10:43

ACCOUNT CODING		DEPARTMENT : 0583, WORKFORCE DEVELOPMENT BOARD					
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>			INCREASE	
5619	1011	PERMANENT SALARIES		40,544	00		
5619	1015	DEFERRED COMP CTY CONTRIB		882	00		
5619	1042	FICA		3,114	00		
5619	1044	RETIREMENT EXPENSE		12,238	00		
5619	1060	EMPLOYEE GROUP INSURANCE		4,915	00		
5619	1063	UNEMPLOYMENT INSURANCE		20	00		
5619	1070	WORKERS COMPENSATION INS		1,254	00		
5619	1081	LABOR RECEIVED/PROVIDED				62,967	00
5620	1081	LABOR RECEIVED/PROVIDED		62,967	00		
TOTALS				125,934	00	62,967	00

APPROVED

AUDITOR-CONTROLLER:

BY: [Signature] DATE 10/21/19

COUNTY ADMINISTRATOR:

BY: _____ DATE _____

BOARD OF SUPERVISORS:

YES:

NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

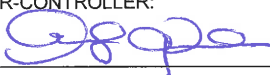

To decrease salaries and benefits and operating expenditures by \$62,967 for the AB109 allocation in FY 19-20.

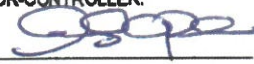
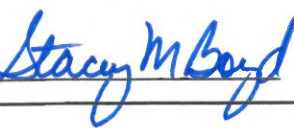

[Signature] DFU 10/17/19

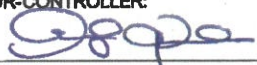
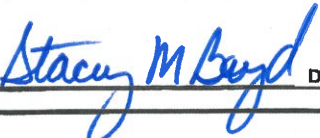

SIGNATURE TITLE DATE

APPROPRIATION APOO 5012

ADJ. JOURNAL NO.

CONTRA COSTA COUNTY ESTIMATED REVENUE ADJUSTMENT ALLOCATION ADJUSTMENT T/C 24			AUDITOR-CONTROLLER USE ONLY FINAL APPROVAL NEEDED BY: <input checked="" type="checkbox"/> BOARD OF SUPERVISORS <input checked="" type="checkbox"/> COUNTY ADMINISTRATOR <input checked="" type="checkbox"/> AUDITOR-CONTROLLER		
ACCOUNT CODING		DEPARTMENT : 0583, WORKFORCE DEVELOPMENT BOARD			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
5620	9966	MISC GRANTS & DONATIONS			62,967
TOTALS			0	00	62,967 00
APPROVED AUDITOR-CONTROLLER: BY: <u></u> DATE <u>10/21/19</u> COUNTY ADMINISTRATOR: BY: _____ DATE _____ BOARD OF SUPERVISORS: YES: NO: BY: _____ DATE _____			EXPLANATION OF REQUEST: To decrease Revenue budget in FY 2019-20 by \$62,967 due to AB109 grant revised allocation. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u></u> SIGNATURE </div> <div style="text-align: center;"> <u>DFO</u> TITLE </div> <div style="text-align: center;"> <u>10/17/19</u> DATE </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 10px;"> <div>REVENUE ADJ.</div> <div>RAOO <u>5012</u></div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div>BY: _____</div> <div>DATE _____</div> <div>JOURNAL NO. _____</div> </div>		

AUDITOR-CONTROLLER			AUDITOR-CONTROLLER USE ONLY				
CONTRA COSTA COUNTY APPROPRIATION ADJUSTMENT T/C 27			FINAL APPROVAL NEEDED BY:				
			<input checked="" type="checkbox"/> BOARD OF SUPERVISORS <input checked="" type="checkbox"/> COUNTY ADMINISTRATOR <input checked="" type="checkbox"/> AUDITOR CONTROLLER				
ACCOUNT CODING		DEPARTMENT : 0583, WORKFORCE DEVELOPMENT BOARD					
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE		
5619	1011	PERMANENT SALARIES	40,544	00			
5619	1015	DEFERRED COMP CTY CONTRIB	882	00			
5619	1042	FICA	3,114	00			
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5619	1070	WORKERS COMPENSATION INS	1,254	00			
5619	1081	LABOR RECEIVED/PROVIDED			62,967	00	
5620	1081	LABOR RECEIVED/PROVIDED	62,967	00			
TOTALS			125,934	00	62,967	00	
APPROVED AUDITOR-CONTROLLER: BY:  DATE <u>10/21/19</u> COUNTY ADMINISTRATOR: BY: _____ DATE _____ BOARD OF SUPERVISORS: YES: Gioia, Andersen, Burgis, Mitchoff, Glover NO: None BY:  DATE <u>11/5/2019</u>			EXPLANATION OF REQUEST To decrease salaries and benefits and operating expenditures by \$62,967 for the AB109 allocation in FY 19-20. <div style="text-align: right;">  DFU <u>10/17/19</u> </div>				
			SIGNATURE	TITLE	DATE		
			APPROPRIATION APOO <u>5012</u>				
			ADJ. JOURNAL NO.				

AUDITOR-CONTROLLER CONTRA COSTA COUNTY ESTIMATED REVENUE ADJUSTMENT ALLOCATION ADJUSTMENT T/C 24			AUDITOR-CONTROLLER USE ONLY FINAL APPROVAL NEEDED BY:		
			<input checked="" type="checkbox"/> BOARD OF SUPERVISORS <input checked="" type="checkbox"/> COUNTY ADMINISTRATOR <input checked="" type="checkbox"/> AUDITOR-CONTROLLER		
ACCOUNT CODING		DEPARTMENT: 0583, WORKFORCE DEVELOPMENT BOARD			
ORGANIZATION	REVENUE ACCOUNT	REVENUE ACCOUNT DESCRIPTION	INCREASE		<DECREASE>
5620	9966	MISC GRANTS & DONATIONS			62,967
			TOTALS		0 00 62,967 00
APPROVED AUDITOR-CONTROLLER: BY: <u></u> DATE <u>10/21/19</u> COUNTY ADMINISTRATOR: BY: _____ DATE _____ BOARD OF SUPERVISORS: YES: Gioia, Andersen, Burgis, Mitchoff, Glover NO: None BY: <u></u> DATE <u>11/5/2019</u>			EXPLANATION OF REQUEST: To decrease Revenue budget in FY 2019-20 by \$62,967 due to AB109 grant revised allocation. <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;">  SIGNATURE </div> <div style="text-align: center;"> DFJ TITLE </div> <div style="text-align: center;"> <u>10/17/19</u> DATE </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>REVENUE ADJ.</div> <div>RA00 <u>5012</u></div> </div> <div>JOURNAL NO.</div>		



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: Increase the Hours of one Community Services Mental Health Clinical Supervisor from 20/40 to 40/40 in the EHSD

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22543 to increase the hours of one (1) Community Services Mental Health Clinical Supervisor-Project (CJH3) (unrepresented) position number 12927 at salary plan and grade C85 1541 (\$5,875.95 - 7,142.25) from 20/40 to 40/40 in the Community Services Bureau of Employment and Human Services Department (EHSD).

FISCAL IMPACT:

Upon approval, this action will have an annual cost increase of \$67,643, which will be funded 100% by Federal Head Start and Medi-Cal revenues. The action will not result in additional net County costs for EHSD. Costs are further offset by the net decrease of one position from a previous Board Action, Resolution 2019/181 approved by the Board on May 21, 2019.

BACKGROUND:

The Community Services Bureau (CSB) Early Head Start/Head Start programs are required to provide a broad spectrum of mental health services to support the social-emotional well-being of children critical for their future school and life success. Approximately 2,130 children between the ages of zero and five years are enrolled

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Michelle Fregoso, (925)
608-5025

BACKGROUND: (CONT'D)

in CSB administered early education programs throughout Contra Costa County. CSB provides education, mental health, disabilities, health and nutrition services. The primary focus of CSB's Mental Health program is to prevent and treat social and emotional concerns of enrolled children by utilizing a multi-modal approach to working with children, their families/caretakers and staff. The types of services provided include: clinical services - individual and family psychotherapy; clinical assessment; consultation with staff; treatment planning; case management; collateral sessions with parents/guardians and crisis intervention.

The majority of clients receiving Mental Health services are Medi-Cal beneficiaries. As such, Medi-Cal is appropriately billed and reimburses for these services. Currently, CSB has two part-time (20/40) Mental Health Clinical Supervisors to provide these services. The CSB Mental Health (MH) Clinical Supervisors supervise mental health interns who earn required hours by providing direct service to children and families enrolled in CSB programs. For Graduate Interns, the MH Clinical Supervisors are required to provide one-hour of group supervision for every ten face-to-face interactions with clients along with two-hours of group supervision a week. Additionally, for interns enrolled in a Master's program, the MH Clinical Supervisors are required to provide one-hour of individual supervision for every five face-to-face interactions with clients along with the two-hours of group supervision per week.

Currently, the number of children and families enrolled in CSB programs experiencing trauma has increased. Additionally, due to changes in the Medi-Cal billing system, the CSB MH Clinical Supervisors administrative responsibilities have been expanded and there are not enough remaining hours for the MH Clinical Supervisors to provide the interns with the number of supervision hour required. The time constraints have also impacted the MH Clinical Supervisors from attending Provider Service Meetings and trainings or to focus on increased collaboration with the internal CSB staff or other Community agencies to ensure all clients are receiving quality, sustainable services.

The increased hours for the CSB MH Clinical Supervisor will allow for CSB to meet the required intern supervision requirements, to bring on more interns and ultimately provide more mental health services to children in need. This will also allow CSB to meet their obligation to serve a minimum of 100 clients as stipulated in the Memorandum of Understanding with Contra Costa County Health Service's Behavioral Health.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, the Community Services Bureau's Mental Health program will not have sufficient staff to provide adequate mental health services to enrolled children or to provide the required supervision hours for CSB MH Interns.

CHILDREN'S IMPACT STATEMENT:

This action will support three of the five Contra Costa County's community outcomes – Outcome 1- Children Ready for and Succeeding in School; Outcome 2: Children and Youth Healthy and Preparing for Productive Adulthood; Outcome 4: Families that are Safe, Stable and Nurturing

AGENDA ATTACHMENTS

AIR 39428_P300 22543 Increase hours of CSB MH Supervisor BOS 11.5.19

MINUTES ATTACHMENTS

Signed P300 22543

POSITION ADJUSTMENT REQUEST

NO. 22543
DATE 9/11/2019

Department Employment and Human Services

Department No./

Budget Unit No. 0588 Org No. 1530 Agency No. A19

Action Requested: Increase the hours of one (1) Community Services Mental Health Clinical Supervisor (CJH3)(unrepresented) position no. 12927 from 20/40 to 40/40 in the Employment and Human Services Department.

Proposed Effective Date: 9/25/2019

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$67,643.00

Net County Cost \$0.00

Total this FY \$45,095.33

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Michelle Fregoso 925-608-5025

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

10/10/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/18/2019

Increase the hours of one (1) Community Services Mental Health Clinical Supervisor (CJH3)(unrepresented) position no. 12927 from 20/40 to 40/40 in the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ ____ (Date)

Amanda Monson

10/18/2019

(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 10/18/2019

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

C.28

NO. 22543
DATE 9/11/2019

Department Employment and Human Services Department No./
Budget Unit No. 0588 Org No. 1530 Agency No. A19

Action Requested: Increase the hours of one (1) Community Services Mental Health Clinical Supervisor (CJH3)(unrepresented) position no. 12927 from 20/40 to 40/40 in the Employment and Human Services Department.

Proposed Effective Date: 9/25/2019

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$67,643.00

Net County Cost \$0.00

Total this FY \$45,095.33

N.C.C. this FY 0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Federal

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Michelle Fregoso 925-608-5025

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

10/10/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/18/2019

Increase the hours of one (1) Community Services Mental Health Clinical Supervisor (CJH3)(unrepresented) position no. 12927 from 20/40 to 40/40 in the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)

Amanda Monson

10/18/2019

(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~~ ☐ xxx

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

DATE Nov 5 2019

BY 

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: November 5, 2019

Subject: Increase Position Hours of one Library Assistant-Journey Level position

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22536 to increase the hours of one (1) vacant Library Assistant-Journey Level (3KVB) (represented) position #6044 from 20/40 hours to 32/40 hours at salary plan and grade QXX 1030 (\$3,531 - \$4,509) in the Library Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost to the Library Fund of approximately \$17,685. No fiscal impact to the County general fund.

BACKGROUND:

The City of Pittsburg has a large, diverse, Spanish-speaking population. It currently has one Library Assistant-Journey Level position that is flagged for bilingual Spanish speakers. Since the time that position was flagged, the Library has determined that there is a higher need for bilingual staff to better serve the Pittsburg population. It has further determined that an increase in the working hours of the current bilingual position would most efficiently serve this need.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Samuel Treanor at (925)
608-7702

cc: Beth Kilian

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the Library will continue to have difficulties serving its diverse Spanish-speaking population.

AGENDA ATTACHMENTS

P300 No. 22536- Increase LAJ hours

MINUTES ATTACHMENTS

Signed P300 22536

POSITION ADJUSTMENT REQUEST

NO. 22536
DATE 9/19/2019

Department County Library

Department No./
Budget Unit No. 0621 Org No. 3765 Agency No. 85

Action Requested: Increase one (1) 20/40 Library Assistant-Journey Level (3KVB) position number 6044 to 32/40 Library Assistant-Journey Level (3KVB).

Proposed Effective Date: 11/1/2019

Classification Questionnaire attached: Yes ☒ No ☐ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$17,685.00

Net County Cost \$0.00

Total this FY \$11,790.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library Fund

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Melinda S. Cervantes

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Shkidt

10/2/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/7/2019

Increase the hours of one (1) vacant Library Assistant-Journey Level (3KVB) (represented) position #6044 from 20/40 hours to 32/40 hours.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ ____ (Date)

Tanya Williams

10/7/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/17/19

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/1/19

No. 22536

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. 22536
DATE 9/19/2019Department County Library

Department No./

Budget Unit No. 0621 Org No. 3765 Agency No. 85

Action Requested: Increase one (1) 20/40 Library Assistant-Journey Level (3KVB) position number 6044 to 32/40 Library Assistant-Journey Level (3KVB).

Proposed Effective Date: 11/1/2019Classification Questionnaire attached: Yes ☒ No ☐ / Cost is within Department's budget: Yes ☒ No ☐Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$17,685.00Net County Cost \$0.00Total this FY \$11,790.00N.C.C. this FY \$0.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT Library FundDepartment must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Melinda S. Cervantes

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Shkidt

10/2/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/7/2019

Increase the hours of one (1) vacant Library Assistant-Journey Level (3KVB) (represented) position #6044 from 20/40 hours to 32/40 hours.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.☐ _____ (Date)

Tanya Williams

10/7/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

10/17/19☒ Approve Recommendation of Director of Human Resources☐ Disapprove Recommendation of Director of Human Resources☐ Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ ~~DISAPPROVED~~David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE Nov 5 2019BY 

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: Robin Lipetzky, Public Defender
Date: November 5, 2019

Subject: Add one (1) full-time Deputy Public Defender-Fixed Term position in the Office of the Public Defender

RECOMMENDATION(S):

ADOPT Position Adjustment No. 22544 to add one (1) full-time Deputy Public Defender-Fixed Term (25WB) (represented) position at Salary Plan and Grade JDX 2197 (\$8,107 - \$8,715) and cancel one (1) vacant Deputy Public Defender-Fixed Term - Project (25W3) (represented) position number 17868 at Salary Plan and Grade JDX 2197 (\$8,107 - \$8,715) in the Office of the Public Defender.

FISCAL IMPACT:

Estimated total annual cost is approximately \$141,079; total this fiscal year is approximately \$94,053. 100% funding source for this position is from the Youthful Offender Block Grant/Juvenile Justice Crime Prevention Act (YOBG/JJCPA) state funding which is administered through the Contra Costa Probation Department.

BACKGROUND:

In 2001, the Juvenile Justice Crime Prevention Act (JJCPA) was created with the passage of the Crime Prevention Act of 2000 which provided stable funding sources for local juvenile justice programs aimed at curbing crime and delinquency among at-risk youth. Contra Costa County uses this funding for programs shown to have promising and positive outcomes, including support for Deputy Probation Officers (DPOs) in high schools, DPOs that work from local police departments, aftercare DPOs at the Orin Allen Youth Rehabilitative facility, and the provision of Functional Family Therapy.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Joanne Sanchez-Rosa,
925-335-8065

cc:

BACKGROUND: (CONT'D)

The Youthful Offender Block Grant (YOBG) was enacted in 2007 as part of the state's decision to transfer to local Probation Departments the responsibility to care for youth who were no longer eligible to be committed to the state's Department of Juvenile Justice. YOBG allocations are used to enhance the capacity of County departments, including the Probation Department, to provide appropriate rehabilitative and supervision services to youthful offenders.

The incumbent Deputy Public Defender will act as the Public Defender's Juvenile Education Advocate/Re-entry Attorney and provide holistic legal services to youth impacted by the juvenile justice system. This Deputy Public Defender will work to improve their educational outcomes, decrease youth homelessness, increase access to medical and mental health care, and increase employment opportunities. This position will be fully funded by the YOBG/JJCPA which is administered through the Contra Costa Probation Department.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the project funding would not be received, and juvenile clients of the Office of the Public Defender will not receive education advocacy services and other holistic legal services.

AGENDA ATTACHMENTS

P300 No. 22544

MINUTES ATTACHMENTS

Signed P300 22544

POSITION ADJUSTMENT REQUEST

NO. 22544
DATE 10/11/2019

Department Public Defender

Department No./
Budget Unit No. 0243 Org No. 2917 Agency No. 43

Action Requested: ADOPT Position No. 22544 to add one (1) full-time Deputy Public Defender-Fixed Term (25WB) and cancel one (1) vacant Deputy Public Defender-Fixed Term - Project (25W3).

Proposed Effective Date: _____

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☐ No ☒

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00

Net County Cost \$0.00

Total this FY \$0.00

N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT YOBG/JJCPA

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Joanne Sanchez-Rosa

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Ramsey AlQaisi (for Paul Reyes)

10/11/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2019

Add one (1) full-time Deputy Public Defender-Fixed Term (25WB) (represented) position at Salary Plan and Grade JDX 2197 (\$8,107 - \$8,715) and cancel one (1) vacant Deputy Public Defender-Fixed Term - Project (25W3) (represented) position number 17868 at Salary Plan and Grade JDX 2197 (\$8,107 - \$8,715)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____(Date)

Gladys Scott Reid

10/16/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/29/2019

☒ Approve Recommendation of Director of Human Resources

☐ Disapprove Recommendation of Director of Human Resources

☐ Other: _____

Paul Reyes

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☐ DISAPPROVED ☐

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/29/2019

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

C.30

NO. 22544
DATE 10/11/2019Department Public DefenderDepartment No./
Budget Unit No. 0243 Org No. 2917 Agency No. 43

Action Requested: ADOPT Position No. 22544 to add one (1) full-time Deputy Public Defender-Fixed Term (25WB) and cancel one (1) vacant Deputy Public Defender-Fixed Term - Project (25W3).

Proposed Effective Date: _____

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☐ No ☒

Total One-Time Costs (non-salary) associated with request: _____

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$0.00Net County Cost \$0.00Total this FY \$0.00N.C.C. this FY \$0.00SOURCE OF FUNDING TO OFFSET ADJUSTMENT YOBG/JJCPADepartment must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Joanne Sanchez-Rosa

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Ramsey AlQaisi (for Paul Reyes)

10/11/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2019

Add one (1) full-time Deputy Public Defender-Fixed Term (25WB) (represented) position at Salary Plan and Grade JDX 2197 (\$8,107 - \$8,715) and cancel one (1) vacant Deputy Public Defender-Fixed Term - Project (25W3) (represented) position number 17868 at Salary Plan and Grade JDX 2197 (\$8,107 - \$8,715)

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.☐ _____ (Date)

Gladys Scott Reid

10/16/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 10/29/2019

- ☒
- Approve Recommendation of Director of Human Resources
-
- ☐
- Disapprove Recommendation of Director of Human Resources
-
- ☐
- Other: _____

Paul Reyes

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ☒ ~~DISAPPROVED~~ ☒David J. Twa, Clerk of the Board of Supervisors
and County AdministratorDATE Nov 5 2019BY 

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: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: Add Five Social Workers to the In-Home Supportive Services Program

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22550 to add five (5) full time Social Worker (X0VC) (represented) positions at salary plan and grade 255-1434 (\$5,463 - \$6,641) in the Employment and Human Services Department.

FISCAL IMPACT:

The anticipated cost of funding these positions are \$338,500 (salary and benefits) for a six-month period (January through June 2020) and \$677,000 for annual costs. The State allocation (CFL 19/20-28) has been increased to \$4,819,574. This increases budgeted revenue of \$2,836,823 by \$1,982,751. This additional revenue has allowed the Department to fund these five additional Social Workers to the Aging and Adult Services Bureau (Org Code 0503). Costs will be covered by 48% Federal, 39% State and 13% County funds.

BACKGROUND:

Employment and Human Services Department (EHSD) is requesting the addition of five Social Workers for the In Home Supportive Services (IHSS) program.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Livienne Manguera,
(925) 608-5022

cc: Livienne Manguera

BACKGROUND: (CONT'D)

The IHSS program has been understaffed over the years, which has been exacerbated by significant caseload growth. The program has been under a state-mandated corrective action plan for several years and has not made the progress required because we have not been able to add staff equal to caseload growth and the challenge of recruiting qualified social workers.

CONSEQUENCE OF NEGATIVE ACTION:

The IHSS program will be unable to hire additional Social Workers so that the Division can make progress on the state-mandated correction improvement plan.

AGENDA ATTACHMENTS

AIR 40019_P300 22550_Add 5 SW positions_BOS 11.5.19

MINUTES ATTACHMENTS

Signed P300 22550

POSITION ADJUSTMENT REQUEST

NO. 22550
DATE 10/25/2019

Department Employment and Human Services Department No./
Budget Unit No. 0503 Org No. 5311 Agency No. A19
Action Requested: Add five (5) full time Social Worker (X0VC) (represented) positions at salary plan and grade 255-1434 (\$5,463 - \$6,641) in the Employment and Human Services Department.

Proposed Effective Date: 11/6/2019

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost	<u>\$677,000.00</u>	Net County Cost	<u>\$88,010.00</u>
Total this FY	<u>\$338,500.00</u>	N.C.C. this FY	<u>\$44,005.00</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 48% Federal, 39% State, 13% County

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

10/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/28/2019

Add five (5) full time Social Worker (X0VC) (represented) positions at salary plan and grade 255-1434 (\$5,463 - \$6,641) in the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ ____ (Date)

Amanda Monson

10/28/2019

(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 10/28/2019

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

C.31

NO. 22550
DATE 10/25/2019

Department Employment and Human Services Department No./
Budget Unit No. 0503 Org No. 5311 Agency No. A19
Action Requested: Add five (5) full time Social Worker (X0VC) (represented) positions at salary plan and grade 255-1434 (\$5,463 - \$6,641) in the Employment and Human Services Department.

Proposed Effective Date: 11/6/2019

Classification Questionnaire attached: Yes ☐ No ☒ / Cost is within Department's budget: Yes ☒ No ☐

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$677,000.00

Net County Cost \$88,010.00

Total this FY \$338,500.00

N.C.C. this FY \$44,005.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 48% Federal, 39% State, 13% County

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

10/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/28/2019

Add five (5) full time Social Worker (X0VC) (represented) positions at salary plan and grade 255-1434 (\$5,463 - \$6,641) in the Employment and Human Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: ☒ Day following Board Action.

☐ _____ (Date)

Amanda Monson

10/28/2019

(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 Nov 5 2019

BY 

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: 2019-20 Quality Matters grant

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to accept funding in the amount of \$175,200 and execute an agreement from Contra Costa County Office of Education for Quality Matters programs for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This agreement is entirely funded by Contra Costa County Office of Education. There is no County match. The county agreement number is 39-200-5.

BACKGROUND:

The Department's 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, 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. These stipends will be used to fund professional growth training for staff implementing the program.

The

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

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Nasim Eghlima, Amy Wells, Teresita Foster

BACKGROUND: (CONT'D)

stipends are awarded to childcare centers to improve the quality services through enhanced professional development for staff and updated, improved site materials. The stipends will be given out on a per classroom basis. 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.

Professional development stipends will be distributed to selected classrooms, not to individuals, to fund site-based training for classroom staff.

Selection of site award is determined by which sites have National Association of Education of Young Children (NAEYC) and/or Preschool Makes a Difference (PMD) designations. The CSB Director will make final decisions regarding stipend allocations. Allocation will be based on site designation, size of center population, and professional learning needs as determined through assessment. The agreement includes a clause to indemnify the County Office of Education.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the Department will not receive funding to implement Quality Rating System components.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment & Human Services Department'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: November 5, 2019

Subject: Quality Rating Improvement System Mini-grant Award

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to accept funding in the amount of \$16,000 from Contra Costa County Office of Education for the Quality Matters Program.

FISCAL IMPACT:

County to receive \$16,000 in grant revenue from Contra Costa County Office of Education. No County match is required.

BACKGROUND:

On August 30, 2019, the Department of Employment and Human Services was notified of the award from Contra Costa County Office of Education for Quality Rating and Improvement System (QRIS) Infant-Toddler mini-grants in the amount of \$16,000. The funds are to be used to enhance classroom environments and teacher training at the following Contra Costa County children's centers:

- Ambrose (Bay Point) - \$5,000
- Contra Costa College Early Head Start (San Pablo) - \$3,000
- Marsh Creek (Brentwood) - \$5,000
- Verde (Richmond) - \$3,000

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Nasim Eghlima, Amy Wells, Teresita Foster

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, infant-toddler childcare classrooms will not be able to execute valuable classroom enhancements and teacher training.

CHILDREN'S IMPACT STATEMENT:

The Community Services Bureau of the Employment and Human Services Department's 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 children from low income families throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Agreement #29-469-21 with the California Department of Health Care Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee (Suzanne Tavano), to execute on behalf of the County Standard Agreement #29-469-21 (State #18-95239) with the California Department of Health Care Services, to administer and oversee the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, and Crisis Counseling Assistance and Training programs for County's community mental health services, for the period from July 1, 2018 through June 30, 2021.

FISCAL IMPACT:

Under this Contract, the County shall be reimbursed by the California Department of Health Care Services with Federal Title XIX funds for the cost of federally eligible Short-Doyle/Medi-Cal Specialty Mental Health services rendered to federally eligible Medi-Cal beneficiaries. County shall adhere to the State maximum statewide reimbursement of negotiated rates for Short-Doyle/Medi-Cal (SD/MC) services and Medi-Cal Specialty Mental Health Services for Fiscal Years 2018 through 2021. Reimbursement for Federal Grants shall be subject to Federal cost containment requirements and availability of funds.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano,
925-957-5201

cc: Marcy Wilhelm

BACKGROUND:

This Mental Health Services Performance Agreement covers County Realignment requirements, including maintenance of effort, access to and use of State Hospital, data collection and reporting, and cost reporting on County Mental Health Programs. The County shall provide an array of Mental Health treatment options and case management services to County Mental Health residents in accordance with the Welfare and Institution Codes section 5600.2 through 5600.9.

On November 14, 2017, the Board of Supervisors approved Performance Standard Agreement #29-469-20 with the California Department of Health Care Services for Fiscal Year 2017 through 2018.

This Agreement was received by the County from State on September 17, 2019. Approval of this Agreement #29-469-21 will allow County to administer and oversee the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, and Crisis Counseling Assistance and Training programs for County's community mental health services, through June 30, 2021. This Agreement requires the County to indemnify the California Department of Health Care Services.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved the County will not receive funding for mental health community services and will not meet the conditions and requirements of the State Department of Health Services.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: 2019-20 CA Department of Education Alternative Payment Childcare Services Revenue Contract Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Department Director, or designee, to execute a revenue agreement amendment with California Department of Education for alternative payment childcare programs operated by the County, to increase the payment limit by \$179,692 from \$3,033,363 to a new payment limit of \$3,213,055 with no change to the term July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This agreement is funded by the California Department of Education and no County match is required. The State funding number is CAPP 9010 / Amendment #1; the County number is 29-212-35.

The funding is 66% (\$2,125,714) a Federal pass through with CFDA #93.596 and 34% (\$1,087,341) is State. The Federal funds are passed through the State's Department of Education.

BACKGROUND:

The Department was notified by the California Department of Education on June 3, 2019 of the County's 2019-20 allocation for the Alternative Payment childcare services

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6334

cc: Nelly Ige, Haydee Ilan, Teresita Foster

BACKGROUND: (CONT'D)

program. Through this program, CSB administers subsidized childcare through a vendor approach, providing full or partial payments for childcare of eligible families. These programs are designed to maximize parental choice in selecting childcare. Parents may select childcare services from licensed centers and preschools, licensed family childcare homes, or licensed-exempt providers. Priority is given to families who interface with Child Protective Services, families with children at-risk of abuse and neglect, low-income families, and families with children who have special needs. Approval of this board order will allow the continued provision of these childcare services. The board approved execution of the revenue agreement on June 18, 2019 (c.49). The state routinely adds funding to these agreements throughout the program year. This board order is to approve the execution of a revenue agreement to provide additional funds for the operation of the alternative payment childcare program.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not receive additional funding to operate this childcare program.

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.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: 2019-20 Food Services Agreement with Mt. Diablo Unified School District / Crossroads High School

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract and accept reimbursement in an amount not to exceed \$24,200 from Mount Diablo Unified School District, for the provision of food services at the Crossroads High School childcare program for the period August 1, 2019 through June 30, 2020.

FISCAL IMPACT:

There are no net County costs associated with this agreement. Mount Diablo Unified School District has agreed to reimburse the County up to the limits of the California Child and Adult Food Program, for all food service expenses related to this contract. The program may provide up to 5,000 meals at the rate of \$1.84 per breakfast and \$3.00 per lunch.

BACKGROUND:

In order to further support the childcare service partnership with Crossroads High School and to ensure the success of food and nutrition goals within these programs, the Department provides the daily meals at selected childcare sites. The meals are provided to program eligible children co-enrolled in the California Child and Adult Food Program and the Contractor's education programs.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6334

cc: Nelly Ige, Sam Mendoza, Janet Buttrick

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will be unable to provide food services to its childcare partner.

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.



Contra Costa County

To: Board of Supervisors

From: Matt Slattengren

Date: November 5, 2019

Subject: 19-0218 Insect Pest Detection Trapping

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute agreement #19-0218 Insect Pest Detection Trapping with the California Department of Food and Agriculture (CDFA) to receive reimbursement in an amount not to exceed \$788,418 to provide pest detection services for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Agreement will reimburse the County for expenses incurred, not to exceed \$788,418 during the period July 1, 2019 through June 30, 2020 for pest detection services performed on behalf of the California Department of Food and Agriculture (CDFA) in Contra Costa County. This revenue was budgeted in FY 19/20. There is no county match of funds.

BACKGROUND:

The county shall provide services for the placement and servicing of traps for the detection of exotic insect pests, which are considered hazardous to agriculture and the economy of California. The insects may include, but are not limited to: the Mediterranean Fruit Fly, Mexican Fruit Fly, Oriental Fruit Fly, Melon Fly, Gypsy Moth and Japanese Beetle. This agreement includes delimitation work associated with the detection of one or more life stages of target pests in the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: 925-608-6600

cc:

BACKGROUND: (CONT'D)

The services shall be performed in and throughout the County of Contra Costa for the period July 1, 2019 through June 30, 2020. This agreement includes an indemnification provision, and meets with Risk Management approval.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in the loss of revenue to the county and possible threat to our local agriculture and residents of Contra Costa County.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: November 5, 2019

Subject: FY 20 Urban Area Security Initiative Grant - Towable Generators

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grants Program in an amount not to exceed \$192,000 for the purchase of two towable emergency power generators.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) could receive up to \$192,000 in federal funds if awarded. There is no local agency cost sharing requirement. The grant award may be lower than the amount requested.

BACKGROUND:

The UASI Program assists high-threat, high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Lewis Broschard, Fire Chief
 (925) 941-3300

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using a "Whole Community" approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness. Urban areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

The District is seeking approval to apply for the UASI grant to purchase two (2) towable 125 kilowatt emergency power generators. The generators will provide the District and its operational area's critical infrastructure with emergency power in future instances of power failure or Public Safety Power Shutoffs.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: Apply for and Accept Veterans in the Arts Grant for Fiscal Year 2020-21

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to apply for and accept funding in an amount not to exceed \$11,000 from the State's California Arts Council, Veterans in the Arts grant to provide AboutFace veterans self-portrait painting workshops for the period July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

If approved, the County will receive up to \$11,000. The grant requires a 100% County match, of which 50% can be an in-kind match.

BACKGROUND:

The Veterans in the Arts (VIA) program is rooted in the California Arts Council's (CAC) desire to increase equity, access, and opportunities for veterans to participate in quality arts programming that is sensitive and responsive to their unique experiences. The VIA program provides project and partnership support for State-Local Partners (SLPs) to reach veterans, active military, and their families. VIA serves to enrich the lives of veterans through arts programming.

In 2014, the County as the SLP in Contra Costa, responded to the CAC VIA pilot grant opportunity with a proposal to develop the AboutFace: Building Veterans Self-understanding through Self-expression project.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Julia Taylor,
925.335.1043

cc:

BACKGROUND: (CONT'D)

After a successful AboutFace pilot project in FY15-16, the County has applied for and received VIA funding each fiscal year, ever since.

The Arts Commission of Contra Costa County (AC5) has led the AboutFace project each year, which conducts painting workshops throughout the five County districts. The County offers two-day self-portrait painting workshops to interested Contra Costa County veterans, at no cost and with all painting materials provided. AC5 continues to engage community partners to lend support to this project. Approval of this request will allow the County to compete for the new grant so that more County veterans can participate in the AboutFace project during the grant period July 1, 2020 through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

The County will not compete for the grant and be able to provide AboutFace project painting workshops to veterans in FY 2020-21.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Grant Award #28-701-6 with United States Department of Health and Human Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Award #28-701-6 from the United States Department of Health and Human Services, to pay County an amount not to exceed \$200,000, for the operation of the Appian House Transitional Housing Program for youth ages 18-21 in Contra Costa County who are homeless and exiting the foster care system, for the period from September 30, 2019 through September 29, 2020.

FISCAL IMPACT:

Approval of this award will result in an amount not to exceed \$200,000, payable to the County, from United States Department of Health and Human Services. County match of \$32,400 is required.

BACKGROUND:

The funds received from United States Department of Health and Human Services are necessary for the operation of the Appian House Transitional Housing Program which serves youth 18 to 21 years of age who are homeless and exiting the foster care system.

Approval of Grant Award #28-701-6 will allow the County to receive funding for the Appian House Transitional Housing Program, through September 29, 2020.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

CONSEQUENCE OF NEGATIVE ACTION:

If this award is not accepted, the Appian House Transitional Housing Program would be required to operate at reduced capacity.



Contra Costa County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Grant Agreement #28-789-11 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 Agreement #28-789-11 (VA #612-20-1-2973-0010) with U. S. Department of Veterans Affairs Northern California Health Care System (VANCHCS), a Government Agency, to pay the County in an amount not to exceed \$209,762 for the provision of services and associated operating cost of West County's Adult Interim Housing Program in Richmond, for the period from October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

Approval of this Agreement will result in \$209,762 in funds from VANCHCS for the West County's Adult Interim Housing Program in Richmond. (No County match).

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 23, 2018, the Board of Supervisors approved Agreement #28-789-10 to receive funding to support emergency shelter housing for homeless veterans of Contra Costa County through September 30, 2019.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 5, 2019

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)

Approval of Grant Agreement #28-789-11 will allow the County to receive funds to support the West County's Adult Interim Housing Program in Richmond through September 30, 2020.

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: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Amendment Agreement #28-372-2 with the City of Richmond for its Police Department

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #28-372-2 with the City of Richmond for its Police Department, a government agency, to increase the amount payable to the County by \$100,000, from \$100,000 to a amount not to exceed \$200,000, and to extend the termination date from June 30, 2019 to June 30, 2020, for the Coordinated Outreach, Referral and Engagement (CORE) Program to provide additional homeless outreach services.

FISCAL IMPACT:

Approval of this Amendment Agreement will allow the County to receive an amount not to exceed \$200,000 from the City of Richmond for its Police Department to provide homeless outreach services. No County match is required.

BACKGROUND:

The CORE Program locates and engages homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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)

On October 16, 2018, the Board of Supervisors approved Agreement #28-372-1 with the City of Richmond for its Police Department to receive funds to operate the CORE Program and provide homeless outreach services through June 30, 2019.

Approval of Amendment Agreement #28-372-2 will allow the County to provide additional homeless outreach services through June 30, 2020. 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 amendment agreement is not approved, County will not receive additional funding and without such funding, the CORE program may have to operate at a reduced capacity.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Standard Agreement #29-502-45 with the California Department of Health Care Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Standard Agreement #29-502-45 (State #19-96218) with the California Department of Health Care Services to pay the County an amount not to exceed \$64,760,373, to provide substance abuse prevention, treatment and recovery support services to County residents through the authority of Federal Substance Abuse Prevention and Treatment Block Grants (SABG), for the period July 1, 2019 through June 30, 2022.

FISCAL IMPACT:

This Agreement will provide funding for the period July 1, 2019 through June 30, 2022 in an amount not to exceed \$64,760,373 for the SABG. No County match is required.

BACKGROUND:

On December 5, 2017, the Board of Supervisors approved Standard Agreement #29-502-42 (as amended by Amendment Agreements #29-502-43 and #29-502-44), to receive State General Funds, Federal Block Grant allocations and Drug/Medi-Cal funds for Substance Use Disorder (SUD) services, for the period from July 1, 2017 through June 30, 2020.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Laura Cassell, Deputy

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of this Standard Agreement #29-502-45 allows the County to continue to receive SABG allocation funds and allow the Department to continue providing substance abuse services to Contra Costa County residents. In accordance with this agreement, the County agrees to indemnify and hold the State harmless for claims arising out of the County's performance under the Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, County will not receive funding to support the continuation of substance abuse services in Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Grant Award #29-603-3 with United States Department of Housing and Urban Development

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #29-603-3 (CA1394L9T051803) with the United States Department of Housing and Urban Development (HUD), for McKinney-Vento Act funds, to pay County an amount not to exceed \$550,344, for the County's Continuum of Care Coordinated Entry Project to provide supportive services to homeless residents, for the period from October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

Approval of this award will result in an amount not to exceed \$550,344, payable to the County from HUD McKinney-Vento Act funds for County's Continuum of Care Coordinated Entry Project. (Required match of \$137,586 will be provided by County)

BACKGROUND:

The Contra Costa Continuum of Care (CoC), through its Inter-jurisdictional Council on Homelessness was awarded funds for the Coordinated Entry Project. The Contra Costa Coordinated Entry Project has implemented a coordinated assessment system to stream line access to housing and services while addressing barriers and getting the right resources to the right people, at

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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)

the right time. Serving all homeless clients throughout the County, this project will support outreach team staff to locate and engage clients in the Coordinated Entry System, supported by housing navigators in our crisis response system. `

On July 24, 2018, the Board of Supervisors approved Grant Agreement #29-603-2 for the period from October 1, 2018 through September 30, 2019.

Approval of Grant Award #29-603-3 will allow the County to continue to receive funding for the CoC Coordinated Entry Project, through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this award is not accepted, the County will not receive funding to support the CoC Coordinated Entry Project and homeless residents will not receive their supportive services.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 5, 2019

Subject: APPLICATION FOR FY 2019 STATE HOMELAND SECURITY GRANT PROGRAM FUNDS

RECOMMENDATION(S):

ADOPT Resolution No. 2019/623 authorizing the Sheriff-Coroner, or designee to apply for and accept State Homeland Security Grant Program (SHSGP) funds in an initial amount of \$1,257,540 from the California Governor's Office of Emergency Services, make required grant assurances and authorize specified Sheriff's Office officials to act on behalf of the County to obtain funding for the period of September 1, 2019 through the end of grant fund availability.

FISCAL IMPACT:

\$1,257,540, 100% Federal. No County match.

BACKGROUND:

The California Governor's Office of Emergency Services (Cal OES) is responsible for designing and implementing homeland security initiatives and ensuring that the state is ready to protect lives and property by effectively preparing for, preventing, responding to, and recovering from all threats, crimes, hazards, and emergencies. To help fulfill this mission, Cal OES administers a pass-through program of federal homeland security grant funds to local public agencies through California. This program is critical to maintaining the quality and quantity of homeland security initiative programs provided within the County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Mary Jane Robb,
925-335-1557

cc:

BACKGROUND: (CONT'D)

The funding will allow for enhanced coordination and communication among the disciplines to maximize protective actions, emergency preparedness, and the effective response to emergencies and disasters. The initial total grant program allocation provided to the County by the U.S. Department of Homeland Security and sub-granted through the State of California is \$1,257,540. The grant application requires the County to adopt a resolution (attached) appointing an authorized agent to act on behalf of the Board of Supervisors by executing any actions necessary for each application and sub-grant. The application also requires the applicants to make certain grant assurances prescribing requirements to which the County will be held accountable.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff would not be able to apply for and accept this grant funding.

AGENDA ATTACHMENTS

Resolution 2019/623

MINUTES ATTACHMENTS

Signed Resolution No. 2019/623

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/623

IN THE MATTER OF: Applying for and Accepting 2019 State Homeland Security Grant Program funds.

WHEREAS the County of Contra Costa is seeking funds available through the California Homeland Security Grant Program administered by the California Governor's Office of Emergency Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, 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 including grant modification and extensions provided by the U.S. Department of Homeland Security and sub-granted through the State of California related to the State Homeland Security Grant Program.

I hereby certify that this 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: Mary Jane Robb, 925-335-1557

ATTESTED: November 5, 2019

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

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 11/05/2019 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐ /

ABSENT: ☐ /

ABSTAIN: ☐ /

RECUSE: ☐ /



Resolution No. 2019/623

IN THE MATTER OF: Applying for and Accepting 2019 State Homeland Security Grant Program funds.

WHEREAS the County of Contra Costa is seeking funds available through the California Homeland Security Grant Program administered by the California Governor's Office of Emergency Services;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff or the Sheriff's Chief of Management Services, 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 including grant modification and extensions provided by the U.S. Department of Homeland Security and sub-granted through the State of California related to the State Homeland Security Grant Program.

I hereby certify that this 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: Mary Jane Robb, 925-335-1557

ATTESTED: November 5, 2019

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

Laura Cassell
 By: Laura Cassell, Deputy

cc:



Contra Costa County

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: The California Better Careers Design Group

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to apply for and accept grant funding in an amount not to exceed \$25,000 from Third Sector Capital Partners, Inc., for the Office of Reentry and Justice to participate in the California Better Careers Design Group.

FISCAL IMPACT:

The California Better Careers Design Group is supported by a grant that Third Sector Capital Partners, Inc., receives from the James Irvine Foundation. It provides each organization in the Design Group a \$25,000 participation grant, and reimbursement for workshop travel and lodging expenses.

BACKGROUND:

The County Administrator's Office was recently offered the opportunity to participate in the "California Better Careers Design Group" by Third Sector Partners, Inc. (Third Sector). Third Sector is a nonprofit advisory firm that "leads governments, high-performing nonprofits, and private funders in building evidence-based initiatives that address society's most persistent challenges." Their mission is to accelerate the transition to a performance-driven social sector guided by values of respect, rigor, resourcefulness, results, and reflection.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: L. DeLaney,
925-335-1097

cc:

BACKGROUND: (CONT'D)

Opportunity Overview

The Better Careers Design Group (BCDG) is a cross-sector group organized by Third Sector that will collaborate to apply new skills and design solutions for systemic workforce challenges. It aims to advance the equity of economic outcomes in California in an 18-month long curriculum that will involve more than 15 participant organizations and 6 interactive workshops. From January 2020 through June 2021, the Design Group members will partner with people and communities they serve to investigate problems that may exist within their local workforce systems. Members will learn and utilize human-centered, and outcomes-oriented design while building relationships across sectors and gaining guidance from state-level agencies.

Design Group members will create collective, localized outcomes-driven plans that promote equity and further at least one of the goals of the Better Careers initiative:

- Help under-resourced jobseekers secure jobs that pay a family-sustaining wage
- Improve training opportunities that lead to quality jobs and advancement
- Identify successful models of matching employers with middle-skilled workers
- Build and grow a diversified pool of talented workers

The Design Group is supported by a grant from the James Irvine Foundation that allows members to participate at no cost. The program is supported by a \$25,000 participation grant, and reimbursement for all workshop travel and lodging expenses. Each Design Group organization will select two staff members to join the Design Group. The application is open to Irvine Better Careers Initiative grantees as well as any governmental agency in California focused on at least one goal of the Better Careers initiative. Preference will be given to organizations with pre-existing relationships that apply as a complete Design Group Team. Each organization will need to submit an individual application for their organization. The ORJ is applying as a member of the Design Group Team with the Contra Costa County Workforce Development Board, the Employment and Human Services Department, and Rubicon Programs, Inc.

The Office of Reentry & Justice (ORJ), a project of the County Administrator's Office in the County of Contra Costa, is responsible for the procurement process and contract administration for AB 109 Public Safety Realignment-funded "Community Programs." These AB 109 Community Programs include \$2.283 million annually for "Employment Support and Placement Services," which are currently provided on a countywide basis to the County's returning residents by Rubicon Programs, Inc. The barriers faced by those returning to the community from jail and/or prison are manifold and complex; they may include (but are not limited to) substance use disorder, lack of training or education, unstable work history, transportation challenges, and lack of housing/housing instability. The ORJ is also responsible for data collection and analysis activities related to the County's implementation of Public Safety Realignment, including the administration of a Salesforce-based reentry services database for service providers' utilization.

CONSEQUENCE OF NEGATIVE ACTION:

Inaction or negative action would prevent the Office of Reentry and Justice from participating in the California Better Design Group process for the period of January 1, 2020 through June 30, 2021.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: November 5, 2019

Subject: FY 20 Urban Area Security Initiative Grant - Hooklift Modular Transport Vehicle

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grants Program in an amount not to exceed \$295,000 for the purchase of a hooklift modular transport vehicle.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) could receive up to \$295,000 in federal funds if awarded. There is no local agency cost sharing requirement. The grant award may be lower than the amount requested.

BACKGROUND:

The UASI Program assists high-threat, high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance to address the unique multi-discipline planning, organization,

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
 Candace Andersen, District II Supervisor
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 Federal D. Glover, District V Supervisor

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ATTESTED: November 5, 2019

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

Contact: Lewis Broschard, Fire Chief,
 925-941-3300

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

equipment, training, and exercise needs of high-threat, high-density urban areas and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using a "Whole Community" approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness. Urban areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

The District is seeking approval to apply for the UASI grant to purchase a hooklift modular transport vehicle. This project will provide us with a vehicle that can deliver modularized rescue containers to multiple locations in a large incident with one vehicle. This project is based on a vehicle that Phoenix Fire Department has used for a number of years and has been deployed to multiple major disasters with FEMA USAR AZ TF-1. The vehicle is a three axle commercial chassis truck that has a specialized system built on it that allows it to move up to a fully loaded 20 foot intermodal container. The containers will each be designed for different rescue disciplines (heavy breaching, shoring, etc.). This vehicle would give our department and the region the ability to build multiple caches of equipment and deliver them with one vehicle.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: November 5, 2019

Subject: FY 20 Urban Area Security Initiative Grant - Search Cameras

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grants Program in an amount not to exceed \$41,000 for the purchase of two search cameras.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) could receive up to \$41,000 in federal funds if awarded. There is no local agency cost sharing requirement. The grant award may be lower than the amount requested.

BACKGROUND:

The UASI Program assists high-threat, high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Lewis Broschard, Fire Chief,
 925-941-3300

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using a "Whole Community" approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness. Urban areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

The District is seeking approval to apply for the UASI grant to purchase two (2) search cameras. The cameras have the ability to view 360 degrees, to be used during collapse rescue operations to assist in finding trapped victims. The purchase will be for two quick search kits and two larger USAR kits that have more options. These devices will be placed on the current rescue apparatus that we have to achieve a higher typing with the state Office of Emergency Services (OES). These tools will help us to qualify for Type 1 heavy rescue qualification.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: November 5, 2019

Subject: FY 20 Urban Area Security Initiative Grant - Search and Rescue Listening Device

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grants Program in an amount not to exceed \$38,000 for the purchase of search and rescue listening devices.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) could receive up to \$38,000 in federal funds if awarded. There is no local agency cost sharing requirement. The grant award may be lower than the amount requested.

BACKGROUND:

The UASI Program assists high-threat, high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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 Federal D. Glover, District V Supervisor

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ATTESTED: November 5, 2019

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

Contact: Lewis Broschard, Fire Chief,
 925-941-3300

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using a "Whole Community" approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness. Urban areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

The District is seeking approval to apply for the UASI grant to purchase search and rescue listening devices to be used during collapse rescue operations to assist with finding entombed living victims that cannot be seen with search cameras. These devices will be placed on the current rescue apparatus that we have to achieve a higher typing with the state Office of Emergency Services (OES). These tools will help us to qualify for Type 1 heavy rescue qualification.



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: November 5, 2019

Subject: FY 20 Urban Area Security Initiative Grant - WMD Rescue PPE

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grants Program in an amount not to exceed \$24,900 for the purchase of Weapons of Mass Destruction rescue Personal Protective Equipment.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) could receive up to \$24,900 in federal funds if awarded. There is no local agency cost sharing requirement. The grant award may be lower than the amount requested.

BACKGROUND:

The UASI Program assists high-threat, high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide financial assistance

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Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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

Contact: Lewis Broschard, Fire Chief,
 925-941-3300

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using a "Whole Community" approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness. Urban areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

The District is seeking approval to apply for the UASI grant to purchase Weapons of Mass Destruction (WMD) Personal Protective Equipment (PPE) that will outfit our personnel in case of a Chemical, Biological, Radiological, Nuclear, or Explosive materials (CBRNE) attack. The PPE to be purchased are: butyl rubber gloves, CBRNE filter cartridges, adapters for current AV3000 masks to be Air-Purifying Particulate Respirator (APR), personal dosimeters, and Level B hazmat ensemble. These items will be placed on the current rescue apparatus that we have to achieve a higher typing (type 1) with the state Office of Emergency Services (OES).



**Contra
Costa
County**

To: Contra Costa County Fire Protection District Board of Directors
 From: Lewis T. Broschard III, Chief, Contra Costa Fire Protection District
 Date: November 5, 2019

Subject: FY 20 Urban Area Security Initiative Grant - Griphoist

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Fire Chief, or designee, to apply for and accept grant funding from the Federal Emergency Management Agency, U.S. Department of Homeland Security, Urban Area Security Initiative (UASI) Grants Program in an amount not to exceed \$10,000 for the purchase of two griphoist rescue units.

FISCAL IMPACT:

The Contra Costa County Fire Protection District (District) could receive up to \$10,000 in federal funds if awarded. There is no local agency cost sharing requirement. The grant award may be lower than the amount requested.

BACKGROUND:

The UASI Program assists high-threat, high-density urban areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to, and recover from acts of terrorism. The UASI program is intended to provide

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☐ OTHER

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☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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ATTESTED: November 5, 2019

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

Contact: Lewis Broschard, Fire Chief,
 925-941-3300

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

financial assistance to address the unique multi-discipline planning, organization, equipment, training, and exercise needs of high-threat, high-density urban areas and to assist these areas in building and sustaining capabilities to prevent, protect against, mitigate, respond to, and recover from threats or acts of terrorism using a "Whole Community" approach. Activities implemented with UASI funds must support terrorism preparedness by building or enhancing capabilities that relate to the prevention of, protection from, mitigation of, response to or recovery from terrorism in order to be considered eligible. However, many capabilities which support terrorism preparedness simultaneously support preparedness for other hazards. Grantees must demonstrate the dual-use quality for any activities implemented that are not explicitly focused on terrorism preparedness. Urban areas must use UASI funds to employ regional approaches to overall preparedness and are encouraged to adopt regional response structures whenever appropriate. UASI program implementation and governance must include regional partners and should have balanced representation among entities with operational responsibilities for prevention, protection, mitigation, response, and recovery activities within the region.

The District is seeking approval to apply for the UASI grant to purchase two (2) 8000 lbs. rated griphoist rescue units. These devices will be placed on our current rescue apparatus to increase our typing from a Type 2 to a Type 1 heavy rescue.



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: Contract Amendment with Energy Council to Support East Bay Energy Watch Activities - 2019

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute, on behalf of the County, a contract amendment with Energy Council, a joint exercise of powers agency, to increase the payment limit to the County by \$40,000 to a new payment limit of \$125,000, and to extend the term of the contract from December 31, 2018, through December 31, 2019, for the County's continued work in connection with East Bay Energy Watch.

FISCAL IMPACT:

There will be no impact to the General Fund. The funding provided by this contract will continue to cover Department of Conservation and Development (DCD) staff time costs associated with assisting PG&E and the Energy Council with its East Bay Energy Watch (EBEW) Local Government Partnership Program for calendar year 2019.

BACKGROUND:

East Bay Energy Watch (EBEW) is a Local Government Partnership (LGP) collaboration between PG&E, local governments, non-profit and for-profit service providers in the East Bay providing energy efficiency solutions for residents and businesses in communities throughout Alameda and Contra Costa Counties. EBEW is one of twenty-two (22) Energy Watch LGPs administered by PG&E and funded by California utility ratepayers under the auspices of the California Public Utilities Commission (CPUC). EBEW consists

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 ☐ OTHER
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 ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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 Federal D. Glover, District V Supervisor

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ATTESTED: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Demian Hardman, (925) 674-7826

cc:

BACKGROUND: (CONT'D)

of city and county staff members of both Alameda and Contra Costa Counties that work together to support energy efficient programs to meet the needs of local customers and communities.

Since 2010, the County has been actively participating in EBEW and receiving funding to assist with marketing and outreach on the various energy efficient incentive (rebate) programs being offered to businesses throughout Contra Costa.

In early 2016, the County was allocated funding to act as Co-Administrator in partnership with the Energy Council (a joint powers agency formed by Alameda County and its cities) to (1), support EBEW administrative functions on behalf of EBEW programs in Contra Costa County and (2), implement a marketing and outreach campaign targeting small/medium businesses within the incorporated and unincorporated areas of the County. In 2017, the County entered into a contract with the Energy Council for \$40,000 for a period of January 1, 2017 through December 31, 2017, which included the same activities, but excluded the requirement of implementing a marketing and outreach campaign. A contract amendment was executed for the period of December 31, 2017 to December 31, 2018, which also increased the dollar amount from \$40,000 to \$85,000 to continue to act as Co-Administrator with the Energy Council for EBEW and cover staff costs. The proposed contract amendment increases the dollar amount an additional \$40,000 to \$125,000 for the period December 31, 2018 through December 31, 2019, for County staff to continue to support EBEW activities.

Due to PG&E's existing financial circumstances and the unique nature of the required contract language and funding source, both agencies needed to wait until other agreements were established with PG&E before each agency could move forward with this contract amendment. As with all prior amendments to this contract, the agreement requires the County to defend and indemnify the Energy Council from all claims and liabilities to the extent that the claims and liabilities arise from the County's negligence or willful misconduct while performing its obligations under the agreement. The proposed effective date of this contract will provide for cost reimbursement for eligible work completed by DCD staff, in accordance with the contract requirements.

CONSEQUENCE OF NEGATIVE ACTION:

Inaction or negative action would deprive the Conservation and Development Department of an additional \$40,000 to cover staff time to support EBEW activities on behalf of the incorporated and unincorporated areas of the county for calendar year 2019.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Amendment/Extension Agreement #23-523-5 with API Healthcare Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #23-523-5 with API Healthcare Corporation, a corporation, effective June 28, 2019, to amend Contract #23-523-2 (as amended by #23-523-4), to increase the payment limit by \$101,739, from \$701,808 to a new payment limit of \$803,547, and to extend the termination date from June 29, 2019 to June 30, 2020, for continued software licensing, hosting and maintenance services for the Health Services Information Systems Unit.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise fund I. (No rate increase)

BACKGROUND:

On June 21, 2016, the Board of Supervisors approved Contract #23-523-2 (as amended by Amendment #23-523-4) with API Healthcare Corporation for the implementation, licensing and hosting of Contractor's Patient Classification software and Staffing and Scheduling system, for the period from June 30, 2016 through June 29, 2019.

On October 24, 2017, the Board of Supervisor approved Contract Amendment Agreement #23-523-4 to increase the payment limit by \$10,800 from \$691,008 to a new payment limit of \$701,808.

☒ APPROVE

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☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Candace Andersen, District II Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

BACKGROUND: (CONT'D)

Approval of Contract Amendment/Extension Agreement #23-523-5 will allow the Contractor to continue to provide software licensing, hosting and support and maintenance services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment/extension is not approved, the Health Services Department's Information Systems Unit will not receive the software support and maintenance services needed for Patient Classification and Staffing and Scheduling Systems.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 5, 2019

Subject: Marine Salvage Services - Sean Alexander Marine Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Sean Alexander Marine Services in an amount not to exceed \$500,000 to provide marine salvage services for the period December 1, 2019 through November 3, 2020.

FISCAL IMPACT:

\$500,000.00. Budgeted. Funded by the California Department of Boating and Waterways grant, Surrendered and Abandoned Vessel Exchange (SAVE) and the General Fund.

BACKGROUND:

The waterways in and around Contra Costa County have long been used for the illegal dumping and sinking of abandoned and derelict vessels of all sizes and types. If allowed to remain, these vessels are often hazards to safety, navigation, wildlife, and are hazardous to the environment. Many vessels are carrying hazardous materials. The vessels adversely impact residents, commercial, and recreational boaters in and around Contra Costa County.

The Office of the Sheriff's Marine Services Unit utilizes salvers who are specially trained, equipped, and capable of removing the vessels that may be afloat, aground or submerged.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: November 5, 2019

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 Office of the Sheriff may not be in compliance with the grant funding and in addition, abandoned vessels may not be removed from County waterways.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Approve and Authorize an Amendment No. 2 with Quality Assurance Engineering, Inc. (d/b/a Consolidated Engineering Laboratories)

RECOMMENDATION(S):

APPROVE and AUTHORIZE Public Works Director, or designee, to execute a contract amendment with Quality Assurance Engineering Inc., (d/b/a Consolidated Engineering Laboratories), effective November 5, 2019 to increase the payment limit by \$400,000 to a new payment limit of \$1,250,000 and to extend the term from June 26, 2021 to June 26, 2022 to provide on-call materials testing and inspection services.

FISCAL IMPACT:

Work performed under this on-call contract is funded with charges to various facilities projects.

BACKGROUND:

On June 26, 2018, the Board of Supervisors approved a Standard Contract

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: November 5, 2019

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)

in the amount of \$850,000 through the period of June 26, 2021.

On December 27, 2018, the Public Works Department approved an Administrative Amendment Agreement, Amendment No. 1 to increase rates.

The Public Works Department is involved in various Facilities projects in the County that require materials testing and inspection services. Government Code section 31000 authorizes the County to contract for services including the type of material testing and inspections services that Quality Assurance Engineering, Inc.(d/b/a Consolidated Engineering Laboratories) provides.

The contract payment limit of \$850,000 has nearly been reached. Amendment No. 2 is necessary to provide for the additional costs associated with completion of material testing and inspection services for existing and new projects.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board of Supervisors approval, there is a possible delay in completing current projects requiring materials testing and inspection services. Executing this amendment will facilitate the process of various County Facilities projects requiring materials testing and inspection expertise.



Contra Costa County

To: Board of Supervisors
 From: Anna Roth, Health Services Director
 Date: November 5, 2019

Subject: Contract #74-610 with WestCare California, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-610 with WestCare California, Inc., a non-profit corporation, in an amount not to exceed \$2,028,824, to provide substance use disorder prevention, treatment, and detoxification services for Contra Costa County residents in West County, for the period October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This Contract is funded by 54% Substance Abuse Treatment and Prevention Block Grant, and 46% Federal Medi-Cal.

BACKGROUND:

This Contract meets the social needs of County's population by providing specialized substance use disorder treatment services, so that men and women, including women with children, are provided an opportunity to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

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ATTESTED: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
 925-957-5212

BACKGROUND: (CONT'D)

Under Contract #74-610, the Contractor will provide substance use disorder prevention, treatment, and detoxification treatment services for County residents in West County who are referred through the Behavioral Health Access Line, for the period October 1, 2019 through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County's Clients will not receive substance use disorder treatment from Contractor, resulting in an overall reduction of services to a community at risk for incarceration.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse prevention program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" and "Communities that are Safe and Provide a High Quality of Life for Children and Families" community outcomes by providing individual, group, and family counseling; substance abuse education; rehabilitation support services; and substance abuse prevention services. Expected outcomes include increased knowledge about the impact of addiction; decreased use of alcohol, tobacco and other drugs; increased use of community-based resources; and increased school and community support for youth and parents in recovery.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Interagency Agreement #74-426-8 with The Regents of the University of California, San Francisco

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #74-426-8 containing mutual indemnification with The Regents of the University of California, San Francisco, a government agency, in an amount not to exceed \$3,600, to provide specialized training for the County's Behavioral Health Services Division (BHSD) staff, for the period from October 1, 2019 through June 30, 2020.

FISCAL IMPACT:

100% Mental Health Services Act (MHSA) Workforce Education and Training. (No rate increase)

BACKGROUND:

On May 27, 2018 the Board of Supervisors approved Interagency Agreement #74-426-7 with The Regents of the University of California, San Francisco for the provision of training BHSD staff Dialectical Behavior Therapy (DBT) for adolescents, including theoretical underpinnings of DBT, the Biosocial Theory of Borderline Personality Disorder, strategies for working with clients in different stages of treatment, as well as exposure and rehearsal of the core skills used in DBT, for the period from July 1, 2018 through June

☒ APPROVE

☐ OTHER

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Clerks Notes:

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, PHD.,
925-957-5212

BACKGROUND: (CONT'D)

30, 2019. This Agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract. Approval of Contract #74-426-8, will allow Contractor to continue to provide training for BHSD staff through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County's BHSD Staff will not receive the specialized training needed to have the core skills required to provide DBT treatment to adolescents.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Contract #27-924-3 with Animate Consulting, LLC (dba Animate Behavior)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-924-3 with Animate Consulting, LLC (dba Animate Behavior), a Limited Liability Company, in an amount not to exceed \$1,250,000, to provide applied behavior analysis (ABA) services to Contra Costa Health Plan (CCHP) members, for the period from December 1, 2019 through November 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (Rate increase)

BACKGROUND:

On December 5, 2017 the Board of Supervisors approved Contract #27-924-2 with Animate Consulting, LLC (dba Animate Behavior), for the provision of ABA services for CCHP members for the period from December 1, 2017 through November 30, 2019.

Approval of Contract #27-924-3 will allow Animate Consulting, LLC (dba Animate Behavior) to provide ABA services to CCHP members through November 30, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP members will not receive the benefits of applied behavior analysis services from the Contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Contract #26-874-4 with META Dynamic, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-874-4 containing mutual indemnification with META Dynamic, Inc., a corporation, in an amount not to exceed \$35,000, to provide a guidance navigation system, related software, accessories and certified technicians for tumor locating in the Surgical Unit at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period November 1, 2019 through October 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 26, 2019, the Board of Supervisors approved Contract #26-874-3 with META Dynamic, Inc., for the provision of guidance navigation system, related software, accessories and certified technicians for tumor locating in the Surgical Unit at CCRMC and Health Centers, for the period from November 1, 2018 through October 31, 2019.

Approval of Contract #26-874-4 will allow the Contractor to continue to provide tumor locating services through October 31, 2020. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring tumor locating procedures will not have access to Contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: CONTRACT FOR TEMPORARY IT SERVICES FOR LAW & JUSTICE SYSTEMS DEVELOPMENT

RECOMMENDATION(S):

APPROVE clarification of Board action on July 30, 2019 (C.37), which authorized the County Administrator, or designee, to execute a contract with Allegis Group Holdings, Inc. (dba TEK Systems, Inc.), a corporation, in an amount not to exceed \$650,000 to provide temporary help and recruitment services for the County Administrator's Law & Justice Information Systems Unit for the period August 1, 2019 through September 30, 2020, to reflect that the Contractor's total liability under the contract will not exceed twice the total value of services provided in the last calendar year or one million dollars (\$1,000,000), whichever value is greater.

FISCAL IMPACT:

100% County General Fund; County Administrator's Office - Law & Justice Information Systems budget.

BACKGROUND:

On July 30, 2019, the Board authorized the County Administrator's Office to engage TEK Systems, Inc., to provide temporary help and recruitment services for the County Administrator's Law & Justice Information Systems Unit. After initially agreeing to the County's standard contract terms, the Contractor, prior to executing the contract, rejected the County's indemnification provision and requested that a limit be placed on the Contractor's potential liability. The County and Contractor agreed that a reasonable limit is twice the total value of services provided in the last calendar year or one million dollars (\$1,000,000), whichever

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Julie DiMaggio Enea
(925) 335-1077

cc:

BACKGROUND: (CONT'D)

value is greater. The County Administrator requests authorization to execute the contract reflecting this limit, with all other terms as originally presented.

To recap, the County Administrator's Law and Justice Information Systems (LJIS) Unit requires staff resources to implement a significant new information technology project – replacement of the countywide warrant management system. This project is critical to the Sheriff, Superior Court, and all county law enforcement agencies. The CAO has recruited for ISPAs five times in the last three years but has been unable to keep the positions filled. Therefore, the CAO is seeking to hire three qualified temporary contractors to support the LJIS Unit, while continuing to recruit to fill positions permanently. The proposed contract with TEK Systems, Inc., will provide qualified contract-to-hire candidates for these hard to fill positions in the County Administrator's LJIS Unit through September 30, 2020. The intent is to backfill vacancies for no longer than 12 months.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Amendment Agreement #26-785-3 with Urmila Bajpai-Pillai, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #26-785-3 with Urmila Bajpai-Pillai, M.D, an individual, effective October 1, 2019, to amend Contract #26-785-2 to increase the payment limit by \$11,000, from \$712,000 to a new payment limit of \$723,000, to provide rheumatology care services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, with no change in the term of November 1, 2018 through October 31, 2021.

FISCAL IMPACT:

This amendment agreement is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On November 6, 2018, the Board of Supervisors approved Contract #26-785-2 with Urmila Bajpai-Pillai, M.D. for the provision of rheumatology care services including clinic coverage, consultation, training and medical and/or surgical procedures at CCRMC and Health Centers, for the period from November 1, 2018 through October 31, 2021.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

BACKGROUND: (CONT'D)

Approval of Amendment Agreement #26-785-3 will allow the Contractor to provide additional rheumatology care services at CCRMC and Health Centers through October 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment agreement is not approved, patients requiring rheumatology care may not have access to Contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Approve a contract amendment with Dan Cloak (d/b/a Dan Cloak Environmental Consulting), Countywide

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with Dan Cloak (d/b/a Dan Cloak Environmental Consulting), to increase the payment limit by \$310,000 to a new payment limit of \$760,000 and to extend the term from June 30, 2020 to April 18, 2022 to provide technical assistance in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide. This contract is necessary to comply with federal and state stormwater rules. Project Nos. 7519-6X7645, 7519-6X7623

FISCAL IMPACT:

The cost is estimated to be \$760,000, and shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Andrea Bullock, (925)
313-2194

cc:

BACKGROUND:

The Board approved a contract with Dan Cloak (d/b/a Dan Cloak Environmental Consulting) on April 18, 2017 for the term of April 18, 2017 through June 30, 2020 in the amount of \$450,000. Contra Costa Clean Water Program (CCCWP) consists of Contra Costa County, its 19 incorporated cities/towns, and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as Permittees). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (CWA), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (NPDES) Permit Program. The United States Environmental Protection Agency published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as Group Activities), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

Dan Cloak Environmental Consulting is recognized statewide as a leader in the field of post-construction stormwater management. Dan Cloak Environmental Consulting is uniquely qualified to provide continued support of the CCCWP's compliance programs related to the new and redevelopment permit requirements, including, but not limited to, green infrastructure planning and implementation. In order to continue ongoing permit compliance activities, CCCWP staff, on behalf of the Permittees, respectfully request approval of this contract with Dan Cloak d/b/a Dan Cloak Environmental Consulting to add \$310,000 and extend the term from June 30, 2020 to April 18, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract with Dan Cloak (d/b/a Dan Cloak Environmental Consulting) is not approved, critical ongoing compliance projects would be delayed and the CCCWP would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the San Francisco Bay and Central Valley Regional Water Quality Control Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharge could potentially be imposed.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Approve contract amendment with ADH Technical Services, Inc. (d/b/a ADH Environmental), Countywide

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with ADH Technical Services, Inc. (d/b/a ADH Environmental), to increase the payment limit by \$1,676,681 to a new payment limit of \$3,700,000 and to extend the term from June 30, 2020 to June 30, 2022 to provide technical services for water quality monitoring as required by the National Pollutant Discharge Elimination System Permit, Countywide. Project Nos. 7519-6X7618 and 7519-6X7620.

FISCAL IMPACT:

The cost is estimated to be \$3,700,000 and shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

☒ APPROVE
 ☐ OTHER
☒ RECOMMENDATION OF CNTY ADMINISTRATOR
 ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Andrea Bullock, (925)
313-2194

cc:

BACKGROUND:

The Board approved a contract with ADH Technical Services, Inc. (d/b/a ADH Environmental) for the period of July 1, 2017 through June 30, 2020 in the amount of \$2,023,319. The Contra Costa Clean Water Program (the “CCCWP”) consists of Contra Costa County, its 19 incorporated cities/towns, and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as “Permittees”). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (the “CWA”), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (“NPDES”) Permit Program. The United States Environmental Protection Agency published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as “Group Activities”), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

The CCCWP’s Management Committee has directed that certain requirements of the NPDES Permits, such as water quality monitoring, be coordinated, implemented, and funded as a Group Activity.

The CCCWP’s stormwater monitoring program covers a variety of water quality monitoring activities, special studies, and pilot projects designed to identify and evaluate sources, pathways, loadings and impacts of pollutants that reach local creeks and streams, and eventually into San Francisco Bay and the Delta. These pollutants include mercury, PCBs, and trash. The program also investigates the effectiveness of stormwater treatment control technologies. All of these activities meet the requirements of the NPDES Permits.

CCCWP staff, on behalf of the Permittees, respectfully requests approval of this contract amendment with ADH Technical Services, Inc. (d/b/a ADH Environmental) to add \$1,676,681 and to extend the term from June 30, 2020 to June 30, 2022

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract with ADH Technical Services, Inc. (d/b/a ADH Environmental) is not approved, the CCCWP would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharged could potentially be imposed.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Contract Amendment with Wood Environment & Infrastructure Solutions, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with Wood Environment & Infrastructure Solutions, Inc. to increase the payment limit by \$687,000 to a new payment limit of \$1,000,000 and to extend the term from June 30, 2020 to June 6, 2022 to provide technical support services in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide. Project Nos. 7519-6X7616 and 7519-6X7623.

FISCAL IMPACT:

The contract is being funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

☒ APPROVE
 ☐ OTHER
☒ RECOMMENDATION OF CNTY ADMINISTRATOR
 ☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Andrea Bullock
925-313-2194

cc:

BACKGROUND:

The Board approved a contract with AMEC Foster Wheeler Environment & Infrastructure, Inc. on June 6, 2017 for the period of June 6, 2017 through June 30, 2020 for the amount of \$313,000. The Board approved amendment number 1 to change their name to Wood Environment & Infrastructure, Inc.

The Contra Costa Clean Water Program (the “CCCWP”) consists of Contra Costa County, its nineteen (19) incorporated cities/towns and the Contra Costa County Flood Control and Water Conservation District (hereinafter referred to collectively as "Permittees"). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (the “CWA”), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (“NPDES”) Permit Program. The United States Environmental Protection Agency (the “USEPA”) published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems (the “MS4s”) they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as "Group Activities"), such as water quality monitoring, special studies, and public education. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

Water Quality Monitoring Services provided by Wood Environment & Infrastructure Solutions, Inc. are necessary to assist the CCCWP with compliance of these mandates.

In order to help continue to maintain permit compliance, CCCWP staff, on behalf of the Permittees, respectfully requests approval of this contract amendment number 2 with Wood Environment & Infrastructure Solutions, Inc. to add \$687,000 and to extend the term from June 30, 2020 to June 6, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract amendment with Wood Environment & Infrastructure Solutions, Inc. is not approved, the Contra Costa Clean Water Program would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the Regional Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharged could potentially be imposed.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Contract Amedment with Larry Walker Associates, Incorporated, for stormwater technical support services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, Flood Control and Water Conservation District, or designee, to execute, on behalf of the Contra Costa Clean Water Program, a contract amendment with Larry Walker Associates, Incorporated to increase the payment limit by \$833,000 to a new payment limit of \$1,600,000 and to extend the term from June 30, 2020 to June 6, 2022 to provide technical support services in order to maintain compliance with the National Pollutant Discharge Elimination System Permit, Countywide.

FISCAL IMPACT:

The cost is estimated to be \$1,600,000; and, shall be funded by stormwater utility fee assessments collected by the Cities/Towns and County, proportional to their respective populations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Andrea Bullock, (925)
313-2194

cc:

BACKGROUND:

The Board approved a contract with Larry Walker Associates, Incorporated on June 6, 2017 for the period of June 6, 2017 through June 30, 2020. An administrative amendment was approved to change the subcontractor rates effective June 6, 2017. The Contra Costa Clean Water Program (the “CCCWP”) consists of Contra Costa County, its 19 incorporated cities/towns, and the Contra Costa County Flood Control and Water Conservation District (referred to collectively as “Permittees”). The CCCWP was established in 1991 through a Program Agreement in response to the 1987 amendments to the federal Clean Water Act (“CWA”), which established a framework for regulating municipal stormwater discharges under the National Pollutant Discharge Elimination System (“NPDES”) Permit Program. The U. S. Environmental Protection Agency published final rules implementing the 1987 CWA amendments in November 1990. The rules mandate that Permittees obtain and implement stormwater permits designed to reduce and eliminate the discharge of pollutants into and from Municipal Separate Storm Sewer Systems they own and operate. Through the CCCWP, Permittees conduct many of the mandated activities collectively (referred to as “Group Activities”), such as water quality monitoring, special studies, public education and outreach. The roles and responsibilities of the CCCWP and Permittees are outlined in the Program Agreement, which was last updated and adopted by all Permittees in June 2010.

CCCWP develops and implements plans and programs to monitor and mitigate stormwater pollution on behalf of Contra Costa Permittees. CCCWP’s stormwater monitoring programs are designed to identify and evaluate sources, pathways, loadings and impacts of pollutants (such as mercury and PCBs) that reach local creeks and streams, and eventually into the San Francisco Bay and the Delta. CCCWP also develops plans and programs which investigate the effectiveness of stormwater treatment control technologies, and propose locations and timelines for implementation of these technologies. These include plans and programs for green infrastructure implementation, trash capture, and implementation of other technologies. Stormwater technical support services from Larry Walker Associates, Incorporated, (“LWA”) are needed to help CCCWP and the Permittees develop and implement these plans and programs to maintain compliance with stormwater permit requirements from the San Francisco Bay and Central Valley Regional Water Quality Control Boards.

In order to help continue to maintain permit compliance, CCCWP staff, on behalf of the Permittees, respectfully requests approval of this contract amendment number 2 with Larry Walker Associates, Incorporated to add \$833,000 and to extend the term from June 30, 2020 to June 6, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract with Larry Walker Associates, Incorporated is not approved, the CCCWP would not be able to fulfill the permit mandates, and municipalities could be found in non-compliance with the NPDES permits issued by the Water Boards. Fines totaling \$10,000 per day and \$10 per gallon of stormwater discharge could potentially be imposed.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Novation Contract #74-381-10 with The Latina Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #74-381-10 with The Latina Center, a non-profit corporation, in an amount not to exceed \$122,091, to provide Mental Health Service Act (MHSA) prevention and early intervention (PEI) services for Latino parents and caregivers in West County, for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020 in an amount not to exceed \$61,046.

FISCAL IMPACT:

This Contract is funded 100% by MHSA. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing culturally and linguistically specific parenting education and support to at least 300 Latino parents and caregivers in West Contra Costa County supporting the strong emotional, social and educational development of children and youth ages 0-15, and reduces verbal, physical and emotional abuse.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Suzanne Tavano PhN., PhD.,
925-957-5212

By: Laura Cassell, Deputy

cc: L Walker, M Wilhelm

BACKGROUND: (CONT'D)

On July 24, 2018, the Board of Supervisors approved Novation Contract #74-381-9 with The Latina Center, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019, for the provision of MHSA PEI services.

Approval of Novation Contract #74-381-10 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's youth will have reduced access to MHSA PEI services.

CHILDREN'S IMPACT STATEMENT:

This MHSA PEI 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 connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Contract #72-092-1 with Accela, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-092-1 including mutual indemnification with Accela, Inc., a corporation, in an amount not to exceed \$257,088, to provide data conversion software utilized by the Hazardous Materials and Environmental Health Divisions to track pertinent data on the regulated community and follow inspection data and enforcement actions, for the period from May 1, 2019 through April 30, 2021.

FISCAL IMPACT:

This Contract is funded 61% Environmental Health and 39% Hazardous Materials Program Fees.

BACKGROUND:

The Contra Costa County Hazardous Materials Division is the CUPA for all areas of Contra Costa County. For a number of years the Division has used Envision for Windows as its primary environmental health data management system. California Assembly Bill 2286 mandates upgraded electronic reporting to the State that will require the Division to upgrade the data management system to Envision Connect.

On August 16, 2016, the Board of Supervisors approved Contract #72-092 with Accela, Inc. to provide data collection software utilized by the Hazardous Materials and Environmental Health Divisions, for the period from May 1, 2016 through April 30, 2019.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Randall Sawyer,
925-335-3210

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #72-092-1 will allow the Contractor to continue to provide services including the County's obligation to indemnify Accela against third-party claims resulting from County's use of the software, or County's use of the software in a manner that violates the agreement or applicable law, through April 30, 2021. The Hazardous Materials Department is requesting an effective date of May 1, 2019 to avoid disruption in services.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County will not have access to Contractor's technical expertise and skill with respect to Contractor's Envision Connect data management system.

ATTACHMENTS



Contra Costa County

To: Board of Supervisors
 From: Denise Rojas, Interim Risk Manager
 Date: November 5, 2019

Subject: Contract with Tuell & Associates

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Interim Risk Manager to execute a contract with Tuell & Associates for Workers' Compensation staffing services for the period from November 1, 2019 through October 31, 2020 in an amount not to exceed \$400,000.

FISCAL IMPACT:

Costs for workers' compensation services are funded through the Workers' Compensation Internal Service Fund.

BACKGROUND:

Tuell & Associates specializes in providing highly experienced temporary workers' compensation claims adjusters and staff for the County's claims processing. Specialized temporary staff is needed to fill vacant funded positions while we are recruiting to hire permanent staff.

CONSEQUENCE OF NEGATIVE ACTION:

Risk Management will not have adequate technical assistance and staff to process workers' compensation claims in the timely manner required to satisfy current regulations.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☐ APPROVED AS RECOMMENDED ☐ OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 5, 2019

Contact: Denise Rojas (925)
 335-1400

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

By: , Deputy

cc:

CLERK'S ADDENDUM

*To allow for an opportunity for a meet and confer with labor representatives, this matter is **RELISTED** to a future date uncertain.*



Contra Costa County

To: Board of Supervisors
 From: Denise Rojas, Interim Risk Manager
 Date: November 5, 2019

Subject: Blanket Purchase Order with Ventiv Technology, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, on behalf of Risk Management, to execute a purchase order with Ventiv Technology, Inc, in the amount of \$241,820 for workers' compensation and liability claims management system maintenance and annual software licensing for the period from October 1, 2019 - September 30, 2020 as recommended by the Interim Risk Manager.

FISCAL IMPACT:

Costs are supported through Countywide inter-departmental charges to the Internal Service Funds for workers' compensation and general liability.

BACKGROUND:

Ventiv Technology, Inc. provides the iVOS claims management system used by Risk Management to process current and historical claims data for administration of claims, premium charges, actuarial analysis and identification of loss trends.

CONSEQUENCE OF NEGATIVE ACTION:

County will not have licensing for the workers' compensation and liability claims management system software.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Denise Rojas, (925)
 335-1400

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Novation Contract #24-751-90 with Bay Area Community Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-751-90 with Bay Area Community Services, Inc., a non-profit corporation, in an amount not to exceed \$2,627,206, to provide community services, support programs and residential mental health services to County clients for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$1,313,603.

FISCAL IMPACT:

This Contract is funded by 55% Mental Health Realignment; 33% Federal Medi-Cal and 12% Mental Health Services Act (MHSA). (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a continuum of services to residents transitioning from crisis residential care to transitional residential care and keeps these clients out of higher levels of care, including State Hospitals.

On September 11, 2018, the Board of Supervisors approved Novation Contract #24-751-87 with Anka Behavioral Health, Incorporated to provide community services, support programs and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5212

BACKGROUND: (CONT'D)

residential mental health services including vocational, community living, socialization, and Medi-Cal rehabilitative programs to County clients, for the period from July 1, 2018 through June 30, 2019, which included a six-month automatic extension through December 31, 2019. In May 2019, the County Administrator approved Assignment Contract #24-751-88 (as amended by Contract Amendment Agreement #24-751-89) to assign Contract #24-751-87 to Bay Area Community Services, Inc. effective June 1, 2019.

Approval of Novation Contract #24-751-90 replaces the automatic extension under the prior Contract and allows the Contractor to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, clients will not receive mental health services provided by this Contractor.



Contra Costa County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Novation Contract #24-712-6 with Telecare Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Novation Contract #24-712-6 with Telecare Corporation, a corporation, in an amount not to exceed \$2,204,053 to provide and manage services for Hope House, a sixteen (16) bed short-term residential facility, for adults with mental illness for the period from July 1, 2019 through June 30, 2020, which includes a six-month automatic extension through December 31, 2020, in an amount not to exceed \$1,102,026.

FISCAL IMPACT:

This Contract is funded by 30% Federal Medi-Cal and by 70% Mental Health Services Act. (Rate increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing a short-term crisis residential facility for adults, age eighteen (18) and older, who require support to avoid hospitalization or are being discharged from the hospital or long-term locked facilities and require step-down care to transition to community living.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5212

BACKGROUND: (CONT'D)

On September 11, 2018, the Board of Supervisors approved Contract #24-712-5 with Telecare Corporation, for the period from July 1, 2018 through June 30, 2019, with a six-month automatic extension through December 31, 2019 to provide and manage services at Hope House, a short-term crisis residential facility.

Approval of Contract #24-712-6 replaces the automatic extension under the prior contract and allows Contractor to continue providing services through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County clients in need of crisis residential or step-down care will not have access to Contractor's services possibly resulting in higher levels of placement, including hospitalization.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 5, 2019

Subject: Agreement with Ecopia Tech Corporation for Transportation Infrastructure Data, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a customer agreement and end user license agreement with Ecopia Tech Corporation (Ecopia), in an amount not to exceed \$80,000, to obtain transportation infrastructure data during the period November 5, 2019 through January 1, 2021, in connection with the County's active transportation planning, Countywide.

FISCAL IMPACT:

88% funded through a Caltrans Sustainable Communities Grant and 12% through MTC Transportation Development Act Article 3 funding.

BACKGROUND:

The Contra Costa Transportation Authority (CCTA) is currently preparing a Vision Zero plan for specific arterials and priority pedestrian areas throughout the County. Coincidentally, Contra Costa is also preparing a Vision Zero Plan and Active Transportation Plan for the unincorporated portions of the County. A unique opportunity is available for the County to execute a contract with Ecopia while efforts are underway with CCTA to obtain infrastructure data in the same format and in similar areas. The result will be the ability to more efficiently extract data and

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Laura Cassell, Deputy

Contact: Mary Halle,
925.313.2327

cc:

BACKGROUND: (CONT'D)

refine the content of the data obtained through CCTA's effort. This infrastructure data will be used to provide the context of the existing infrastructure in preparation of the Active Transportation Plan, as well as provide the context for query of collision data in the Vision Zero plan to look for systemic countermeasures countywide.

Under the customer agreement, Ecopia will develop the infrastructure data and provide the data to the County in a usable format (the "deliverables"). Upon acceptance of the deliverables as complete, the County will pay Ecopia an amount not to exceed \$80,000 for the deliverables, the work it performs to create the deliverables, and the perpetual license it grants the County to use the deliverables. The deliverables will include certain data in specified formats for County roads, bike lanes, and adjacent improvements. Public Works Department staff have determined that the customer agreement requires the data to be provided to the County in a format that is usable in connection with the County's active transportation planning work.

Ecopia will retain ownership of the data. Ecopia will grant the County a perpetual license in the deliverables, to allow the County to use the deliverables for purposes related to active transportation planning, and for other County purposes. The license agreement requires the County to indemnify Ecopia from any claims related to the County's use of the deliverables, including breaches of the license agreement. The license agreement also limits Ecopia's liability to the County. Ecopia will not be liable to the County for any indirect, special, punitive, or consequential damages, and in no event will Ecopia's liability to the County exceed the amount the County pays Ecopia for the deliverables.

The County will retain the ability to produce reports and other materials using the data provided by Ecopia. The County also will retain the ability to disclose the data and deliverables when required by third-party subpoena, court order, state or federal laws, or the County's Better Government Ordinance.

The deliverables that Ecopia will provide the County will include critical information related to active transportation planning. Public Works Department staff recommends that the Board approve the execution of the customer agreement and the license agreement to enable the County to receive deliverables created by Ecopia.

CONSEQUENCE OF NEGATIVE ACTION:

If the agreement is not approved, the County will not be able to contract with Ecopia to obtain the deliverables for the above negotiated contract price.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: AUTHORIZATION FOR THE PITTSBURG UNIFIED SCHOOL DISTRICT TO ISSUE BONDS ON ITS OWN BEHALF

RECOMMENDATION(S):

ADOPT Resolution No. 2019/589 authorizing the issuance and sale of the following bonds by the Pittsburg Unified School District in an aggregate amount not to exceed \$32,000,000 on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code:

1. Pittsburg Unified School District General Obligation Bonds, Election of 2010, Series E (2019); and
2. Pittsburg Unified School District General Obligation Bonds, Election of 2018, Series A (2019); and
3. Pittsburg Unified School District General Obligation Bonds, Election of 2018, Series B (2018)

FISCAL IMPACT:

There is no fiscal impact to the County.

BACKGROUND:

The Pittsburg Unified

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: Stephanie Mello, Deputy

Contact: Timothy Ewell,
925-335-1036

BACKGROUND: (CONT'D)

School District to issue General Obligation revenue bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of the bonds by the District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code in an amount not to exceed \$32,000,000. The District adopted resolutions authorizing the sale of bonds on October 23, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the bonds.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

AGENDA ATTACHMENTS

Resolution 2019/589

District Financing Authority Resolution No. FA19-01

District Resolution No. 2019-13

District Resolution No. 2019-14

District Resolution No. 2019-15

MINUTES ATTACHMENTS

Signed Resolution No. 2019/589

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/589

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, CALIFORNIA,
CONSENTING TO AND AUTHORIZING PITTSBURG UNIFIED SCHOOL DISTRICT TO ISSUE ITS PITTSBURG
UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES E (2019), ITS
PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A
(2019), AND ITS PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF
2018, SERIES B (2019), ON ITS OWN BEHALF AND ACCEPTING DISTRICT OBLIGATION FOR PAYMENT OF
COUNTY COSTS OF ISSUING SUCH BONDS**

RESOLVED, by the Board of Supervisors (the "Board") of the County of Contra Costa, California (the "County"), as follows:

WHEREAS, section 53506 *et seq.* of the California Government Code (the "Government Code"), including section 53508.7 thereof, provide that a California public school district may issue and sell bonds on its own behalf at a private sale pursuant to sections 15140 and 15146 of the California Education Code (the "Education Code");

WHEREAS, section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Board of Trustees of the Pittsburg Unified School District (the "District"), a California unified district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board resolutions (the "District Resolutions"), which are on file with the Clerk of this Board, providing for the issuance and sale of its "Pittsburg Unified School District General Obligation Bonds, Election of 2010, Series E (2019)" (the "2010E Bonds"), and its "Pittsburg Unified School District General Obligation Bonds, Election of 2018, Series A (2019)" and its "Pittsburg Unified School District General Obligation Bonds, Election of 2018, Series B (2018)" (the "2018B Bonds" and, with the 2010E Bonds and the 2018A Bonds, the "District Bonds"), through a negotiated sale pursuant to sections 53506 *et seq.* of the Government Code;

WHEREAS, it has been requested, on behalf of the District, that this Board consent to such issuance of the District Bonds and authorize the District to issue and sell its proposed District Bonds on its own behalf at a negotiated sale pursuant to sections 15140 and 15146 of the Education Code, as permitted by section 53508.7 of the Government Code, and the terms set forth in the District Resolutions; and

WHEREAS, within the District Resolutions the District has offered to pay for the County's costs, if any, incurred in authorizing and issuing the District Bonds;

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:
Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and negotiated sale by the District, on its own behalf, of the District Bonds pursuant to sections 15140 and 15146 of the Education Code, as permitted by section 53508.7(c) of the Government Code, and the terms and conditions set forth in the District

Resolutions. This consent and authorization set forth herein shall only apply to the District Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the District Resolutions, as adopted, and the requests made by the District to levy, collect and distribute ad valorem tax revenues pursuant to sections 15250, et seq. of the Education Code to pay for principal and interest on the outstanding District Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the District Bonds, and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District, in addition to all other taxes, a continuing direct ad valorem tax annually during the period the District Bonds are outstanding (commencing with fiscal year 2020-21) in an amount sufficient to pay the principal of and interest on the District Bonds when due, which tax revenues, when collected, will be placed in the Interest and Sinking Fund of the District (as defined in the District Resolutions), which Interest and Sinking Fund has been irrevocably pledged for the payment of the principal of and interest on the District Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the District Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent (as defined in the District Resolutions) as necessary to pay the principal of and interest on the District Bonds as set out in California law and in the District Resolutions.

Section 4. Acceptance of Payment of County Costs. This Board hereby accepts the District's offer of payment of the County's costs for the authorization, issuance and sale of the District Bonds and authorizes County officers to provide an invoice to the District for all such costs incurred.

Section 5. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the District Bonds in accordance herewith and with the District's resolutions and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 6. Limited Responsibility for Official Statement. Neither this Board nor any officer of the County has prepared or reviewed the official statement of the District describing the District Bonds (the "Official Statement"), and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; *provided, however*, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the District Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 7. Approval of Actions. Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the District Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 8. Limited Liability. Notwithstanding anything to the contrary contained herein, in the District Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the District Bonds shall be payable solely from the monies of the District available therefor as set forth in the District Resolutions and herein.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage.

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

ATTESTED: November 5, 2019

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

Contact: Timothy Ewell, 925-335-1036

By: Stephanie Mello, Deputy

cc: Brian D. Quint, Quint & Thimmig LLP

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 11/05/2019 by the following vote:

AYE: ☒ **John Gioia**
☒ **Candace Andersen**
☒ **Diane Burgis**
☒ **Karen Mitchoff**
☒ **Federal D. Glover**

NO: ☐
ABSENT: ☐
ABSTAIN: ☐
RECUSE: ☐



Resolution No. 2019/589

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, CONSENTING TO AND AUTHORIZING PITTSBURG UNIFIED SCHOOL DISTRICT TO ISSUE ITS PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES E (2019), ITS PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A (2019), AND ITS PITTSBURG UNIFIED SCHOOL DISTRICT GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES B (2019), ON ITS OWN BEHALF AND ACCEPTING DISTRICT OBLIGATION FOR PAYMENT OF COUNTY COSTS OF ISSUING SUCH BONDS

RESOLVED, by the Board of Supervisors (the "Board") of the County of Contra Costa, California (the "County"), as follows:

WHEREAS, section 53506 *et seq.* of the California Government Code (the "Government Code"), including section 53508.7 thereof, provide that a California public school district may issue and sell bonds on its own behalf at a private sale pursuant to sections 15140 and 15146 of the California Education Code (the "Education Code");

WHEREAS, section 15140(b) of the Education Code provides that the board of supervisors of a county may authorize a California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Board of Trustees of the Pittsburg Unified School District (the "District"), a California unified district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board resolutions (the "District Resolutions"), which are on file with the Clerk of this Board, providing for the issuance and sale of its "Pittsburg Unified School District General Obligation Bonds, Election of 2010, Series E (2019)" (the "2010E Bonds"), and its "Pittsburg Unified School District General Obligation Bonds, Election of 2018, Series A (2019)" and its "Pittsburg Unified School District General Obligation Bonds, Election of 2018, Series B (2018)" (the "2018B Bonds" and, with the 2010E Bonds and the 2018A Bonds, the "District Bonds"), through a negotiated sale pursuant to sections 53506 *et seq.* of the Government Code;

WHEREAS, it has been requested, on behalf of the District, that this Board consent to such issuance of the District Bonds and authorize the District to issue and sell its proposed District Bonds on its own behalf at a negotiated sale pursuant to sections 15140 and 15146 of the Education Code, as permitted by section 53508.7 of the Government Code, and the terms set forth in the District Resolutions; and

WHEREAS, within the District Resolutions the District has offered to pay for the County's costs, if any, incurred in authorizing and issuing the District Bonds;

NOW, THEREFORE, it is hereby **RESOLVED**, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and negotiated sale by the District, on its own behalf, of the District Bonds pursuant to sections 15140 and 15146 of the Education Code, as permitted by section 53508.7(c) of the Government Code, and the terms and conditions set forth in the District Resolutions. This consent and authorization set forth herein shall only apply to the District Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the District Resolutions, as adopted, and the requests made by the District to levy, collect and distribute ad valorem tax revenues pursuant to sections 15250, *et seq.* of the Education Code to pay for principal and interest on the outstanding District Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the District Bonds, and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District, in addition to all other taxes, a continuing direct ad valorem tax annually during the period the District Bonds are outstanding (commencing with fiscal year 2020-21) in an amount sufficient to pay the principal of and interest on the District Bonds when due, which tax revenues, when collected, will be placed in the Interest and Sinking Fund of the District (as defined in the District Resolutions), which Interest and Sinking Fund has been irrevocably pledged for the payment of the principal of and interest on the District Bonds when and as the same fall due. The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the District Bonds as the same become due and payable, shall be transferred by the County to the Paying Agent (as defined in the District Resolutions) as necessary to pay the principal of and interest on the District Bonds as set out in California law and in the District Resolutions.

Section 4. Acceptance of Payment of County Costs. This Board hereby accepts the District's offer of payment of the County's costs for the authorization, issuance and sale of the District Bonds and authorizes County officers to provide an invoice to the District for all such costs incurred.

Section 5. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the District Bonds in accordance herewith and with the District's resolutions and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

Section 6. Limited Responsibility for Official Statement. Neither this Board nor any officer of the County has prepared or reviewed the official statement of the District describing the District Bonds (the "Official Statement"), and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; *provided, however*, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings, and valuation procedures, as they may relate to funds of the District held by the County Treasurer, the County Treasurer is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the District Bonds that the information contained in such section does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they are made, not misleading.

Section 7. Approval of Actions. Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed, jointly and severally, to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the District Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Section 8. Limited Liability. Notwithstanding anything to the contrary contained herein, in the District Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the District Bonds shall be payable solely from the monies of the District available therefor as set forth in the District Resolutions and herein.

Section 9. Effective Date. This Resolution shall take effect immediately upon its passage.

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

Contact: Timothy Ewell, 925-335-1036

ATTESTED: November 5, 2019

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

By: 
Stephanie Mello, Deputy

cc: Brian D. Quint, Quint & Thimmig LLP

PITTSBURG UNIFIED SCHOOL DISTRICT FINANCING AUTHORITY

RESOLUTION NO. FA19-01

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION OF GENERAL OBLIGATION BONDS OF THE PITTSBURG UNIFIED SCHOOL DISTRICT AND FOR OTHER PURPOSES AND APPROVING RELATED AGREEMENTS AND ACTIONS

WHEREAS, pursuant to the provisions of the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code (the "JPA Act"), the Pittsburg Unified School District (the "District") and the California Municipal Finance Authority have entered into a joint exercise of powers agreement (the "Agreement") pursuant to which the Pittsburg Unified School District Financing Authority (the "Authority") was organized;

WHEREAS, the Authority is authorized by its Agreement to issue bonds, notes or other evidences of indebtedness, or certificates of participation in leases or other agreements for all purposes permitted by the JPA Act and described in the Agreement;

WHEREAS, pursuant to the provisions of the JPA Act, the cities, counties and special districts which are the contracting parties comprising the membership of the Authority are authorized to jointly exercise any power common to such contracting parties, including, without limitation, the power to acquire and dispose of property, both real and personal;

WHEREAS, a duly called special municipal election was held in the Pittsburg Unified School District (the "District") on November 2, 2010, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to provide safe, modern neighborhood schools with updated computer technology, upgrade energy systems, including solar, reduce cost, improve student learning by acquiring, upgrading, constructing, equipping classrooms, science/computer labs, and school facilities, replace aging roofs, plumbing, heating, ventilation/electrical systems, improve fire alarms, school security and earthquake safety (the "2010 Project"), in the maximum aggregate principal amount of \$100,000,000 (the "2010 Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, a duly called special municipal election was held in the Pittsburg Unified School District (the "District") on November 6, 2018, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to provide safe, modern neighborhood schools with updated computer technology and improve student learning by upgrading, constructing and equipping classrooms, science labs, District office facilities and workforce housing (the

"2018 Project"), in the maximum aggregate principal amount of \$100,000,000 (the "2018 Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District;

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District has issued 2010 Bonds in four series, totaling \$80,503,162.75, leaving \$19,496,837.25 of 2010 Bonds authorized but unissued;

WHEREAS, to date, none of the 2018 Bonds has been issued;

WHEREAS, the District has determined to issue its final series of 2010 Bonds, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series E, in an amount not to exceed \$19,495,000,000 (the "2010E Bonds"), for the purpose of raising money for the 2010 Project, its first series of 2018 Bonds, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series A, in an amount not to exceed \$10,505,000 (the "2018A Bonds"), its second series of 2018 Bonds, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series B, in an amount not to exceed \$2,000,000 (the "2018B Bonds" and, with the 2010E Bonds and the 2018A Bonds, the "District Bonds"), for the purpose of raising money for the 2018 Project;

WHEREAS, the District has determined that issuing the bonds through a joint powers authority would result in lower borrowing costs to the District taxpayers, would best allocate the authorizations provided by the 2010 Bonds and the 2018 Bonds and would best meet the tax rate requirements with respect to each authorization;

WHEREAS, the District has requested that the Authority issue and sell its bonds for the purpose of purchasing the District Bonds, such Authority bonds secured solely by and payable from the debt service payments made by the District with respect to the District Bonds;

WHEREAS, based upon the request of the District and its intention to sell the District Bonds to the Authority, the Authority has determined to issue its Pittsburg Unified School District Financing Authority 2019 General Obligation Revenue Bonds (Pittsburg Unified School District Bond Program) (the "Authority Bonds"), under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the California Government Code (the "Bond Law"), the proceeds of which will be applied to the purchase of the District Bonds;

WHEREAS, pursuant to a bond purchase agreement, to be dated the date of sale of the Authority Bonds (the "Bond Purchase Agreement"), by and between Raymond James & Associates, Inc., as underwriter (the "Underwriter"), and the Authority and approved by the District, the Authority Bonds will be sold to the Underwriter and the proceeds of such sale will be used as set forth in the Indenture to purchase of the District Bonds and to pay costs incurred in connection with the issuance of the Authority Bonds;

WHEREAS, the Authority Bonds will be offered for sale through an official statement; and

WHEREAS, there have been placed on file with the Authority prior to this meeting the following documents and agreements:

(a) a proposed form of an indenture (the "Indenture"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee thereunder (the "Trustee"),

(b) a proposed form of the Bond Purchase Agreement,

(c) a proposed form of a bond purchase agreement, to be dated the date of sale of the 2010E Bonds (the "2010E Purchase Agreement"), by and between the District and the Authority,

(d) a proposed form of a bond purchase agreement, to be dated the date of sale of the 2018A Bonds (the "2018A Purchase Agreement"), by and between the District and the Authority,

(e) a proposed form of a bond purchase agreement, to be dated the date of sale of the 2018B Bonds (the "2018B Purchase Agreement"), by and between the District and the Authority, and

(f) a proposed form of preliminary official statement (the "Preliminary Official Statement") to be used by the Underwriter in connection with the offering and sale of the Authority Bonds;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Pittsburgh Unified School District Financing Authority (the "Board"), as follows:

Section 1. Pursuant to the JPA Act and the Indenture, the Authority is hereby authorized to issue the Authority Bonds in an aggregate principal amount not to exceed thirty-two million dollars (\$32,000,000). The Authority Bonds shall be issued and secured in accordance with the terms of, and shall be in the form set forth in, the Indenture, with such changes, deletions or insertions as may be approved by any member of the Board (each, an "Authorized Officer") and legal counsel to the Authority. The Authority Bonds shall be executed by the manual or facsimile signature of any Authorized Officer.

Section 2. The Indenture, in the form attached hereto as Exhibit A, is hereby approved. Any Authorized Officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Indenture in substantially said form, with such changes and insertions therein as such Authorized Officer, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The dated date, maturity dates or dates, interest rate or rates, interest payment dates, denominations, forms, registration privileges, manner of execution, place or places of payment, terms of redemption and other terms of the Authority Bonds shall be as provided in the Indenture, as finally executed.

Section 3. The Bond Purchase Agreement, in the form attached hereto as Exhibit B, is hereby approved. Any Authorized Officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the Bond Purchase Agreement, in substantially said form, with such changes and insertions therein and as such Authorized Officer, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof, so long as the Underwriter's discount (excluding any original issue discount which does not constitute compensation to the Underwriter) does not exceed 0.50%.

Section 4. The 2010E Purchase Agreement, in the form attached hereto as Exhibit C, is hereby approved. Any Authorized Officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the 2010E Purchase Agreement, in substantially said

form, with such changes and insertions therein and as such Authorized Officer, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The 2010E Bonds will be purchased by the Authority pursuant to the 2010E Purchase Agreement at the par amount thereof.

Section 5. The 2018A Purchase Agreement, in the form attached hereto as Exhibit D, is hereby approved. Any Authorized Officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the 2018A Purchase Agreement, in substantially said form, with such changes and insertions therein and as such Authorized Officer, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The 2018A Bonds will be purchased by the Authority pursuant to the 2018A Purchase Agreement at the par amount thereof.

Section 6. The 2018B Purchase Agreement, in the form attached hereto as Exhibit E, is hereby approved. Any Authorized Officer is hereby authorized and directed, for and on behalf of the Authority, to execute and deliver the 2018B Purchase Agreement, in substantially said form, with such changes and insertions therein and as such Authorized Officer, with the advice of counsel to the Authority, may approve, such approval to be conclusively evidenced by the execution and delivery thereof. The 2018B Bonds will be purchased by the Authority pursuant to the 2018B Purchase Agreement at the par amount thereof.

Section 7. The Underwriter is hereby authorized to distribute the Preliminary Official Statement in substantially the form placed on file with the Authority, to persons who may be interested in the purchase of the Authority Bonds and to deliver an official statement in final form to the purchasers of the Authority Bonds, in each case with such changes as any Authorized Officer, with advice of counsel to Authority, deems desirable, necessary or appropriate.

Section 8. The Authority Bonds, when executed as provided in Section 1, shall be delivered to the Trustee for authentication by the Trustee. The Trustee is hereby requested and directed to authenticate the Authority Bonds by executing the Trustee's Certificate of Authentication appearing thereon, and to deliver the Authority Bonds, when duly executed and authenticated, to the purchaser or purchasers thereof in accordance with written instructions executed on behalf of the Authority by an Authorized Officer, which Authorized Officer, acting alone, is authorized and directed, for and on behalf of the Authority, to execute and deliver to the Trustee. Such instructions shall provide for the delivery of the Authority Bonds to the purchaser or purchasers thereof, upon payment of the purchase price thereof.

Section 9. Any Authorized Officer and other appropriate officers and agents of the Authority are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to execute and deliver any and all documents, including, without limitation, any and all documents and certificates to be executed in connection with securing credit support, if any, for the Authority Bonds, and to do any and all things and take any and all actions which may be necessary or advisable, in their discretion, to effectuate the actions which the Authority has approved in this Resolution; provided that no such documents or certificates shall create any obligation or liability of the Authority other than with respect to the revenues and assets derived from the proceeds of the Authority Bonds or otherwise securing the Authority Bonds under the financing documents described and authorized herein.

Section 10. Any Authorized Officer, acting alone, is hereby authorized to execute and deliver future amendments to the documents authorized to be executed and delivered pursuant to this Resolution ("Authorized Documents"), without further action of the Authority, for the purpose of (i) adding to the covenants and agreements of the District or of the provider of any

credit enhancement or liquidity facility; (ii) assigning or pledging additional security for any of the Authority Bonds, which security shall be provided by the District; (iii) curing any ambiguity, inconsistency or omission or supplementing any defective provision of the Authorized Documents; (iv) permitting the qualification of the Indenture or any supplemental indenture under the Trust Indenture Act of 1939 or any similar federal statutes hereafter in effect; (v) providing for any additional procedures, covenants or agreements necessary to maintain the tax-exempt status of interest on the Authority Bonds; (vi) modifying or eliminating the book-entry registration system for the Authority Bonds, if any; or (vii) providing for the appointment of a co-trustee/bondowner representative or the succession of a new trustee/bondowner representative authorized pursuant to the terms of the Indenture; provided such amendments are (1) made pursuant to the written request of the District, (2) made pursuant to the terms of such documents, (3) are consistent with such documents, (4) do not require the consent of the holders of the Authority Bonds which has not already been obtained and (5) do not provide for any additional duties or costs with respect to the Authority for which the District does not agree in advance to reimburse or indemnify the Authority therefor.

Section 11. All actions heretofore taken by the Chairman, the Vice Chairman, the Secretary, the members of the Board of the Authority and other appropriate officers and agents of the Authority with respect to the issuance of the Authority Bonds are hereby ratified, confirmed and approved.

Section 12. As required by section 15146(b) of the California Education Code (AB 1482, 2006), the Authority, on behalf of the District, hereby states and certifies the following information:

(a) *Express Approval of Sale.* The Board hereby approves the negotiated sale of the Authority Bonds.

(b) *Statement of Reason for Method of Sale Selected.* Negotiated sales are deemed provide more flexibility in timing the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Authority Bonds to fit the needs of particular purchasers, an a greater opportunity for the Underwriter to pre-market the Authority Bonds to potential purchasers prior to the sale and offer greater flexibility in changing the time and terms of the sale than a competitive sale in a volatile municipal securities market, all of which will contribute to the District's goal of achieving the lowest overall cost of funds.

(c) *Disclosure of Consultants.* The Bond Counsel to the Authority and the District in connection with the issuance of the Authority Bonds will be Quint & Thimmig LLP, Larkspur, California. The disclosure counsel to the Authority and the District in connection with the issuance of the Authority Bonds will be Quint & Thimmig LLP, Larkspur, California. The Municipal Advisor to the Authority and the District in connection with the issuance of the Authority Bonds will be the PFM Financial Advisors LLC. The Underwriter of the Authority Bonds will be Raymond James & Associates, Inc.

(d) *Costs Associated with the Sale of the Authority Bonds.* Estimates of the costs associated with the issuance of the Authority Bonds, to be allocated proportionately among the District Bonds, are shown below:

Role	Consultant	Fee
Financial Advisor	PFM Financial Advisors LLC	\$ 60,000
Financial Advisor Reimbursables	PFM Financial Advisors LLC	2,500
Bond Counsel	Quint & Thimmig LLP	65,000

Bond Counsel Reimbursables	Quint & Thimmig LLP	2,500
Disclosure Counsel	Quint & Thimmig LLP	30,000
Disclosure Counsel Reimbursables	Quint & Thimmig LLP	2,500
Rating Agency	Moody's Investor Service	29,000
Rating Agency	S&P	27,000
Paying Agent	BNY Mellon	2,500
Municipal Data	California Municipal Statistics	1,000
Printing	AVIA	1,000
Continuing Disclosure Review	DAC	3,000
Contingency	To Be Returned if Unused	15,000
Total		<u>\$241,000</u>

(e) *No Capital Appreciation Authority Bonds*. The Authority Bonds and the District Bonds will be issued as current interest Authority Bonds.

Section 13. As required by section 5852.1 of the California Government Code, the Authority hereby provides the following good faith estimates regarding the Authority Bonds:

(a) The true interest cost of the Authority Bonds: 4.000%.

(b) The finance charge of the Authority Bonds (the sum of all fees and charges paid to third parties): \$241,000 plus an underwriting fee of \$136,000.

(c) The amount of proceeds to be received less the sum of all fees and charges paid to third parties, any reserves or capitalized interest: \$32,000,000.

(d) The sum total of all payments to pay debt service on the Authority Bonds, calculated to the final maturity of the Authority Bonds: \$88,000,000.

The foregoing constitute good faith estimates only.

The principal amount of the Authority Bonds, the true interest cost of the Authority Bonds, 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) the actual date of the sale of the Authority Bonds being different than the date assumed for purposes of such estimates, (b) the actual principal amount of Authority Bonds sold being different from the estimated amount used for purposes of such estimates, (c) the actual amortization of the Authority Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Authority Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Authority Bonds and the actual principal amount of Authority Bonds sold will be determined based on the timing of the need for proceeds of the Authority Bonds and other factors. The actual interest rates with respect to the Authority Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Authority Bonds will also depend, in part, 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 District.

Section 14. This Resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the Pittsburg Unified School District Financing Authority
this 23rd day of October, 2019, by the following vote:

AYES: 4 (Smith, Miller, Conclamilla, Arenivar)

NOES: 1 (Wodridge)

ABSTAIN: 0

I, the undersigned, a duly appointed and qualified Secretary of the Pittsburg Unified School District Financing Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Board of said Authority at a duly called meeting of the Board of said Authority held in accordance with law on October 23, 2019.

By: 
Secretary

PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-13

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE
DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A
(2019), IN AN AMOUNT NOT TO EXCEED \$10,505,000**

Adopted October 23, 2019

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EXHIBIT E:	FORM OF CONTINUING DISCLOSURE CERTIFICATE

PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-13

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE
DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES A
(2019), IN AN AMOUNT NOT TO EXCEED \$10,505,000**

RESOLVED, by the Board of Trustees (the "Board") of the Pittsburg Unified School District (the "District"), as follows:

WHEREAS, a duly called municipal election was held in the District on November 6, 2018, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to provide safe, modern neighborhood schools with updated computer technology and improve student learning by upgrading, constructing and equipping classrooms, science labs, District office facilities and workforce housing (the "2018 Project"), in the maximum aggregate principal amount of \$100,000,000 (the "Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2018 Authorization");

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District wishes at this time to authorize the issuance and sale of a series of general obligation bonds under the 2018 Authorization in the aggregate principal amount of not to exceed \$10,505,000, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series A (2019) (the "2018A Bonds") for the purpose of raising moneys for the 2018 Project and other authorized costs;

WHEREAS, concurrently with the issuance of the 2018A Bonds, the District is issuing a series of general obligation bonds under the 2018 Authorization in the aggregate principal amount of not to exceed \$2,000,000, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series B (2019) (the "2018B Bonds") for the purpose of raising moneys for the 2018 Project and other authorized costs;

WHEREAS, the 2018A Bonds are the first series of bonds issued under the 2018 Authorization and the 2018B Bonds are the second series of bonds issued under the 2018 Authorization;

WHEREAS, the District has determined that issuing the 2018A Bonds, together with other general obligation bonds of the District, through a joint powers authority would result in lower borrowing costs to the District taxpayers, would best allocate the District's bond authorizations and would best meet the tax rate requirements with respect to each authorization;

WHEREAS, the District has requested that the Pittsburg Unified School District Financing Authority (the "Authority") issue and sell its bonds for the purpose of purchasing the 2018A Bonds and certain other general obligation bonds of the District, such Authority bonds secured solely by and payable from the debt service payments made by the District with respect to the 2018A Bonds and such other general obligation bonds of the District, and the Authority ~~has agreed to issue its Pittsburg Unified School District Financing Authority 2019 General~~ Obligation Revenue Bonds (Pittsburg Unified School District Bond Program) (the "Authority Bonds");

WHEREAS, this Board of Trustees now desires to authorize the issuance of the 2018A Bonds; and

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Pittsburg Unified School District, as follows:

ARTICLE I
DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"Act" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

"Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words *"herein," "hereof," "hereunder"* and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

"Authority" means the Pittsburg Unified School District Financing Authority, purchaser of the 2018A Bonds on the Closing Date.

"Authority Bonds" means the Pittsburg Unified School District Financing Authority 2019 General Obligation Revenue Bonds (Pittsburg Unified School District Bond Program), to be secured by the Authority's purchase of the 2018A Bonds and certain other bonds of the District.

"Authorized Investments" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the District and the Authority, for the purchase and sale of the 2018A Bonds.

"Bond Register" means the registration books for the 2018A Bonds maintained by the Paying Agent.

"Closing Date" means the date of delivery of the 2018A Bonds to the Authority.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2018A Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2018A Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Authority Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the 2018A Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the 2018A Bonds and charges and fees in connection with the foregoing.

"County" means Contra Costa County, California.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the 2018A Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"District Representative" means the President of the Board, the Superintendent, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the 2018A Bonds.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Interest Payment Date" means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2020, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

"Municipal Advisor" means PFM Financial Advisors LLC, as Municipal Advisor to the District in connection with the issuance of the 2018A Bonds.

"Outstanding" means, when used as of any particular time with reference to 2018A Bonds, all 2018A Bonds except:

(a) 2018A Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) 2018A Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) 2018A Bonds in lieu of or in substitution for which other 2018A Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

"Owner" or *"Bondowner"* mean the Authority, as registered owner of any Outstanding 2018A Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District and acting as paying agent, registrar and authenticating agent for the 2018A Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the 2018A Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

"Paying Agent Agreement" means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

"Principal Office" means the principal corporate trust office of the Paying Agent in Dallas, Texas.

"Record Date" means the 15th day of the month preceding each Interest Payment Date.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution" means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate to the Paying Agent.

"2018A Bonds" means the Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series A (2019), issued and at any time Outstanding pursuant to this Resolution.

"State" means the State of California.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

"Term Bonds" means those 2018A Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

"Treasurer" means the Contra Costa County Treasurer-Tax Collector.

"Underwriter" means Raymond James & Associates, Inc., as underwriter of the Authority Bonds.

"Written Request of the District" means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

ARTICLE II
THE 2018A BONDS

Section 2.01. Authorization. 2018A Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of 2018A Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the 2018A Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all 2018A Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2018A Bonds shall be designated the "Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series A (2019)."

Section 2.02. Terms of 2018A Bonds.

(a) *Form; Numbering.* The 2018A Bonds shall be issued as fully registered 2018A Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of 2018A Bonds maturing in the year of maturity of the 2018A Bond for which the denomination is specified. 2018A Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of 2018A Bonds.* The 2018A Bonds shall be dated as of the Closing Date.

(c) *Maturities; Interest.* The 2018A Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The 2018A Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each 2018A Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to January 15, 2020, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a 2018A Bond, interest is in default thereon, such 2018A Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2018A Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the 2018A Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of 2018A Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written

wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the 2018A Bonds is payable in lawful money of the United States of America at the Principal Office.

Section 2.03. Redemption.

(a) *Optional Redemption.* The 2018A Bonds will be subject to redemption prior to maturity to the extent specified in the Bond Purchase Agreement.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of 2018A Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any 2018A Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such 2018A Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the 2018A Bond numbers and the maturity or maturities (in the event of redemption of all of the 2018A Bonds of such maturity or maturities in whole) of the 2018A Bonds to be redeemed, and shall require that such 2018A Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such 2018A Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the 2018A Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the 2018A Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2018A Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the 2018A Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2018A Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of 2018A Bonds for Redemption.* Whenever provision is made for the redemption of 2018A Bonds of more than one maturity, the 2018A Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the 2018A Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all 2018A Bonds shall be deemed to

be comprised of separate \$5,000 portions and such portions shall be treated as separate 2018A Bonds which may be separately redeemed.

(e) *Partial Redemption of 2018A Bonds.* In the event only a portion of any 2018A Bond is called for redemption, then upon surrender of such 2018A Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new 2018A Bond or 2018A Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2018A Bond to be redeemed. 2018A Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2018A Bonds so called for redemption shall have been duly provided, such 2018A Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All 2018A Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of 2018A Bonds. The 2018A Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of 2018A Bonds. The 2018A Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any 2018A Bond ceases to be such officer before delivery of the 2018A Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2018A Bonds to the purchaser. Any 2018A Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such 2018A Bond shall be the proper officers of the District although at the nominal date of such 2018A Bond any such person shall not have been such officer of the District.

Only such 2018A Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the 2018A Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of 2018A Bonds. Any 2018A Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2018A Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any 2018A Bond or 2018A Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new 2018A Bond or 2018A Bonds, for like aggregate principal amount.

No transfers of 2018A Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2018A Bonds for redemption or (b) with respect to a 2018A Bond after such 2018A Bond has been selected for redemption.

Section 2.07. Exchange of 2018A Bonds. 2018A Bonds may be exchanged at the Principal Office for a like aggregate principal amount of 2018A Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of 2018A Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2018A Bonds for redemption or (b) with respect to a 2018A Bond after such 2018A Bond has been selected for redemption.

Section 2.08. 2018A Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the 2018A Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, 2018A Bonds as herein before provided.

Section 2.09. Temporary 2018A Bonds. The 2018A Bonds may be initially issued in temporary form exchangeable for definitive 2018A Bonds when ready for delivery. The temporary 2018A Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary 2018A Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive 2018A Bonds. If the District issues temporary 2018A Bonds it will execute and furnish definitive 2018A Bonds without delay, and thereupon the temporary 2018A Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary 2018A Bonds an equal aggregate principal amount of definitive 2018A Bonds of authorized denominations. Until so exchanged, the temporary 2018A Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive 2018A Bonds executed and delivered hereunder.

Section 2.10. 2018A Bonds Mutilated, Lost, Destroyed or Stolen. If any 2018A Bond shall become mutilated the District, at the expense of the Owner of said 2018A Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2018A Bond of like maturity and principal amount in exchange and substitution for the 2018A Bond so mutilated, but only upon surrender to the Paying Agent of the 2018A Bond so mutilated. Every mutilated 2018A Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any 2018A Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2018A Bond of like maturity and principal amount in lieu of and in substitution for the 2018A Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new 2018A Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any

2018A Bond issued under the provisions of this Section 2.10 in lieu of any 2018A Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the 2018A Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other 2018A Bonds issued pursuant to this Resolution.

ARTICLE III

ISSUE OF 2018A BONDS; APPLICATION OF 2018A BOND PROCEEDS; SECURITY FOR THE 2018A BONDS

Section 3.01. Issuance, Award and Delivery of 2018A Bonds. At any time after the execution of this Resolution the District may issue and deliver 2018A Bonds in any principal amount, not to exceed \$10,505,000.

The District Representatives shall be, and are hereby, directed to cause the 2018A Bonds to be printed, signed and delivered to the Authority on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the 2018A Bonds to the Authority, upon receipt of a Written Request of the District.

Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2018, Series A (2019) Building Fund" (the "Building Fund"), is hereby established and maintained by the Treasurer for the 2018A Bonds. Moneys deposited therein from the proceeds of the 2018A Bonds shall be used solely for the purpose for which the 2018A Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the 2018A Bonds if insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the 2018A Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Treasurer is hereby requested to establish and maintain the Building Fund. The Treasurer is not responsible for the use of funds disbursed from the Building Fund.

(b) *Interest and Sinking Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2018, Interest and Sinking Fund" (the "Interest and Sinking Fund"), shall be created and established within the County Treasury. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the 2018A Bonds not needed for the authorized purposes set forth herein for which the 2018A Bonds are being issued shall be used to pay other general obligation bonds of the District or, if there are no other general obligation bonds of the District outstanding. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof.

(c) *Costs of Issuance Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2018, Series A (2019) Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the 2018A Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the 2018A Bonds, as provided in the Paying Agent Agreement.

(d) *Investment of Moneys in the Building Fund and the Interest and Sinking Fund.* Moneys held in the Building Fund and the Interest and Sinking Fund shall be invested at the Treasurer's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the Treasurer. In addition, at the written direction of the District, all or any portion of the moneys in the Building Fund may be invested (i) in the Local Agency Investment Fund in the treasury of the State, or (ii) in investment agreements which comply with the requirements of each rating agency then rating the 2018A Bonds necessary in order to maintain the current rating on the 2018A Bonds, provided that the Treasurer shall be a signatory to any such investment agreement. Consent by the Treasurer to a request by the District to use any investments requested by the District specified in clause (d)(ii) shall in no way imply any endorsement by the Treasurer of such investment and the Treasurer assumes no liability for the results of such investment or of the provider thereof.

Section 3.03. Application of Proceeds of Sale of 2018A Bonds. On the Closing Date, the proceeds of sale of the 2018A Bonds shall be paid by the Authority as follows:

(a) to the Treasurer, an amount equal to the premium received by the District, if any, on the 2018A Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the 2018A Bonds shall be transferred to the Treasurer for deposit in the Building Fund.

Section 3.04. Security for the 2018A Bonds; Pledged Revenues. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the 2018A Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2018A Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the 2018A Bonds when and as the same fall due (the "Pledged Revenues").

It is the intention of the District that (i) for purposes of 11 U.S.C. §902(2)(E), the Pledged Revenues constitute "taxes specifically levied to finance one or more projects or systems" of the District and are not "general property, sales or income taxes . . . levied to finance the general purposes of" the District, and (ii) the pledge of the Pledged Revenues constitutes a pledge of "special revenues" for purposes of 11 U.S.C. §§901 *et seq.*, and that a petition filed by the District under 11 U.S.C. §§901 *et seq.*, will not operate as a stay under 11 U.S.C. §362 of the application of such Pledged Revenues to payment when due of principal of and interest on the 2018A Bonds. The District will not take any action inconsistent with its agreement and statement of intention hereunder and will not deny that the pledge of the Pledged Revenues constitutes a pledge of special revenues for purposes of 11 U.S.C. §§901 *et seq.*

The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2018A Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent as necessary to pay the principal of and interest on the 2018A Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing or further act. The pledge is an agreement between the District and the Owners of the 2018A Bonds in addition to

the statutory lien that exists (as described below), and the 2018A Bonds were issued to finance one or more capital project authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the 2018A Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the 2018A Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

ARTICLE IV

SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROBVAL OF OFFICIAL STATMENT

Section 4.01. Sale of the 2018A Bonds and the Authority Bonds. The 2018A Bonds shall be sold to the Authority pursuant to the terms of the Bond Purchase Agreement, in the form attached hereto as Exhibit B, at the par amount thereof. The District Representatives, or any assignee thereof, are hereby authorized and directed to execute and deliver, for and on behalf of the District, a Bond Purchase Agreement in said form, together with such changes, insertions and deletions as may be approved by the official executing such documents, the approval thereof to be conclusively evidenced by the execution and delivery by the District of the Bond Purchase Agreement.

The Board hereby approves the sale of the Authority Bonds by the Authority by negotiation with the Underwriter, pursuant to a bond purchase agreement (the "Authority Bond Purchase Agreement"), in the form attached hereto as Exhibit C. District Representatives, or any assignee thereof, are hereby authorized and directed to approve, for and on behalf of the District, an Authority Bond Purchase Agreement in said form, together with such changes, insertions and deletions as may be approved by the official executing such documents, the approval thereof to be conclusively evidenced by the execution and delivery by the District of the Authority Bond Purchase Agreement, upon the submission of an offer by the Underwriter to purchase the Authority Bonds, which offer is acceptable to the District and consistent with the requirements of this Resolution. The Authority Bonds shall be issued in a principal amount not to exceed \$32,000,000.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Statement. The Board hereby approves a preliminary official statement describing the Authority Bonds, the 2018A Bonds and certain other general obligation bonds of the District (the "Preliminary Official Statement") in the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Authority Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to perspective underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in purchasing the Authority Bonds therein offered for sale.

Any District Representative is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the 2018A Bonds, and a statement that the facts contained in the Preliminary Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the

purpose of such statement) were, at the time of its date, true and correct in all material respects and that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the 2018A Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Authority Bonds, and does not, as of the date of delivery of the Authority Bonds, contain any untrue statement of a material fact or omit to state material facts required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Authority Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the 2018A Bonds are hereby approved, and the District Representatives, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2018A Bonds in accordance with this Resolution.

The Board hereby appoints PFM Financial Advisors LLC as Municipal Advisor, and Quint & Thimmig LLP, as Bond Counsel and Disclosure Counsel with respect to the issuance of the 2018A Bonds. The District Representatives are hereby authorized to enter into any new agreements and/or amend any existing agreements with members of the financing team as appropriate provided such agreements describe the desired scope of services and specify a cost that is consistent with not-to-exceed cost estimates presented to this Board in connection with this resolution. A form of each applicable proposed agreement is on file with the Superintendent and available for review.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the 2018A Bonds, in strict conformity with the terms of the 2018A Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the 2018A Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the 2018A Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the 2018A Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the 2018A Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the 2018A Bonds by the District, the 2018A Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the 2018A Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the Authority Bonds are not so used as to cause the Authority Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Authority Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Authority Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Authority Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of

issuance of the Authority Bonds would have caused the Authority Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Authority Bonds from the gross income of the Owners of the Authority Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Authority Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the 2018A Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit E. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Authority Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Representations and Warranties of the District. The District makes the following representations and warranties to the Authority:

(a) *Organization/Authority.* The District is a unified school district duly organized and in good standing under the laws of the State and has full legal right, power and authority to enter adopt this Resolution, the Bond Purchase Agreement and the Paying Agent Agreement (collectively, the "Financing Documents") and to carry out and consummate all transactions contemplated hereby and by the other Financing Documents and by proper corporate action has duly authorized the execution, delivery and performance of the Financing Documents.

(b) *Execution/Delivery.* The Financing Documents have been duly authorized, executed and delivered by the District.

(c) *Enforceability.* This Resolution and the 2018A Bonds, when assigned to the Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreements of the District enforceable against the District by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Authority and obligations of the District not so assigned to the Trustee constitute the legal, valid, and binding agreements of the District enforceable against the District by the Authority in accordance with their terms; except in each case as enforcement may be 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 and by public policy.

(d) *No Conflicts.* The execution and delivery of the Financing Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or

compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents, the security for the 2018A Bonds or the financial condition, assets, properties or operations of the District.

(e) *No Other Consents.* No consent or approval of any trustee or holder of any indebtedness of the District or any guarantor of indebtedness of or other provider of credit or liquidity to the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Financing Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the District, after reasonable investigation, threatened, against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by or the validity of the Financing Documents, the security for the 2018A Bonds, or upon the financial condition, assets, properties or operations of the District.

(g) *Disclosures Accurate.* No written information, exhibit or report furnished to the Authority by the District in connection with the purchase of the 2018A Bonds by the Authority, and no official statement or other offering document in connection with the issuance of the Authority Bonds pursuant to the Indenture, as of its date or as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) *No Defaults.* The District 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) (1) under the Financing Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents or the Indenture, or the security for the 2018A Bonds.

(i) *All Necessary Approvals.* All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the issuance of the 2018A Bonds.

(j) *No Reliance on Authority for Advice.* The District acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project and the issuance of the 2018A Bonds; that it is familiar with the

provisions of all of the documents and instruments relating to such financing to which the District is a party or of which it is a beneficiary, including the Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Authority for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Financing Documents and the Indenture or otherwise relied on the Authority for any advice.

Section 5.09. Indemnification. To the fullest extent permitted by law, the District agrees to indemnify, hold harmless and defend the Authority, the County the Trustee, and each of its respective past, present and future officers, members, 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 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:

(a) the Authority Bonds, 2018A Bonds or the Indenture, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Authority Bonds;

(b) any act or omission of the District or any of its agents, contractors, servants, employees, tenants) or licensees in connection with the Project or the Facilities, the 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, installation or construction of, the Project or any part thereof;

(c) any lien or charge upon payments by the District to the Authority and the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Trustee in respect of any portion of the Project;

(d) the defeasance and/or redemption, in whole or in part, of the 2018A Bonds or the Authority Bonds;

(e) 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 or continuing disclosure document for the Authority Bonds or any of the documents relating to the 2018A Bonds, or any omission or alleged omission from any offering statement or disclosure or continuing disclosure document for the Authority Bonds 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;

(f) any declaration of taxability of interest on the Authority Bonds, or any regulatory audit or inquiry regarding whether interest on the Authority Bonds is taxable; or

(g) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Authority Bonds to which it is a party;

except (A) in the case of the foregoing indemnification of the Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in

the case of the foregoing indemnification of the Authority or any of its officers, members, directors, officials, employees, attorneys and agents, 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 District, 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 District 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 District 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.

ARTICLE VI
THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the 2018A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold 2018A Bonds. The Paying Agent may become the owner of any of the 2018A Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the 2018A Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the 2018A Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject related to the proceedings for sale, award, issuance and delivery of the 2018A Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any 2018A Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any 2018A Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the 2018A Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the 2018A Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the 2018A Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the 2018A Bonds to the respective Owners of the 2018A Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the 2018A Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the 2018A Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the 2018A Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of 2018A Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the 2018A Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the 2018A Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the 2018A Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the 2018A Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding 2018A Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of 2018A Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the 2018A Bonds without the consent of all the Owners of such 2018A Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the 2018A Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the 2018A Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* 2018A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on 2018A Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust with an escrow holder, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem 2018A Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, 2018A Bonds Outstanding.

If the District shall pay all 2018A Bonds Outstanding, and shall pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any 2018A Bonds shall not have been surrendered for payment, this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of 2018A Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on 2018A Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding 2018A Bond (whether upon or prior to its maturity or the redemption date of such 2018A Bond), provided that, if such 2018A Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such 2018A Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such 2018A Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited in trust with an escrow holder as

aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any 2018A Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 2018A Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust with an escrow holder money or securities in the necessary amount to pay or redeem any 2018A Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such 2018A Bonds and all unpaid interest thereon to maturity, except that, in the case of 2018A Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such 2018A Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the 2018A Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of 2018A Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such 2018A Bonds.

(d) *Payment of 2018A Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held in trust with an escrow holder for the payment of the principal or redemption price of, or interest on, any 2018A Bonds and remaining unclaimed for one year after the principal of all of the 2018A Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the 2018A Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow holder with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all 2018A Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the 2018A Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered 2018A Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any 2018A Bond shall bind all future Owners of such 2018A Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the 2018A Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled 2018A Bonds. Whenever in this Resolution provision is made for the surrender to the District of any 2018A Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled 2018A Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such 2018A Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2018A Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Pittsburgh Unified School District this 23rd day of October, 2019.

A handwritten signature in black ink that reads "Duane Smith". The signature is written in a cursive style with a large initial "D".

President of the Board

ATTEST:

A handwritten signature in blue ink that reads "Jane Schultz". The signature is written in a cursive style with a large initial "J".

Clerk of the Board

PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-14

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE
DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES B
(2019), IN AN AMOUNT NOT TO EXCEED \$2,000,000**

Adopted October 23, 2019

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PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-14

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE
DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2018, SERIES B
(2019), IN AN AMOUNT NOT TO EXCEED \$2,000,000**

RESOLVED, by the Board of Trustees (the "Board") of the Pittsburg Unified School District (the "District"), as follows:

WHEREAS, a duly called municipal election was held in the District on November 6, 2018, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to provide safe, modern neighborhood schools with updated computer technology and improve student learning by upgrading, constructing and equipping classrooms, science labs, District office facilities and workforce housing (the "2018 Project"), in the maximum aggregate principal amount of \$100,000,000 (the "Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2018 Authorization");

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District wishes at this time to authorize the issuance and sale of a series of general obligation bonds under the 2018 Authorization in the aggregate principal amount of not to exceed \$2,000,000, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series B (2019) (the "2018B Bonds") for the purpose of raising moneys for the 2018 Project and other authorized costs;

WHEREAS, concurrently with the issuance of the 2018B Bonds, the District is issuing a series of general obligation bonds under the 2018 Authorization in the aggregate principal amount of not to exceed \$10,505,000, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series A (2019) (the "2018A Bonds") for the purpose of raising moneys for the 2018 Project and other authorized costs;

WHEREAS, the 2018A Bonds are the first series of bonds issued under the 2018 Authorization and the 2018B Bonds are the second series of bonds issued under the 2018 Authorization;

WHEREAS, the District has determined that issuing the 2018B Bonds, together with other general obligation bonds of the District, through a joint powers authority would result in lower borrowing costs to the District taxpayers, would best allocate the District's bond authorizations and would best meet the tax rate requirements with respect to each authorization;

WHEREAS, the District has requested that the Pittsburgh Unified School District Financing Authority (the "Authority") issue and sell its bonds for the purpose of purchasing the 2018B Bonds and certain other general obligation bonds of the District, such Authority bonds secured solely by and payable from the debt service payments made by the District with respect to the 2018B Bonds and such other general obligation bonds of the District, and the Authority has agreed to issue its Pittsburgh Unified School District Financing Authority 2019 General Obligation Revenue Bonds (Pittsburgh Unified School District Bond Program) (the "Authority Bonds");

WHEREAS, this Board of Trustees now desires to authorize the issuance of the 2018B Bonds; and

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Pittsburgh Unified School District, as follows:

ARTICLE I
DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"Act" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

"Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

"Authority" means the Pittsburg Unified School District Financing Authority, purchaser of the 2018B Bonds on the Closing Date.

"Authority Bonds" means the Pittsburg Unified School District Financing Authority 2019 General Obligation Revenue Bonds (Pittsburg Unified School District Bond Program), to be secured by the Authority's purchase of the 2018B Bonds and certain other bonds of the District.

"Authorized Investments" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the District and the Authority, for the purchase and sale of the 2018B Bonds.

"Bond Register" means the registration books for the 2018B Bonds maintained by the Paying Agent.

"Closing Date" means the date of delivery of the 2018B Bonds to the Authority.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2018B Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2018B Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Authority Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the 2018B Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the 2018B Bonds and charges and fees in connection with the foregoing.

"County" means Contra Costa County, California.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the 2018B Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"District Representative" means the President of the Board, the Superintendent, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the 2018B Bonds.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Interest Payment Date" means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2020, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

"Municipal Advisor" means PFM Financial Advisors LLC, as Municipal Advisor to the District in connection with the issuance of the 2018B Bonds.

"Outstanding" means, when used as of any particular time with reference to 2018B Bonds, all 2018B Bonds except:

(a) 2018B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) 2018B Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) 2018B Bonds in lieu of or in substitution for which other 2018B Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

"Owner" or *"Bondowner"* mean the Authority, as registered owner of any Outstanding 2018B Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District and acting as paying agent, registrar and authenticating agent for the 2018B Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the 2018B Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

"Paying Agent Agreement" means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

"Principal Office" means the principal corporate trust office of the Paying Agent in Dallas, Texas.

"Record Date" means the 15th day of the month preceding each Interest Payment Date.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution" means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate to the Paying Agent.

"2018B Bonds" means the Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series B (2019), issued and at any time Outstanding pursuant to this Resolution.

"State" means the State of California.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

"Term Bonds" means those 2018B Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

"Treasurer" means the Contra Costa County Treasurer-Tax Collector.

"Underwriter" means Raymond James & Associates, Inc., as underwriter of the Authority Bonds.

"Written Request of the District" means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

ARTICLE II
THE 2018B BONDS

Section 2.01. Authorization. 2018B Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of 2018B Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the 2018B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all 2018B Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2018B Bonds shall be designated the "Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2018, Series B (2019)."

Section 2.02. Terms of 2018B Bonds.

(a) *Form; Numbering.* The 2018B Bonds shall be issued as fully registered 2018B Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of 2018B Bonds maturing in the year of maturity of the 2018B Bond for which the denomination is specified. 2018B Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of 2018B Bonds.* The 2018B Bonds shall be dated as of the Closing Date.

(c) *Maturities; Interest.* The 2018B Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The 2018B Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each 2018B Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to January 15, 2020, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a 2018B Bond, interest is in default thereon, such 2018B Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2018B Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the 2018B Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of 2018B Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written

wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the 2018B Bonds is payable in lawful money of the United States of America at the Principal Office.

Section 2.03. Redemption.

(a) *Optional Redemption.* The 2018B Bonds will be subject to redemption prior to maturity to the extent specified in the Bond Purchase Agreement.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of 2018B Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any 2018B Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such 2018B Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the 2018B Bond numbers and the maturity or maturities (in the event of redemption of all of the 2018B Bonds of such maturity or maturities in whole) of the 2018B Bonds to be redeemed, and shall require that such 2018B Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such 2018B Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the 2018B Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the 2018B Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2018B Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the 2018B Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2018B Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of 2018B Bonds for Redemption.* Whenever provision is made for the redemption of 2018B Bonds of more than one maturity, the 2018B Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the 2018B Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all 2018B Bonds shall be deemed to

be comprised of separate \$5,000 portions and such portions shall be treated as separate 2018B Bonds which may be separately redeemed.

(e) *Partial Redemption of 2018B Bonds.* In the event only a portion of any 2018B Bond is called for redemption, then upon surrender of such 2018B Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new 2018B Bond or 2018B Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2018B Bond to be redeemed. 2018B Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2018B Bonds so called for redemption shall have been duly provided, such 2018B Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All 2018B Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of 2018B Bonds. The 2018B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of 2018B Bonds. The 2018B Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any 2018B Bond ceases to be such officer before delivery of the 2018B Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2018B Bonds to the purchaser. Any 2018B Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such 2018B Bond shall be the proper officers of the District although at the nominal date of such 2018B Bond any such person shall not have been such officer of the District.

Only such 2018B Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the 2018B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of 2018B Bonds. Any 2018B Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2018B Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any 2018B Bond or 2018B Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new 2018B Bond or 2018B Bonds, for like aggregate principal amount.

No transfers of 2018B Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2018B Bonds for redemption or (b) with respect to a 2018B Bond after such 2018B Bond has been selected for redemption.

Section 2.07. Exchange of 2018B Bonds. 2018B Bonds may be exchanged at the Principal Office for a like aggregate principal amount of 2018B Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of 2018B Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2018B Bonds for redemption or (b) with respect to a 2018B Bond after such 2018B Bond has been selected for redemption.

Section 2.08. 2018B Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the 2018B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, 2018B Bonds as herein before provided.

Section 2.09. Temporary 2018B Bonds. The 2018B Bonds may be initially issued in temporary form exchangeable for definitive 2018B Bonds when ready for delivery. The temporary 2018B Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary 2018B Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive 2018B Bonds. If the District issues temporary 2018B Bonds it will execute and furnish definitive 2018B Bonds without delay, and thereupon the temporary 2018B Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary 2018B Bonds an equal aggregate principal amount of definitive 2018B Bonds of authorized denominations. Until so exchanged, the temporary 2018B Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive 2018B Bonds executed and delivered hereunder.

Section 2.10. 2018B Bonds Mutilated, Lost, Destroyed or Stolen. If any 2018B Bond shall become mutilated the District, at the expense of the Owner of said 2018B Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2018B Bond of like maturity and principal amount in exchange and substitution for the 2018B Bond so mutilated, but only upon surrender to the Paying Agent of the 2018B Bond so mutilated. Every mutilated 2018B Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any 2018B Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2018B Bond of like maturity and principal amount in lieu of and in substitution for the 2018B Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new 2018B Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any

2018B Bond issued under the provisions of this Section 2.10 in lieu of any 2018B Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the 2018B Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other 2018B Bonds issued pursuant to this Resolution.

ARTICLE III

ISSUE OF 2018B BONDS; APPLICATION OF 2018B BOND PROCEEDS; SECURITY FOR THE 2018B BONDS

Section 3.01. Issuance, Award and Delivery of 2018B Bonds. At any time after the execution of this Resolution the District may issue and deliver 2018B Bonds in any principal amount, not to exceed \$2,000,000.

The District Representatives shall be, and are hereby, directed to cause the 2018B Bonds to be printed, signed and delivered to the Authority on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the 2018B Bonds to the Authority, upon receipt of a Written Request of the District.

Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2018, Series B (2019) Building Fund" (the "Building Fund"), is hereby established and maintained by the Treasurer for the 2018B Bonds. Moneys deposited therein from the proceeds of the 2018B Bonds shall be used solely for the purpose for which the 2018B Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the 2018B Bonds if insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the 2018B Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Treasurer is hereby requested to establish and maintain the Building Fund. The Treasurer is not responsible for the use of funds disbursed from the Building Fund.

(b) *Interest and Sinking Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2018, Interest and Sinking Fund" (the "Interest and Sinking Fund"), shall be created and established within the County Treasury. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the 2018B Bonds not needed for the authorized purposes set forth herein for which the 2018B Bonds are being issued shall be used to pay other general obligation bonds of the District or, if there are no other general obligation bonds of the District outstanding. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof.

(c) *Costs of Issuance Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2018, Series B (2019) Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the 2018B Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the 2018B Bonds, as provided in the Paying Agent Agreement.

(d) *Investment of Moneys in the Building Fund and the Interest and Sinking Fund.* Moneys held in the Building Fund and the Interest and Sinking Fund shall be invested at the Treasurer's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the Treasurer. In addition, at the written direction of the District, all or any portion of the moneys in the Building Fund may be invested (i) in the Local Agency Investment Fund in the treasury of the State, or (ii) in investment agreements which comply with the requirements of each rating agency then rating the 2018B Bonds necessary in order to maintain the current rating on the 2018B Bonds, provided that the Treasurer shall be a signatory to any such investment agreement. Consent by the Treasurer to a request by the District to use any investments requested by the District specified in clause (d)(ii) shall in no way imply any endorsement by the Treasurer of such investment and the Treasurer assumes no liability for the results of such investment or of the provider thereof.

Section 3.03. Application of Proceeds of Sale of 2018B Bonds. On the Closing Date, the proceeds of sale of the 2018B Bonds shall be paid by the Authority as follows:

(a) to the Treasurer, an amount equal to the premium received by the District, if any, on the 2018B Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the 2018B Bonds shall be transferred to the Treasurer for deposit in the Building Fund.

Section 3.04. Security for the 2018B Bonds; Pledged Revenues. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the 2018B Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2018B Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the 2018B Bonds when and as the same fall due (the "Pledged Revenues").

It is the intention of the District that (i) for purposes of 11 U.S.C. §902(2)(E), the Pledged Revenues constitute "taxes specifically levied to finance one or more projects or systems" of the District and are not "general property, sales or income taxes . . . levied to finance the general purposes of" the District, and (ii) the pledge of the Pledged Revenues constitutes a pledge of "special revenues" for purposes of 11 U.S.C. §§901 *et seq.*, and that a petition filed by the District under 11 U.S.C. §§901 *et seq.*, will not operate as a stay under 11 U.S.C. §362 of the application of such Pledged Revenues to payment when due of principal of and interest on the 2018B Bonds. The District will not take any action inconsistent with its agreement and statement of intention hereunder and will not deny that the pledge of the Pledged Revenues constitutes a pledge of special revenues for purposes of 11 U.S.C. §§901 *et seq.*

The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2018B Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent as necessary to pay the principal of and interest on the 2018B Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing or further act. The pledge is an agreement between the District and the Owners of the 2018B Bonds in addition to

the statutory lien that exists (as described below), and the 2018B Bonds were issued to finance one or more capital project authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the 2018B Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the 2018B Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

ARTICLE IV

SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROBVAL OF OFFICIAL STATMENT

Section 4.01. Sale of the 2018B Bonds and the Authority Bonds. The 2018B Bonds shall be sold to the Authority pursuant to the terms of the Bond Purchase Agreement, in the form attached hereto as Exhibit B, at the par amount thereof. The District Representatives, or any assignee thereof, are hereby authorized and directed to execute and deliver, for and on behalf of the District, a Bond Purchase Agreement in said form, together with such changes, insertions and deletions as may be approved by the official executing such documents, the approval thereof to be conclusively evidenced by the execution and delivery by the District of the Bond Purchase Agreement.

The Board hereby approves the sale of the Authority Bonds by the Authority by negotiation with the Underwriter, pursuant to a bond purchase agreement (the "Authority Bond Purchase Agreement"), in the form attached hereto as Exhibit C. District Representatives, or any assignee thereof, are hereby authorized and directed to approve, for and on behalf of the District, an Authority Bond Purchase Agreement in said form, together with such changes, insertions and deletions as may be approved by the official executing such documents, the approval thereof to be conclusively evidenced by the execution and delivery by the District of the Authority Bond Purchase Agreement, upon the submission of an offer by the Underwriter to purchase the Authority Bonds, which offer is acceptable to the District and consistent with the requirements of this Resolution. The Authority Bonds shall be issued in a principal amount not to exceed \$32,000,000.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Statement. The Board hereby approves a preliminary official statement describing the Authority Bonds, the 2018B Bonds and certain other general obligation bonds of the District (the "Preliminary Official Statement") in the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Authority Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to perspective underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in purchasing the Authority Bonds therein offered for sale.

Any District Representative is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the 2018B Bonds, and a statement that the facts contained in the Preliminary Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the

purpose of such statement) were, at the time of its date, true and correct in all material respects and that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the 2018B Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Authority Bonds, and does not, as of the date of delivery of the Authority Bonds, contain any untrue statement of a material fact or omit to state material facts required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Authority Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the 2018B Bonds are hereby approved, and the District Representatives, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2018B Bonds in accordance with this Resolution.

The Board hereby appoints PFM Financial Advisors LLC as Municipal Advisor, and Quint & Thimmig LLP, as Bond Counsel and Disclosure Counsel with respect to the issuance of the 2018B Bonds. The District Representatives are hereby authorized to enter into any new agreements and/or amend any existing agreements with members of the financing team as appropriate provided such agreements describe the desired scope of services and specify a cost that is consistent with not-to-exceed cost estimates presented to this Board in connection with this resolution. A form of each applicable proposed agreement is on file with the Superintendent and available for review.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the 2018B Bonds, in strict conformity with the terms of the 2018B Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the 2018B Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the 2018B Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the 2018B Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the 2018B Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the 2018B Bonds by the District, the 2018B Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the 2018B Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the Authority Bonds are not so used as to cause the Authority Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Authority Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Authority Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Authority Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of

issuance of the Authority Bonds would have caused the Authority Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Authority Bonds from the gross income of the Owners of the Authority Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Authority Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the 2018B Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit E. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Authority Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Representations and Warranties of the District. The District makes the following representations and warranties to the Authority:

(a) *Organization/Authority.* The District is a unified school district duly organized and in good standing under the laws of the State and has full legal right, power and authority to enter adopt this Resolution, the Bond Purchase Agreement and the Paying Agent Agreement (collectively, the "Financing Documents") and to carry out and consummate all transactions contemplated hereby and by the other Financing Documents and by proper corporate action has duly authorized the execution, delivery and performance of the Financing Documents.

(b) *Execution/Delivery.* The Financing Documents have been duly authorized, executed and delivered by the District.

(c) *Enforceability.* This Resolution and the 2018B Bonds, when assigned to the Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreements of the District enforceable against the District by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Authority and obligations of the District not so assigned to the Trustee constitute the legal, valid, and binding agreements of the District enforceable against the District by the Authority in accordance with their terms; except in each case as enforcement may be 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 and by public policy.

(d) *No Conflicts.* The execution and delivery of the Financing Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or

compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents, the security for the 2018B Bonds or the financial condition, assets, properties or operations of the District.

(e) *No Other Consents.* No consent or approval of any trustee or holder of any indebtedness of the District or any guarantor of indebtedness of or other provider of credit or liquidity to the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Financing Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the District, after reasonable investigation, threatened, against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by or the validity of the Financing Documents, the security for the 2018B Bonds, or upon the financial condition, assets, properties or operations of the District.

(g) *Disclosures Accurate.* No written information, exhibit or report furnished to the Authority by the District in connection with the purchase of the 2018B Bonds by the Authority, and no official statement or other offering document in connection with the issuance of the Authority Bonds pursuant to the Indenture, as of its date or as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) *No Defaults.* The District 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) (1) under the Financing Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents or the Indenture, or the security for the 2018B Bonds.

(i) *All Necessary Approvals.* All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the issuance of the 2018B Bonds.

(j) *No Reliance on Authority for Advice.* The District acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project and the issuance of the 2018B Bonds; that it is familiar with the

provisions of all of the documents and instruments relating to such financing to which the District is a party or of which it is a beneficiary, including the Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Authority for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Financing Documents and the Indenture or otherwise relied on the Authority for any advice.

Section 5.09. Indemnification. To the fullest extent permitted by law, the District agrees to indemnify, hold harmless and defend the Authority, the County the Trustee, and each of its respective past, present and future officers, members, 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 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:

(a) the Authority Bonds, 2018B Bonds or the Indenture, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Authority Bonds;

(b) any act or omission of the District or any of its agents, contractors, servants, employees, tenants) or licensees in connection with the Project or the Facilities, the 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, installation or construction of, the Project or any part thereof;

(c) any lien or charge upon payments by the District to the Authority and the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Trustee in respect of any portion of the Project;

(d) the defeasance and/or redemption, in whole or in part, of the 2018B Bonds or the Authority Bonds;

(e) 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 or continuing disclosure document for the Authority Bonds or any of the documents relating to the 2018B Bonds, or any omission or alleged omission from any offering statement or disclosure or continuing disclosure document for the Authority Bonds 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;

(f) any declaration of taxability of interest on the Authority Bonds, or any regulatory audit or inquiry regarding whether interest on the Authority Bonds is taxable; or

(g) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Authority Bonds to which it is a party;

except (A) in the case of the foregoing indemnification of the Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in

the case of the foregoing indemnification of the Authority or any of its officers, members, directors, officials, employees, attorneys and agents, 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 District, 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 District 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 District 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.

other factors beyond the control of the District.

ARTICLE VI
THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the 2018B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold 2018B Bonds. The Paying Agent may become the owner of any of the 2018B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the 2018B Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the 2018B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject related to the proceedings for sale, award, issuance and delivery of the 2018B Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any 2018B Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any 2018B Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the 2018B Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the 2018B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the 2018B Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the 2018B Bonds to the respective Owners of the 2018B Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the 2018B Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the 2018B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the 2018B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of 2018B Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the 2018B Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the 2018B Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the 2018B Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the 2018B Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding 2018B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of 2018B Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the 2018B Bonds without the consent of all the Owners of such 2018B Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the 2018B Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the 2018B Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* 2018B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on 2018B Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust with an escrow holder, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem 2018B Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, 2018B Bonds Outstanding.

If the District shall pay all 2018B Bonds Outstanding, and shall pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any 2018B Bonds shall not have been surrendered for payment, this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of 2018B Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on 2018B Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding 2018B Bond (whether upon or prior to its maturity or the redemption date of such 2018B Bond), provided that, if such 2018B Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such 2018B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such 2018B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited in trust with an escrow holder as

aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any 2018B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 2018B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust with an escrow holder money or securities in the necessary amount to pay or redeem any 2018B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such 2018B Bonds and all unpaid interest thereon to maturity, except that, in the case of 2018B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such 2018B Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the 2018B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of 2018B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such 2018B Bonds.

(d) *Payment of 2018B Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held in trust with an escrow holder for the payment of the principal or redemption price of, or interest on, any 2018B Bonds and remaining unclaimed for one year after the principal of all of the 2018B Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the 2018B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow holder with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all 2018B Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the 2018B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered 2018B Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any 2018B Bond shall bind all future Owners of such 2018B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the 2018B Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled 2018B Bonds. Whenever in this Resolution provision is made for the surrender to the District of any 2018B Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled 2018B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such 2018B Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2018B Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Pittsburg Unified School District this 23rd day of October, 2019.

A handwritten signature in black ink that reads "Duane Smith". The signature is written in a cursive style with a large, looped "D" and a clear "Smith".

President of the Board

ATTEST:

A handwritten signature in blue ink that reads "Janet Schubert". The signature is written in a cursive style with a large, looped "J" and a clear "Schubert".

Clerk of the Board

PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-15

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE
DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES E
(2019), IN AN AMOUNT NOT TO EXCEED \$19,495,000**

Adopted October 23, 2019

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PITTSBURG UNIFIED SCHOOL DISTRICT

RESOLUTION NO. 19-15

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE PITTSBURG UNIFIED
SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF THE
DISTRICT'S GENERAL OBLIGATION BONDS, ELECTION OF 2010, SERIES E
(2019), IN AN AMOUNT NOT TO EXCEED \$19,495,000**

RESOLVED, by the Board of Trustees (the "Board") of the Pittsburg Unified School District (the "District"), as follows:

WHEREAS, a duly called municipal election was held in the District on November 6, 2010, and thereafter canvassed pursuant to law;

WHEREAS, at such election there was submitted to and approved by the requisite fifty-five percent (55%) vote of the qualified electors of the District a question as to the issuance and sale of general obligation bonds of the District to provide safe, modern neighborhood schools with updated computer technology, upgrade energy systems, including solar, reduce cost, improve student learning by acquiring, upgrading, constructing, equipping classrooms, science/computer labs, and school facilities, replace aging roofs, plumbing, heating, ventilation/electrical systems, improve fire alarms, school security and earthquake safety (the "2010 Project"), in the maximum aggregate principal amount of \$100,000,000 (the "Bonds") payable from the levy of an *ad valorem* tax against the taxable property in the District (the "2010 Authorization");

WHEREAS, pursuant to Title 1, Division 1, Part 10, Chapter 2 (commencing with section 15100) of the California Education Code and Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, the District is empowered to issue general obligation bonds;

WHEREAS, the District has previously issued, pursuant to the 2010 Authorization, its \$24,999,952 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series A (2011), for the purpose of raising moneys for the 2010 Project and other authorized costs;

WHEREAS, the District has also previously issued, pursuant to the 2010 Authorization, its \$25,000,000 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series B (2012), for the purpose of raising moneys for the 2010 Project and other authorized costs;

WHEREAS, the District has also previously issued, pursuant to the 2010 Authorization, its \$18,003,210.75 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series C (2012), for the purpose of raising moneys for the 2010 Project and other authorized costs;

WHEREAS, the District has also previously issued, pursuant to the 2010 Authorization, its \$12,500,000 Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series D (2014), for the purpose of raising moneys for the 2010 Project and other authorized costs;

WHEREAS, the District wishes at this time to authorize the issuance and sale of the fifth series of general obligation bonds under the 2010 Authorization in the aggregate principal amount of not to exceed \$19,495,000, its Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series E (2019) (the "2010E Bonds") for the purpose of raising moneys for the 2010 Project and other authorized costs;

WHEREAS, the District has determined that issuing the 2010E Bonds, together with other general obligation bonds of the District, through a joint powers authority would result in lower borrowing costs to the District taxpayers, would best allocate the District's bond authorizations and would best meet the tax rate requirements with respect to each authorization;

WHEREAS, the District has requested that the Pittsburg Unified School District Financing Authority (the "Authority") issue and sell its bonds for the purpose of purchasing the 2010E Bonds and certain other general obligation bonds of the District, such Authority bonds secured solely by and payable from the debt service payments made by the District with respect to the 2010E Bonds and such other general obligation bonds of the District, and the Authority has agreed to issue its Pittsburg Unified School District Financing Authority 2019 General Obligation Revenue Bonds (Pittsburg Unified School District Bond Program) (the "Authority Bonds");

WHEREAS, this Board of Trustees now desires to authorize the issuance of the 2010E Bonds; and

NOW, THEREFORE, it is hereby RESOLVED, by the Board of Trustees of the Pittsburg Unified School District, as follows:

ARTICLE I
DEFINITIONS; AUTHORITY

Section 1.01. Definitions. The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings ascribed to them below, unless the context clearly requires some other meaning.

"Act" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 (commencing with section 53506) of the California Government Code, as is in effect on the date of adoption hereof and as amended hereafter.

"Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

"Authority" means the Pittsburg Unified School District Financing Authority, purchaser of the 2010E Bonds on the Closing Date.

"Authority Bonds" means the Pittsburg Unified School District Financing Authority 2019 General Obligation Revenue Bonds (Pittsburg Unified School District Bond Program), to be secured by the Authority's purchase of the 2010E Bonds and certain other bonds of the District.

"Authorized Investments" means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, but only to the extent that the same are acquired at Fair Market Value.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means any attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Purchase Agreement" means the Bond Purchase Agreement by and between the District and the Authority, for the purchase and sale of the 2010E Bonds.

"Bond Register" means the registration books for the 2010E Bonds maintained by the Paying Agent.

"Closing Date" means the date of delivery of the 2010E Bonds to the Authority.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the 2010E Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the 2010E Bonds, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Authority Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly reimbursable to the District relating to the issuance, execution and delivery of the 2010E Bonds including, but not limited to, filing and recording costs, settlement costs, printing costs, reproduction and binding costs, legal fees and charges, fees and expenses of the Paying Agent, financial and other professional consultant fees, costs of obtaining credit ratings, fees for execution, transportation and safekeeping of the 2010E Bonds and charges and fees in connection with the foregoing.

"County" means Contra Costa County, California.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the 2010E Bonds during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"District Representative" means the President of the Board, the Superintendent, or any other person authorized by resolution of the Board of the District to act on behalf of the District with respect to this Resolution and the 2010E Bonds.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term *"Fair Market Value"* means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

"Federal Securities" means United States Treasury Bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

"Interest Payment Date" means with respect to interest, February 1 and August 1 of each year commencing on February 1, 2020, and with respect to principal, August 1, of each year commencing on August 1 in such year as shall be set forth in the Bond Purchase Agreement.

"Municipal Advisor" means PFM Financial Advisors LLC, as Municipal Advisor to the District in connection with the issuance of the 2010E Bonds.

"Outstanding" means, when used as of any particular time with reference to 2010E Bonds, all 2010E Bonds except:

(a) 2010E Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) 2010E Bonds paid or deemed to have been paid within the meaning of Section 9.02 hereof; and

(c) 2010E Bonds in lieu of or in substitution for which other 2010E Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Resolution.

"Owner" or "Bondowner" mean the Authority, as registered owner of any Outstanding 2010E Bond.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Paying Agent" means The Bank of New York Mellon Trust Company, N.A., the paying agent appointed by the District and acting as paying agent, registrar and authenticating agent for the 2010E Bonds, or such other paying agent as shall be appointed by the District prior to the delivery of the 2010E Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01 hereof.

"Paying Agent Agreement" means the Paying Agent/Bond Registrar/Costs of Issuance Agreement, dated the Closing Date, by and between the District and the Paying Agent.

"Principal Office" means the principal corporate trust office of the Paying Agent in Dallas, Texas.

"Record Date" means the 15th day of the month preceding each Interest Payment Date.

"Regulations" means temporary and permanent regulations promulgated under the Code.

"Resolution" means this Resolution, including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099, Attention: Call Notification Department, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate to the Paying Agent.

"2010E Bonds" means the Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series E (2019), issued and at any time Outstanding pursuant to this Resolution.

"State" means the State of California.

"Supplemental Resolution" means any resolution supplemental to or amendatory of this Resolution, adopted by the District in accordance with Article VIII hereof.

"Term Bonds" means those 2010E Bonds for which mandatory redemption dates have been established pursuant to the Bond Purchase Agreement.

"Treasurer" means the Contra Costa County Treasurer-Tax Collector.

"Underwriter" means Raymond James & Associates, Inc., as underwriter of the Authority Bonds.

"Written Request of the District" means an instrument in writing signed by the District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

Section 1.02. Authority for this Resolution. This Resolution is entered into pursuant to the provisions of the Act.

ARTICLE II
THE 2010E BONDS

Section 2.01. Authorization. 2010E Bonds are hereby authorized to be issued by the District under and subject to the terms of the Act and this Resolution. The amount of 2010E Bonds shall be determined on the date of sale thereof in accordance with the Bond Purchase Agreement. This Resolution constitutes a continuing agreement with the Owners of all of the 2010E Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal of and the interest on all 2010E Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The 2010E Bonds shall be designated the "Pittsburg Unified School District (Contra Costa County, California) General Obligation Bonds, Election of 2010, Series E (2019)."

Section 2.02. Terms of 2010E Bonds.

(a) *Form; Numbering.* The 2010E Bonds shall be issued as fully registered 2010E Bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of 2010E Bonds maturing in the year of maturity of the 2010E Bond for which the denomination is specified. 2010E Bonds shall be lettered and numbered as the Paying Agent shall prescribe.

(b) *Date of 2010E Bonds.* The 2010E Bonds shall be dated as of the Closing Date.

(c) *Maturities; Interest.* The 2010E Bonds shall mature (or, alternatively, be subject to mandatory sinking fund redemption as hereinafter provided) and become payable on August 1 in the years and in the amounts set forth in, and subject to the alteration thereof permitted by, the Bond Purchase Agreement. The 2010E Bonds shall bear interest at such rate or rates as shall be determined upon the sale thereof, payable semi-annually on each Interest Payment Date.

Each 2010E Bond shall bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to January 15, 2020, in which event it shall bear interest from the date described in paragraph (b) of this Section 2.02; *provided, however*, that if at the time of authentication of a 2010E Bond, interest is in default thereon, such 2010E Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the 2010E Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(e) *Payment.* Interest on the 2010E Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Paying Agent mailed via first-class mail to the Owner thereof at such Owner's address as it appears on the Bond Register on each Record Date or at such other address as the Owner may have filed with the Paying Agent for that purpose; provided however, that payment of interest may be by wire transfer in immediately available funds to an account in the United States of America to any Owner of 2010E Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written

wire instructions to the Paying Agent at least five (5) days before the applicable Record Date. Principal of the 2010E Bonds is payable in lawful money of the United States of America at the Principal Office.

Section 2.03. Redemption.

(a) *Optional Redemption.* The 2010E Bonds will be subject to redemption prior to maturity to the extent specified in the Bond Purchase Agreement.

(b) *Mandatory Sinking Fund Redemption.* In the event and to the extent specified in the Bond Purchase Agreement, any maturity of 2010E Bonds may be designated as "Term Bonds" and shall be subject to mandatory sinking fund redemption. If some but not all of such Term Bonds have been redeemed pursuant to the preceding subsection (a) of this Section 2.03, the aggregate principal amount of such Term Bonds to be redeemed in each year pursuant to this subsection (b) shall be reduced on a *pro rata* basis in integral multiples of \$5,000, as shall be designated pursuant to written notice filed by the District with the Paying Agent.

(c) *Notice of Redemption.* The Paying Agent on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption to: (i) the respective Owners of any 2010E Bonds designated for redemption, at least thirty (30) but not more than sixty (60) days prior to the redemption date, at their respective addresses appearing on the Bond Register, and (ii) the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the redemption; *provided, however*, that neither failure to receive any such notice so mailed nor any defect therein shall affect the validity of the proceedings for the redemption of such 2010E Bonds or the cessation of the accrual of interest thereon. Such notice shall state the date of the notice, the redemption date, the redemption place and the redemption price and shall designate the CUSIP numbers, the 2010E Bond numbers and the maturity or maturities (in the event of redemption of all of the 2010E Bonds of such maturity or maturities in whole) of the 2010E Bonds to be redeemed, and shall require that such 2010E Bonds be then surrendered at the Principal Office for redemption at the redemption price, giving notice also that further interest on such 2010E Bonds will not accrue from and after the redemption date.

Notwithstanding the foregoing, in the case of any optional redemption of the 2010E Bonds, the notice of redemption shall state that the redemption is conditioned upon receipt by the Paying Agent of sufficient moneys to redeem the 2010E Bonds on the scheduled redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 2010E Bonds have not been deposited with the Paying Agent. In the event that the Paying Agent does not receive sufficient funds by the scheduled optional redemption date to so redeem the 2010E Bonds to be optionally redeemed, the Paying Agent shall send written notice to the Owners, to the Securities Depositories and to one or more of the Information Services to the effect that the redemption did not occur as anticipated, and the 2010E Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes.

(d) *Selection of 2010E Bonds for Redemption.* Whenever provision is made for the redemption of 2010E Bonds of more than one maturity, the 2010E Bonds to be redeemed shall be selected by the District evidenced by a Written Request of the District filed with the Paying Agent or, absent such selection by the District, on a *pro rata* basis among the maturities subject to redemption; and in each case, the Paying Agent shall select the 2010E Bonds to be redeemed within any maturity by lot in any manner which the Paying Agent in its sole discretion shall deem appropriate and fair. For purposes of such selection, all 2010E Bonds shall be deemed to

be comprised of separate \$5,000 portions and such portions shall be treated as separate 2010E Bonds which may be separately redeemed.

(e) *Partial Redemption of 2010E Bonds.* In the event only a portion of any 2010E Bond is called for redemption, then upon surrender of such 2010E Bond the District shall execute and the Paying Agent shall authenticate and deliver to the Owner thereof, at the expense of the District, a new 2010E Bond or 2010E Bonds of the same maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2010E Bond to be redeemed. 2010E Bonds need not be presented for mandatory sinking fund redemptions.

(f) *Effect of Redemption.* From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the 2010E Bonds so called for redemption shall have been duly provided, such 2010E Bonds so called shall cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice. All 2010E Bonds redeemed pursuant to this Section 2.03 shall be canceled and shall be destroyed by the Paying Agent.

Section 2.04. Form of 2010E Bonds. The 2010E Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as are set forth in Exhibit A attached hereto.

Section 2.05. Execution of 2010E Bonds. The 2010E Bonds shall be executed on behalf of the District by the facsimile signatures of the President of the Board and its Clerk who are in office on the date of adoption of this Resolution or at any time thereafter. If any officer whose signature appears on any 2010E Bond ceases to be such officer before delivery of the 2010E Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2010E Bonds to the purchaser. Any 2010E Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such 2010E Bond shall be the proper officers of the District although at the nominal date of such 2010E Bond any such person shall not have been such officer of the District.

Only such 2010E Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in Exhibit A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent shall be conclusive evidence that the 2010E Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.06. Transfer of 2010E Bonds. Any 2010E Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08 hereof, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such 2010E Bond for cancellation at the Principal Office, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any 2010E Bond or 2010E Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new 2010E Bond or 2010E Bonds, for like aggregate principal amount.

No transfers of 2010E Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2010E Bonds for redemption or (b) with respect to a 2010E Bond after such 2010E Bond has been selected for redemption.

Section 2.07. Exchange of 2010E Bonds. 2010E Bonds may be exchanged at the Principal Office for a like aggregate principal amount of 2010E Bonds of authorized denominations and of the same maturity. The Paying Agent shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of 2010E Bonds shall be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of 2010E Bonds for redemption or (b) with respect to a 2010E Bond after such 2010E Bond has been selected for redemption.

Section 2.08. 2010E Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the 2010E Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, 2010E Bonds as herein before provided.

Section 2.09. Temporary 2010E Bonds. The 2010E Bonds may be initially issued in temporary form exchangeable for definitive 2010E Bonds when ready for delivery. The temporary 2010E Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary 2010E Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive 2010E Bonds. If the District issues temporary 2010E Bonds it will execute and furnish definitive 2010E Bonds without delay, and thereupon the temporary 2010E Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office and the Paying Agent shall deliver in exchange for such temporary 2010E Bonds an equal aggregate principal amount of definitive 2010E Bonds of authorized denominations. Until so exchanged, the temporary 2010E Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive 2010E Bonds executed and delivered hereunder.

Section 2.10. 2010E Bonds Mutilated, Lost, Destroyed or Stolen. If any 2010E Bond shall become mutilated the District, at the expense of the Owner of said 2010E Bond, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2010E Bond of like maturity and principal amount in exchange and substitution for the 2010E Bond so mutilated, but only upon surrender to the Paying Agent of the 2010E Bond so mutilated. Every mutilated 2010E Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any 2010E Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new 2010E Bond of like maturity and principal amount in lieu of and in substitution for the 2010E Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new 2010E Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any

2010E Bond issued under the provisions of this Section 2.10 in lieu of any 2010E Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the 2010E Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other 2010E Bonds issued pursuant to this Resolution.

ARTICLE III

ISSUE OF 2010E BONDS; APPLICATION OF 2010E BOND PROCEEDS; SECURITY FOR THE 2010E BONDS

Section 3.01. Issuance, Award and Delivery of 2010E Bonds. At any time after the execution of this Resolution the District may issue and deliver 2010E Bonds in any principal amount, not to exceed \$19,495,000.

The District Representatives shall be, and are hereby, directed to cause the 2010E Bonds to be printed, signed and delivered to the Authority on receipt of the purchase price therefor and upon performance of the conditions contained in the Bond Purchase Agreement.

The Paying Agent is hereby authorized to deliver the 2010E Bonds to the Authority, upon receipt of a Written Request of the District.

Section 3.02. Funds and Accounts.

(a) *Building Fund.* The fund, known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2010, Series E (2019) Building Fund" (the "Building Fund"), is hereby established and maintained by the Treasurer for the 2010E Bonds. Moneys deposited therein from the proceeds of the 2010E Bonds shall be used solely for the purpose for which the 2010E Bonds are being issued and shall be applied solely to authorized purposes which relate to the acquisition or improvement of real property and for the payment of Costs of Issuance of the 2010E Bonds if insufficient moneys are available therefor in the Costs of Issuance Fund. The interest earned on the moneys deposited to the Building Fund shall be retained in the Building Fund and used for the purposes thereof. At the written request of the District filed with the Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes of the 2010E Bonds shall be withdrawn from the Building Fund and transferred to the Interest and Sinking Fund, to be applied to the payment of Debt Service. By receipt of a copy of this resolution, the Treasurer is hereby requested to establish and maintain the Building Fund. The Treasurer is not responsible for the use of funds disbursed from the Building Fund.

(b) *Interest and Sinking Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2010, Interest and Sinking Fund" (the "Interest and Sinking Fund"), shall be created and established within the County Treasury. Moneys deposited therein shall be used only for payment of principal and interest on all general obligation bonds of the District. Notwithstanding the foregoing provisions of this Section 3.02(b), any excess proceeds of the 2010E Bonds not needed for the authorized purposes set forth herein for which the 2010E Bonds are being issued shall be used to pay other general obligation bonds of the District or, if there are no other general obligation bonds of the District outstanding. The interest earned on the moneys deposited to the Interest and Sinking Fund shall be retained in the Interest and Sinking Fund and used for the purposes thereof.

(c) *Costs of Issuance Fund.* A fund, to be known as the "Pittsburg Unified School District, General Obligation Bonds, Election of 2010, Series E (2019) Costs of Issuance Fund" (the "Costs of Issuance Fund"), is hereby created and established with the Paying Agent, acting as costs of issuance custodian (the "Custodian") for the 2010E Bonds. Moneys deposited therein shall be used solely for the payment of costs of issuance of the 2010E Bonds, as provided in the Paying Agent Agreement.

(d) *Investment of Moneys in the Building Fund and the Interest and Sinking Fund.* Moneys held in the Building Fund and the Interest and Sinking Fund shall be invested at the Treasurer's discretion, unless otherwise directed in writing by the District, pursuant to law and the investment policy of the Treasurer. In addition, at the written direction of the District, all or any portion of the moneys in the Building Fund may be invested (i) in the Local Agency Investment Fund in the treasury of the State, or (ii) in investment agreements which comply with the requirements of each rating agency then rating the 2010E Bonds necessary in order to maintain the current rating on the 2010E Bonds, provided that the Treasurer shall be a signatory to any such investment agreement. Consent by the Treasurer to a request by the District to use any investments requested by the District specified in clause (d)(ii) shall in no way imply any endorsement by the Treasurer of such investment and the Treasurer assumes no liability for the results of such investment or of the provider thereof.

Section 3.03. Application of Proceeds of Sale of 2010E Bonds. On the Closing Date, the proceeds of sale of the 2010E Bonds shall be paid by the Authority as follows:

(a) to the Treasurer, an amount equal to the premium received by the District, if any, on the 2010E Bonds, for deposit in the Interest and Sinking Fund;

(b) to the Custodian, an amount equal to the amounts required for the payment of Costs of Issuance, for deposit in the Costs of Issuance Fund; and

(c) the remaining proceeds of the 2010E Bonds shall be transferred to the Treasurer for deposit in the Building Fund.

Section 3.04. Security for the 2010E Bonds; Pledged Revenues. There shall be levied by the County on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the 2010E Bonds are outstanding in an amount sufficient to pay the principal of and interest on the 2010E Bonds when due, which moneys when collected will be placed in the Interest and Sinking Fund of the District, which fund is irrevocably pledged for the payment of the principal of and interest on the 2010E Bonds when and as the same fall due (the "Pledged Revenues").

It is the intention of the District that (i) for purposes of 11 U.S.C. §902(2)(E), the Pledged Revenues constitute "taxes specifically levied to finance one or more projects or systems" of the District and are not "general property, sales or income taxes . . . levied to finance the general purposes of" the District, and (ii) the pledge of the Pledged Revenues constitutes a pledge of "special revenues" for purposes of 11 U.S.C. §§901 *et seq.*, and that a petition filed by the District under 11 U.S.C. §§901 *et seq.*, will not operate as a stay under 11 U.S.C. §362 of the application of such Pledged Revenues to payment when due of principal of and interest on the 2010E Bonds. The District will not take any action inconsistent with its agreement and statement of intention hereunder and will not deny that the pledge of the Pledged Revenues constitutes a pledge of special revenues for purposes of 11 U.S.C. §§901 *et seq.*

The moneys in the Interest and Sinking Fund, to the extent necessary to pay the principal of and interest on the 2010E Bonds as the same become due and payable, shall be transferred by the Treasurer to the Paying Agent as necessary to pay the principal of and interest on the 2010E Bonds. The property taxes and amounts held in the Interest and Sinking Fund of the District shall immediately be subject to this pledge and the pledge shall constitute a lien and security interest which shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing or further act. The pledge is an agreement between the District and the Owners of the 2010E Bonds in addition to

the statutory lien that exists (as described below), and the 2010E Bonds were issued to finance one or more capital project authorized by the voters of the District and not to finance the general purposes of the District.

Additionally, in accordance with section 53515(a) of the Government Code, the 2010E Bonds shall be secured by a statutory lien on all revenues received pursuant to the levy and collection of the tax for the payment of bonds authorized by the voters of the District. The lien shall automatically attach without further action or authorization by the District or the County. The lien shall be valid and binding from the time the 2010E Bonds are executed and delivered. The revenues received pursuant to the levy and collection of the tax shall be immediately subject to the lien, and the lien shall automatically attach to the revenues and be effective, binding, and enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any physical delivery, recordation, filing, or further act.

ARTICLE IV

SALE OF BONDS; APPROVAL OF PAYING AGENT AGREEMENT; APPROBVAL OF OFFICIAL STATMENT

Section 4.01. Sale of the 2010E Bonds and the Authority Bonds. The 2010E Bonds shall be sold to the Authority pursuant to the terms of the Bond Purchase Agreement, in the form attached hereto as Exhibit B, at the par amount thereof. The District Representatives, or any assignee thereof, are hereby authorized and directed to execute and deliver, for and on behalf of the District, a Bond Purchase Agreement in said form, together with such changes, insertions and deletions as may be approved by the official executing such documents, the approval thereof to be conclusively evidenced by the execution and delivery by the District of the Bond Purchase Agreement.

The Board hereby approves the sale of the Authority Bonds by the Authority by negotiation with the Underwriter, pursuant to a bond purchase agreement (the "Authority Bond Purchase Agreement"), in the form attached hereto as Exhibit C. District Representatives, or any assignee thereof, are hereby authorized and directed to approve, for and on behalf of the District, an Authority Bond Purchase Agreement in said form, together with such changes, insertions and deletions as may be approved by the official executing such documents, the approval thereof to be conclusively evidenced by the execution and delivery by the District of the Authority Bond Purchase Agreement, upon the submission of an offer by the Underwriter to purchase the Authority Bonds, which offer is acceptable to the District and consistent with the requirements of this Resolution. The Authority Bonds shall be issued in a principal amount not to exceed \$32,000,000.

Section 4.02. Approval of Paying Agent Agreement. The Paying Agent Agreement, in the form attached hereto as Exhibit D, together with any additions thereto or changes therein deemed necessary or advisable by a District Representative, is hereby approved by the Board. Any District Representative is hereby authorized and directed to execute the Paying Agent Agreement for and in the name and on behalf of the District. The Board hereby authorizes the delivery and performance of the Paying Agent Agreement.

Section 4.03. Official Statement. The Board hereby approves a preliminary official statement describing the Authority Bonds, the 2010E Bonds and certain other general obligation bonds of the District (the "Preliminary Official Statement") in the form on file with the Clerk of the Board, together with any changes therein or additions thereto deemed advisable by a District Representative. The Board authorizes and directs the District Representatives, on behalf of the District, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution to prospective purchasers of the Authority Bonds.

The Underwriter, on behalf of the District, is authorized and directed to cause the Preliminary Official Statement to be distributed to perspective underwriters, who in turn may distribute copies of the Preliminary Official Statement to persons who may be interested in purchasing the Authority Bonds therein offered for sale.

Any District Representative is authorized and directed to cause the Preliminary Official Statement to be brought into the form of a final official statement (the "Final Official Statement") and to execute the Final Official Statement, dated as of the date of the sale of the 2010E Bonds, and a statement that the facts contained in the Preliminary Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the

purpose of such statement) were, at the time of its date, true and correct in all material respects and that the facts contained in the Final Official Statement, and any supplement or amendment thereto (which shall be deemed an original part thereof for the purpose of such statement) were, at the time of sale of the 2010E Bonds, true and correct in all material respects and that the Final Official Statement did not, on the date of sale of the Authority Bonds, and does not, as of the date of delivery of the Authority Bonds, contain any untrue statement of a material fact or omit to state material facts required to be stated where necessary to make any statement made therein not misleading in light of the circumstances under which it was made. The District Representatives shall take such further actions prior to the signing of the Final Official Statement as are deemed necessary or appropriate to verify the accuracy thereof. The execution of the Final Official Statement, which shall include such changes and additions thereto deemed advisable by the District Representatives, and such information permitted to be excluded from the Preliminary Official Statement pursuant to the Rule, shall be conclusive evidence of the approval of the Final Official Statement by the District.

The Final Official Statement, when prepared, is approved for distribution in connection with the offering and sale of the Authority Bonds.

Section 4.04. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the 2010E Bonds are hereby approved, and the District Representatives, and any and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the District, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the 2010E Bonds in accordance with this Resolution.

The Board hereby appoints PFM Financial Advisors LLC as Municipal Advisor, and Quint & Thimmig LLP, as Bond Counsel and Disclosure Counsel with respect to the issuance of the 2010E Bonds. The District Representatives are hereby authorized to enter into any new agreements and/or amend any existing agreements with members of the financing team as appropriate provided such agreements describe the desired scope of services and specify a cost that is consistent with not-to-exceed cost estimates presented to this Board in connection with this resolution. A form of each applicable proposed agreement is on file with the Superintendent and available for review.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

Section 5.01. Punctual Payment. The District will punctually pay, or cause to be paid, the principal of and interest on the 2010E Bonds, in strict conformity with the terms of the 2010E Bonds and of this Resolution, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Resolution and of the 2010E Bonds. Nothing herein contained shall prevent the District from making advances of its own moneys, howsoever derived, to any of the uses or purposes permitted by law.

Section 5.02. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the 2010E Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the 2010E Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Protection of Security and Rights of Bondowners. The District will preserve and protect the security of the 2010E Bonds and the rights of the Bondowners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any of the 2010E Bonds by the District, the 2010E Bonds shall be incontestable by the District.

Section 5.04. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the 2010E Bonds of the rights and benefits provided in this Resolution.

Section 5.05. Tax Covenants.

(a) *Private Activity Bond Limitation*. The District shall assure that the proceeds of the Authority Bonds are not so used as to cause the Authority Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

(b) *Federal Guarantee Prohibition*. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Authority Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(c) *Rebate Requirement*. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Authority Bonds.

(d) *No Arbitrage*. The District shall not take, or permit or suffer to be taken, any action with respect to the proceeds of the Authority Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of

issuance of the Authority Bonds would have caused the Authority Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(e) *Maintenance of Tax-Exemption.* The District shall take all actions necessary to assure the exclusion of interest on the Authority Bonds from the gross income of the Owners of the Authority Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Authority Bonds.

Section 5.06. Acquisition, Disposition and Valuation of Investments.

(a) Except as otherwise provided in subsection (b) of this Section 5.06, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Resolution, or otherwise containing gross proceeds of the 2010E Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Resolution or the Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code).

Section 5.07. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, substantially in the form attached hereto as Exhibit E. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default; however, any holder or beneficial owner of the Authority Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate of specific performance by court order.

Section 5.08. Representations and Warranties of the District. The District makes the following representations and warranties to the Authority:

(a) *Organization/Authority.* The District is a unified school district duly organized and in good standing under the laws of the State and has full legal right, power and authority to enter adopt this Resolution, the Bond Purchase Agreement and the Paying Agent Agreement (collectively, the "Financing Documents") and to carry out and consummate all transactions contemplated hereby and by the other Financing Documents and by proper corporate action has duly authorized the execution, delivery and performance of the Financing Documents.

(b) *Execution/Delivery.* The Financing Documents have been duly authorized, executed and delivered by the District.

(c) *Enforceability.* This Resolution and the 2010E Bonds, when assigned to the Trustee pursuant to the Indenture, will constitute the legal, valid and binding agreements of the District enforceable against the District by the Trustee in accordance with their terms for the benefit of the Holders of the Bonds, and any rights of the Authority and obligations of the District not so assigned to the Trustee constitute the legal, valid, and binding agreements of the District enforceable against the District by the Authority in accordance with their terms; except in each case as enforcement may be 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 and by public policy.

(d) *No Conflicts.* The execution and delivery of the Financing Documents, the consummation of the transactions herein and therein contemplated and the fulfillment of or

compliance with the terms and conditions hereof and thereof, will not conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) under any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the District is a party or by which it or its properties are otherwise subject or bound, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the District, which conflict, violation, breach, default, lien, charge or encumbrance might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents, the security for the 2010E Bonds or the financial condition, assets, properties or operations of the District.

(e) *No Other Consents.* No consent or approval of any trustee or holder of any indebtedness of the District or any guarantor of indebtedness of or other provider of credit or liquidity to the District, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority (except with respect to any state securities or "blue sky" laws) is necessary in connection with the execution and delivery of the Financing Documents, or the consummation of any transaction herein or therein contemplated, or the fulfillment of or compliance with the terms and conditions hereof or thereof, except as have been obtained or made and as are in full force and effect.

(f) *No Litigation.* There is no action, suit, proceeding, inquiry or investigation, before or by any court or federal, state, municipal or other governmental authority, pending, or to the knowledge of the District, after reasonable investigation, threatened, against or affecting the District or the assets, properties or operations of the District which, if determined adversely to the District or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by or the validity of the Financing Documents, the security for the 2010E Bonds, or upon the financial condition, assets, properties or operations of the District.

(g) *Disclosures Accurate.* No written information, exhibit or report furnished to the Authority by the District in connection with the purchase of the 2010E Bonds by the Authority, and no official statement or other offering document in connection with the issuance of the Authority Bonds pursuant to the Indenture, as of its date or as of the date hereof, contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) *No Defaults.* The District 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) (1) under the Financing Documents, or (2) with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which default could reasonably be expected to have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Financing Documents or the Indenture, or the security for the 2010E Bonds.

(i) *All Necessary Approvals.* All material certificates, approvals, permits and authorizations of applicable local governmental agencies, and agencies of the State and the federal government have been or will be obtained with respect to the issuance of the 2010E Bonds.

(j) *No Reliance on Authority for Advice.* The District acknowledges, represents and warrants that it understands the nature and structure of the transactions relating to the financing of the Project and the issuance of the 2010E Bonds; that it is familiar with the

provisions of all of the documents and instruments relating to such financing to which the District is a party or of which it is a beneficiary, including the Indenture; that it understands the risks inherent in such transactions; and that it has not relied on the Authority for any guidance or expertise in analyzing the financial or other consequences of the transactions contemplated by the Financing Documents and the Indenture or otherwise relied on the Authority for any advice.

Section 5.09. Indemnification. To the fullest extent permitted by law, the District agrees to indemnify, hold harmless and defend the Authority, the County the Trustee, and each of its respective past, present and future officers, members, 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 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:

(a) the Authority Bonds, 2010E Bonds or the Indenture, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale or resale of the Authority Bonds;

(b) any act or omission of the District or any of its agents, contractors, servants, employees, tenants) or licensees in connection with the Project or the Facilities, the 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, installation or construction of, the Project or any part thereof;

(c) any lien or charge upon payments by the District to the Authority and the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Authority or the Trustee in respect of any portion of the Project;

(d) the defeasance and/or redemption, in whole or in part, of the 2010E Bonds or the Authority Bonds;

(e) 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 or continuing disclosure document for the Authority Bonds or any of the documents relating to the 2010E Bonds, or any omission or alleged omission from any offering statement or disclosure or continuing disclosure document for the Authority Bonds 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;

(f) any declaration of taxability of interest on the Authority Bonds, or any regulatory audit or inquiry regarding whether interest on the Authority Bonds is taxable; or

(g) the Trustee's acceptance or administration of the trust of the Indenture, or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Authority Bonds to which it is a party;

except (A) in the case of the foregoing indemnification of the Trustee or any of its respective officers, members, directors, officials, employees, attorneys and agents, to the extent such damages are caused by the negligence or willful misconduct of such Indemnified Party; or (B) in

the case of the foregoing indemnification of the Authority or any of its officers, members, directors, officials, employees, attorneys and agents, 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 District, 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 District 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 District 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.

ARTICLE VI
THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. The Bank of New York Mellon Trust Company, N.A. is hereby appointed Paying Agent for the 2010E Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and, even during the continuance of an Event of Default, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the District a certificate to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business in the State, having a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Bondowners of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold 2010E Bonds. The Paying Agent may become the owner of any of the 2010E Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

Section 6.03. Liability of Agents. The recitals of facts, covenants and agreements herein and in the 2010E Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the 2010E Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Paying Agent, the Paying Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Resolution.

The Paying Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Paying Agent was negligent in ascertaining the pertinent facts.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

Section 6.04. Notice to Agents. The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be of counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

Section 6.05. Compensation, Indemnification.

(a) The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. Any District Representative is hereby authorized to execute an agreement or agreements with the Paying Agent in connection with such fees and expenses. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

(b) The District shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject related to the proceedings for sale, award, issuance and delivery of the 2010E Bonds in accordance therewith and herewith. The District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. The following events ("Events of Default") shall be events of default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of on any 2010E Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made in the due and punctual payment of any installment of interest on any 2010E Bond when and as such interest installment shall become due and payable;

(c) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the 2010E Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District; or

(d) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the 2010E Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bondowners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

Section 7.03. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the 2010E Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the 2010E Bonds to the respective Owners of the 2010E Bonds at the respective dates of maturity, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the 2010E Bonds.

A waiver of any default by any Bondowner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the 2010E Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the 2010E Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.04. Remedies Not Exclusive. No remedy herein conferred upon the Owners of 2010E Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the District may be adopted, which, without the requirement of consent of the Owners of the 2010E Bonds, shall be fully effective in accordance with its terms:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply and omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the 2010E Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent to the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the 2010E Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the 2010E Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding 2010E Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of 2010E Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged for the repayment of the 2010E Bonds without the consent of all the Owners of such 2010E Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the District, the Paying Agent and the Owners of the 2010E Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the 2010E Bonds.

Section 9.02. Defeasance.

(a) *Discharge of Resolution.* 2010E Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

(i) by paying or causing to be paid the principal or redemption price of and interest on 2010E Bonds Outstanding, as and when the same become due and payable;

(ii) by depositing, in trust with an escrow holder, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem 2010E Bonds Outstanding; or

(iii) by delivering to the Paying Agent, for cancellation by it, 2010E Bonds Outstanding.

If the District shall pay all 2010E Bonds Outstanding, and shall pay or cause to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative, filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any 2010E Bonds shall not have been surrendered for payment, this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it pursuant to this Resolution which are not required for the payment or redemption of 2010E Bonds not theretofore surrendered for such payment or redemption.

(b) *Discharge of Liability on 2010E Bonds.* Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) to pay or redeem any Outstanding 2010E Bond (whether upon or prior to its maturity or the redemption date of such 2010E Bond), provided that, if such 2010E Bond is to be redeemed prior to maturity, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, then all liability of the District in respect of such 2010E Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such 2010E Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited in trust with an escrow holder as

aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any 2010E Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such 2010E Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) *Deposit of Money or Securities with Paying Agent.* Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust with an escrow holder money or securities in the necessary amount to pay or redeem any 2010E Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to this Resolution and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount of such 2010E Bonds and all unpaid interest thereon to maturity, except that, in the case of 2010E Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such 2010E Bonds and all unpaid interest thereon to the redemption date; or

(ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the 2010E Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of 2010E Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as in Section 2.03 provided or provision satisfactory to the Paying Agent shall have been made for the giving of such notice;

provided, in each case, that the Paying Agent shall have been irrevocably instructed (by the terms of this Resolution or by request of the District) to apply such money to the payment of such principal or redemption price and interest with respect to such 2010E Bonds.

(d) *Payment of 2010E Bonds After Discharge of Resolution.* Notwithstanding any provisions of this Resolution, any moneys held in trust with an escrow holder for the payment of the principal or redemption price of, or interest on, any 2010E Bonds and remaining unclaimed for one year after the principal of all of the 2010E Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or one year after the date of deposit of such moneys if deposited after said date when all of the 2010E Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the escrow holder with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all 2010E Bonds which have not been paid at the addresses shown on the registration books maintained by the Paying Agent a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the 2010E Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof.

Section 9.03. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered 2010E Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any 2010E Bond shall bind all future Owners of such 2010E Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

Section 9.04. Waiver of Personal Liability. No boardmember, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the 2010E Bonds; but nothing herein contained shall relieve any such boardmember, officer, agent or employee from the performance of any official duty provided by law.

Section 9.05. Destruction of Canceled 2010E Bonds. Whenever in this Resolution provision is made for the surrender to the District of any 2010E Bonds which have been paid or canceled pursuant to the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled 2010E Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such 2010E Bonds therein referred to.

Section 9.06. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2010E Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the District in trust for the benefit of the Bondowners.

Section 9.07. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

THE FOREGOING RESOLUTION is approved and adopted by the Board of Trustees of the Pittsburgh Unified School District this 23rd day of October, 2019.

A handwritten signature in black ink that reads "Duane Smith". The signature is written in a cursive style with a large initial "D".

President of the Board

ATTEST:

A handwritten signature in blue ink that reads "Jane Schuby". The signature is written in a cursive style with a large initial "J".

Clerk of the Board



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: ACCEPT and APPROVE Amended Sustainability Commission Bylaws

RECOMMENDATION(S):

ACCEPT and APPROVE amended Sustainability Commission Bylaws.

FISCAL IMPACT:

None.

BACKGROUND:

On November 15, 2016, the Board of Supervisors approved the creation of the Sustainability Commission to advise the Board and County staff on implementation of the County's Climate Action Plan. Their Bylaws were approved by the Board of Supervisors on September 26, 2017.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Jody London (925)
674-7871

cc:

BACKGROUND: (CONT'D)

On May 7, 2019, the Sustainability Committee directed that should a vacant seat on the Sustainability Commission not be filled by the date the term of service expires, the term of service shall extend 60 days or until an appointment is made to the vacant seat, whichever comes first. As a result of this direction, the Bylaws were amended by the Sustainability Commission on August 26, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

The Sustainability Commission may have challenges meeting quorum if a vacancy is not able to be filled before the term expires.

ATTACHMENTS

Amended Bylaws - redline

Amended Bylaws - clean

**BY-LAWS
of the
CONTRA COSTA COUNTY SUSTAINABILITY COMMISSION**

I. Name

The name of this commission shall be the “Contra Costa County Sustainability Commission” (hereinafter referred to as the “Sustainability Commission” or “Commission”).

II. Purpose

The general purposes of the Commission shall be as follows:

- A. Advise the Board of Supervisors and staff on successful implementation of the Climate Action Plan, including suggestions on how that work can be performed more efficiently and effectively.
- B. Advise the Board of Supervisors on opportunities to realize equity and fairness across the diverse communities of Contra Costa County in sustainability programs that support the Climate Action Plan.
- C. Advise the Board of Supervisors and staff on how to better engage Contra Costa County residents and businesses on sustainability issues and implementation of the Climate Action Plan.

III. Membership

- A. Members. The Commission shall consist of members as approved by the Board of Supervisors. Members serve at the pleasure of the Board of Supervisors and may be removed during their terms of office by a majority vote of the Board at its pleasure.
- B. Status Changes. If a member’s work status or residence changes, the member must notify the Commission in writing, within thirty (30) days of the change in status. The Chair shall review the change of status and determine if the member is still eligible for membership. If the member is found to be ineligible, the Chair shall forward the appropriate information to the Board of Supervisors.
- C. Terms. Members shall serve a four-year term, after the initial terms approved by the Board of Supervisors expire. There will not be a term limit and members may serve more than one (1) term if reappointed. If upon expiration of a term, a seat has not been filled by the Board of Supervisors, the term of service shall extend 60 days or until an appointment is made to fill the vacant seat, whichever comes first.

- D. Resignation. Any member who desires to resign his or her position with the Commission should do so in writing and file it with the Clerk of the Board, the Chair, and staff to the Commission. Advanced notice is preferred to allow for a timely appointment to fill the vacancy.
- E. Vacancies. A vacancy during the term of any member will be filled by the Board of Supervisors for the remainder of the then-current term.
- F. Member Responsibilities. Each member is expected to:
 - 1. Have an interest in and commitment to the Purpose of the Commission.
 - 2. Attend meetings of the Commission. Members are expected to notify the Chair in advance of any absence from a meeting. Members may be excused by the Chair for authorized absences. A member that is absent from three (3) consecutive scheduled meetings without authorization from the Chair will be considered to have resigned his or her position with the Commission, and the Chair will notify the Board of Supervisors of the vacancy.
 - 3. Comply with the Contra Costa County policy for Board Appointees concerning Conflict of Interest and Open Meetings, Resolution No. 2002/376.
- G. Alternate Members. Alternate members are non-voting members except that alternates shall fill in for the regular district representative member appointed from the same district when the regular member is absent from part or all of a meeting, during which time the alternate member shall constitute a voting member.

IV. Organization

- A. Officers. The officers of the Commission shall be the Chair, Vice-Chair, and Secretary. The Commission shall annually at its first meeting in the calendar year elect its Chair and Vice-Chair. The Sustainability Coordinator shall serve as the Secretary.
 - 1. Duties of the Chair. The Chair shall conduct meetings, develop agendas, and serve as the official spokesperson for the Commission.
 - 2. Duties of the Vice-Chair. The Vice-Chair shall act for the Chair in the Chair's absence.
- B. Subcommittees. The Chair may appoint subcommittees composed solely of members of the Commission. The Chair shall serve as an ex-officio member on all subcommittees.

- C. Staff. The Sustainability Coordinator shall serve as staff to the Commission. Staff shall:
1. Prepare and issue agendas in accordance with the Brown Act and the County's Better Government Ordinance.
 2. Finalize minutes and distribute minutes to members and the Clerk of the Board after adoption by the Commission.
 3. Prepare the annual report at the direction of the Commission for submission to the Board of Supervisors.
 4. Maintain physical and electronic records of the Commission.
 5. Keep meeting attendance records.
 6. Send and retain copies of correspondence authorized by the Commission.

V. Meetings

- A. All meetings of the Commission shall be open public meetings and shall be conducted in accordance with the Brown Act and the County's Better Government Ordinance.
- B. Regular meetings of the Commission shall be held on the fourth Monday in February, April, June, August, October, and December, at 5:00 p.m., at a location to be determined by the Commission and staff. The December meeting will occur prior to the fourth Monday in December, as approved by the Commission.
- C. Six voting members constitute a quorum. A quorum must be present to hold a meeting. In the absence of a quorum, no formal action shall be taken except to adjourn the meeting to a subsequent date.
- D. Only regular members and alternates filling in for absent regular members shall vote on matters before the Commission. The Commission may take action by approval of a majority of the voting members present.
- E. The Commission may call a special meeting if the Commission's business requires it to meet more frequently, but a quorum is required for any meeting to proceed.

VI. Annual Objectives

The Commission shall establish an annual work plan and a list of goals and priorities that will guide the work of the Commission over the year.

VII. Reports

The Commission shall submit:

- A. Regular reports to the Ad Hoc Sustainability Committee or its successor.
- B. An annual report to the Board of Supervisors as required by Resolution No. 2011/498 and as amended.
- C. Other reports to the Board of Supervisors as appropriate.

VIII. Conflicts with County Policies

To the extent there are any inconsistencies between these bylaws and the resolutions creating the Commission or countywide advisory body policies, the resolutions and countywide advisory body policies will govern.

IX. Bylaws/Amendments

These bylaws and any bylaw amendments shall be recommended by the Commission and be effective upon approval by the Board of Supervisors.

Adopted by Sustainability Commission August 28, 2017
Amended by Sustainability Commission August 26, 2019

**BY-LAWS
of the
CONTRA COSTA COUNTY SUSTAINABILITY COMMISSION**

I. Name

The name of this commission shall be the “Contra Costa County Sustainability Commission” (hereinafter referred to as the “Sustainability Commission” or “Commission”).

II. Purpose

The general purposes of the Commission shall be as follows:

- A. Advise the Board of Supervisors and staff on successful implementation of the Climate Action Plan, including suggestions on how that work can be performed more efficiently and effectively.
- B. Advise the Board of Supervisors on opportunities to realize equity and fairness across the diverse communities of Contra Costa County in sustainability programs that support the Climate Action Plan.
- C. Advise the Board of Supervisors and staff on how to better engage Contra Costa County residents and businesses on sustainability issues and implementation of the Climate Action Plan.

III. Membership

- A. Members. The Commission shall consist of members as approved by the Board of Supervisors. Members serve at the pleasure of the Board of Supervisors and may be removed during their terms of office by a majority vote of the Board at its pleasure.
- B. Status Changes. If a member’s work status or residence changes, the member must notify the Commission in writing, within thirty (30) days of the change in status. The Chair shall review the change of status and determine if the member is still eligible for membership. If the member is found to be ineligible, the Chair shall forward the appropriate information to the Board of Supervisors.
- C. Terms. Members shall serve a four-year term, after the initial terms approved by the Board of Supervisors expire. There will not be a term limit and members may serve more than one (1) term if reappointed. If upon expiration of a term, a seat has not been filled by the Board of Supervisors, the term of service shall extend 60 days or until an appointment is made to fill the vacant seat, whichever comes first.

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Adopted by Sustainability Commission August 28, 2017
Amended by Sustainability Commission August 26, 2019



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: Subdivision #SD16-9442, Lafayette Oaks, Grant Deed of Development Rights

RECOMMENDATION(S):

1. APPROVE and AUTHORIZE the Board Chair to execute the Grant Deed of Development Rights between the County and Matthew Lawrence Locati in his individual capacity and as trustee of The Matthew Lawrence Locati Revocable Trust, dated July 13, 1999, The Matthew Lawrence Locati Revocable Trust, the Matthew Lawrence Locati Revocable Living Trust, and the Matthew Lawrence Locati Revocable Living Trust, as Amended and Restated.

2. FIND that the approval of a Grant Deed of Development Rights, conveying to the County development rights on a portion of Subdivision #SD16-9442 in the Lafayette area, is categorically exempt from review under the California Environmental Quality Act (CEQA) under Section 15325, subdivision (a), of the CEQA Guidelines (transfers of ownership of interest in land to preserve existing natural conditions).

FISCAL IMPACT:

No impact to the General Fund. The applicant is responsible for payment of all costs associated with the processing of this application.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Gary Kupp, (925)
674-7799

cc:

BACKGROUND:

On May 7, 2018, the Zoning Administrator conditionally approved a Vesting Tentative Map to subdivide a 10.68-acre parcel into 10 single-family residential lots (County File #SD16-9442). The project site is located at 4 Diablo Vista Way in the unincorporated Lafayette area.

Condition of Approval #8 of SD16-9442 requires the applicant to relinquish development rights for a portion of the subdivision within a scenic easement area. The Grant Deed of Development Rights must be recorded prior to the filing of the final map.

CONSEQUENCE OF NEGATIVE ACTION:

The portion of the subdivision will not be restricted as required, condition of approval #8 of the subdivision permit will not be satisfied, and the subdivision Final Map could not be filed.

AGENDA ATTACHMENTS

Grant Deed of Development Rights

Exhibit A - Legal Descriptions

Exhibit B - Plat Map

Conditions of Approval

October 2017 Mitigation Monitoring Program

MINUTES ATTACHMENTS

Signed: Grand Deed of Development Rights

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

APN 169-150-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(Lafayette Oaks – Scenic Easement)**

This Grant Deed of Development Rights is made by and between the Grantor, MATTHEW LAWRENCE LOCATI in his individual capacity and as trustee of the Matthew Lawrence Locati Revocable Trust, dated July 13, 1999, The Matthew Lawrence Locati Revocable Trust, the Matthew Lawrence Locati Revocable Living Trust, and the Matthew Lawrence Locati Revocable Living Trust, as Amended and Restated, and his successors and assigns ("Grantor") and the Grantee, CONTRA COSTA COUNTY, a political subdivision of the State of California, and its successors and assigns ("County").

RECITALS

- A. On May 7, 2018, the Contra Costa County Zoning Administrator conditionally approved an application by Grantor to subdivide an approximately 10.68-acre site located at the southeast corner of the intersection of Pleasant Hill Road and Shulgin Road in an unincorporated area near Lafayette, in the County of Contra Costa, State of California, into ten single-family residential lots. The subdivision, County File SD16-9442, is commonly known as the Lafayette Oaks subdivision.
- B. Condition of Approval #8 of SD16-9442 requires the Grantor to relinquish development rights for a portion of the subdivision within a scenic easement area. The portion of SD16-9442 described in Exhibit A is the scenic easement area located in the subdivision, and is referred to herein as the Restricted Property.
- C. Grantor desires to evidence its intent, and to ensure that the obligations specified herein are covenants, conditions, and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Restricted Property.

- 1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
- 2. **Development Rights.** "Development Rights" are defined to mean and refer to the right to divide, develop, or install or construct improvements on, all or any portion of the Restricted Property.
- 3. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with the Restricted Property and shall bind the current Grantor and any future owners of all or any portion of the Restricted Property. This Grant Deed is an agreement in writing affecting the title or possession of the Restricted Property.

4. **Development Restrictions.** Except as provided herein, Grantor shall not divide, develop, or install or construct improvements on, all or any portion of the Restricted Property, and Grantor agrees that no building permits or other permits or entitlements shall be issued for such purposes. Grantor hereby waives and relinquishes any rights it might otherwise have to such permits or entitlements.

4.1 **Plans and Specifications; County Approval.** Any and all improvements on the Restricted Property will be performed as directed by County or its successor public agency. Grantor shall cause plans and specifications for improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to County for approval prior to commencement of any work, and shall pay any County improvement plan review and inspection fee. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval or, upon annexation of the Property to any city, in accordance with the applicable city standards. Grantor agrees to commence and complete the work within the time specified by the County.

4.2 **Development of Property.** Development of the Restricted Property may occur only in the following manner, subject to Grantor first obtaining all necessary permits and approvals from County:

4.2.1 Grading and related activity is permitted for access, to complete any slope stabilization or mitigations necessary to satisfy Mitigation Measures GEO-1 and GEO-2, to construct the necessary drainage devices for compliance with Division 914 of the County Ordinance Code and Section C.3 of the Municipal Regional Permit as shown on the approved vesting tentative map, and for necessary appurtenances such as retaining walls for future building, drainage, and slope stability purposes.

4.2.2 Grantor is responsible for maintenance of the Restricted Property.

4.2.3 Any tree removal within the Restricted Property shall be subject to review and approval by the County.

5. **Covenants Running With Land.** This Grant Deed shall be binding on the parties hereto and the provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding on the heirs, successors, and assigns of the Grantor and County and all other parties having acquired any right, title, or interest in any part of the Restricted Property.

6. **Remedies.** Should Grantor violate any of the provisions hereof, County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, County shall be entitled to an award of all expenses incurred by County in pursuing such violation(s), including costs, interest, attorney's fees, and other litigation expenses.

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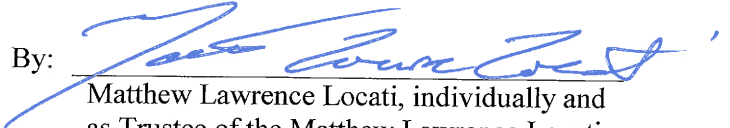
IN WITNESS THEREOF, this Grant Deed of Development Rights is signed and executed this 3rd day of October, 2019.

GRANTEE

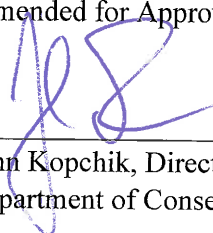
GRANTOR

CONTRA COSTA COUNTY

By: _____
Chair, Board of Supervisors

By: 
Matthew Lawrence Locati, individually and
as Trustee of the Matthew Lawrence Locati
Revocable Trust, dated July 13, 1999, The
Matthew Lawrence Locati Revocable Trust,
the Matthew Lawrence Locati Revocable
Living Trust, and the Matthew Lawrence
Locati Revocable Living Trust, as
Amended and Restated

Recommended for Approval:

By: 
John Kopchik, Director
Department of Conservation and Development

[Note: All signatures of Grantor must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairperson of the board, president, or any vice president; the second must be the secretary, assistant secretary, chief financial officer, or any assistant treasurer. (See Corp. Code, § 313.)]

Attest:

David J. Twa
Clerk of the Board and County Administrator

By: _____
Deputy

Approved as to Form:

Sharon L. Anderson
County Counsel

By: 
Deputy County Counsel

Attachments:

Exhibit A: Legal Description
Exhibit B: Plat to Accompany Legal Description

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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)

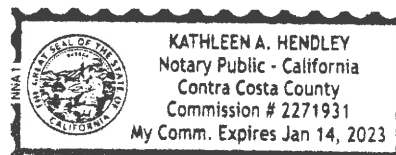
County of Contra Costa)

On 10-3-2019 before me, KATHLEEN A. HENDLEY, NOTARY PUBLIC,
(Here insert name and title of the officer)
personally appeared

Matthew Lawrence Locati

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.

Kathleen A. Hendley
Signature of Notary Public (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed of Development Rights
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/3/19

INSTRUCTIONS

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.) he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
- Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

EXHIBIT 'A'
SCENIC EASEMENTS
SUBDIVISION #9442

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

BEING A PORTION OF RESULTANT LOT 1 CONVEYED TO MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE TRUST, DATED JULY 13, 1999, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 17, 2015 AS DOCUMENT NO. 2015-0193180-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE EAST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 31°14'32" WEST, FOR A DISTANCE OF 150.60 FEET,
- 2) NORTH 25°43'22" EAST, FOR A DISTANCE OF 23.27 FEET,
- 3) NORTH 56°44'19" EAST, FOR A DISTANCE OF 159.52 FEET,
- 4) NORTH 38°14'01" WEST, FOR A DISTANCE OF 112.48 FEET TO THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID LINE AND ALONG THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) SOUTH 84°20'30" WEST, FOR A DISTANCE OF 68.55 FEET,
- 2) NORTH 77°39'42" WEST, FOR A DISTANCE OF 19.85 FEET,
- 3) NORTH 82°52'28" WEST, FOR A DISTANCE OF 29.31 FEET,
- 4) SOUTH 56°29'47" WEST, FOR A DISTANCE OF 51.60 FEET,
- 5) SOUTH 14°51'34" WEST, FOR A DISTANCE OF 30.72 FEET,
- 6) SOUTH 08°31'52" WEST, FOR A DISTANCE OF 12.26 FEET,
- 7) SOUTH 85°20'03" WEST, FOR A DISTANCE OF 28.42 FEET TO A POINT ON THE EAST LINE OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST, DATED NOVEMBER 3, 2000, RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY;

THENCE, ALONG LAST SAID EAST LINE OF PARCEL 1 NORTH 10°11'03" WEST, FOR A DISTANCE OF 130.20 FEET;

THENCE, LEAVING LAST SAID EAST LINE SOUTH 88°04'37" EAST, FOR A DISTANCE OF 181.00 FEET TO SAID EAST LINE OF SAID RESULTANT LOT 1;

THENCE, ALONG LAST SAID EAST LINE OF SAID RESULTANT LOT 1 SOUTH 38°14'01" EAST, FOR A DISTANCE OF 64.40 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE SOUTH LINE OF SAID RESULTANT LOT 1 NORTH 88°11'32" WEST, FOR A DISTANCE OF 146.06 FEET;

THENCE, LEAVING LAST SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 03°55'13" WEST, FOR A DISTANCE OF 49.14 FEET TO THE ARC OF A NON-TANGENT CURVE TO THE LEFT,

EXHIBIT 'A'
SCENIC EASEMENTS
SUBDIVISION #9442

- 2) THENCE, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY HAVING A RADIAL BEARING OF NORTH 54°16'28" WEST, THROUGH A CENTRAL ANGLE OF 06°47'43", HAVING A RADIUS OF 206.66 FEET AND AN ARC LENGTH OF 24.51 FEET,
- 3) SOUTH 88°11'33" EAST, FOR A DISTANCE OF 92.98 FEET TO THE EAST LINE OF SAID RESULTANT LOT 1;

THENCE, ALONG LAST SAID EAST LINE OF SAID RESULTANT LOT 1 SOUTH 31°14'32" EAST, FOR A DISTANCE OF 83.51 FEET TO THE **POINT OF BEGINNING**.

PARCEL 3:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1 AND THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD NORTH 02°18'21" EAST, FOR A DISTANCE OF 159.41 FEET;

THENCE, LEAVING LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 87°24'13" EAST, FOR A DISTANCE OF 121.83 FEET,
- 2) SOUTH 03°18'05" WEST, FOR A DISTANCE OF 168.47 FEET TO THE SOUTH LINE OF SAID RESULTANT LOT 1;

THENCE, ALONG LAST SAID SOUTH LINE OF RESULTANT LOT 1 NORTH 88°21'34" WEST, FOR A DISTANCE OF 118.47 FEET TO THE **POINT OF BEGINNING**.

PARCEL 4:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1 AND THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD NORTH 02°18'21" EAST, FOR A DISTANCE OF 159.41 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 02°18'21" EAST, FOR A DISTANCE OF 15.00 FEET,
- 2) NORTH 23°17'32" EAST, FOR A DISTANCE OF 47.93,
- 3) NORTH 01°36'57" EAST, FOR A DISTANCE OF 101.56 FEET;

THENCE, LEAVING LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 88°55'51" EAST, FOR A DISTANCE OF 82.40 FEET,
- 2) SOUTH 06°17'06" EAST, FOR A DISTANCE OF 154.40,
- 3) SOUTH 87°24'13" WEST, FOR A DISTANCE OF 121.83 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT 'A'
SCENIC EASEMENTS
SUBDIVISION #9442

PARCEL 5:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE (R/W) OF PLEASANT HILL ROAD THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 30°59'45" WEST, FOR A DISTANCE OF 81.92 FEET,
- 2) SOUTH 51°29'27" WEST, FOR A DISTANCE OF 167.26 FEET,
- 3) SOUTH 09°10'58" WEST, FOR A DISTANCE OF 87.13 FEET,
- 4) SOUTH 23°04'21" WEST, FOR A DISTANCE OF 119.62 FEET,
- 5) SOUTH 01°36'57" WEST, FOR A DISTANCE OF 65.57 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND EASTERLY SAID R/W LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 88°55'51" EAST, FOR A DISTANCE OF 108.56 FEET,
- 2) SOUTH 28°55'35" WEST, FOR A DISTANCE OF 87.13 FEET,
- 3) SOUTH 12°43'45" WEST, FOR A DISTANCE OF 64.29 FEET,
- 4) NORTH 88°55'51" WEST, FOR A DISTANCE OF 56.18 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1;

THENCE, ALONG LAST SAID WEST LINE AND ALONG SAID EASTERLY R/W LINE OF PLEASANT HILL ROAD NORTH 01°36'57" EAST, FOR A DISTANCE OF 140.01 FEET TO THE **POINT OF BEGINNING**.

PARCEL 6:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 30°59'45" WEST, FOR A DISTANCE OF 81.92 FEET,
- 2) SOUTH 51°29'27" WEST, FOR A DISTANCE OF 167.26 FEET,
- 3) SOUTH 09°10'58" WEST, FOR A DISTANCE OF 87.13 FEET,
- 4) SOUTH 23°04'21" WEST, FOR A DISTANCE OF 39.34 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) SOUTH 88°55'51" EAST, FOR A DISTANCE OF 59.57 FEET,
- 2) SOUTH 32°04'03" WEST, FOR A DISTANCE OF 47.65 FEET,
- 3) SOUTH 05°11'38" WEST, FOR A DISTANCE OF 66.93 FEET,
- 4) SOUTH 87°57'00" EAST, FOR A DISTANCE OF 225.87 FEET,
- 5) SOUTH 02°21'25" WEST, FOR A DISTANCE OF 28.54 FEET,
- 6) NORTH 88°55'51" WEST, FOR A DISTANCE OF 286.12 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1 AND EASTERLY R/W LINE OF SAID PLEASANT HILL ROAD;

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THENCE, ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 01°36'57" EAST, FOR A DISTANCE OF 65.57 FEET,
- 2) NORTH 23°04'21" EAST, FOR A DISTANCE OF 80.28 FEET TO THE **POINT OF BEGINNING**.

PARCEL 7:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD SOUTH 30°59'45" WEST, FOR A DISTANCE OF 81.92 FEET TO THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF PLEASANT HILL ROAD THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) SOUTH 50°15'05" EAST, FOR A DISTANCE OF 102.63 FEET,
- 2) SOUTH 24°52'01" EAST, FOR A DISTANCE OF 89.72 FEET,
- 3) SOUTH 60°34'06" WEST, FOR A DISTANCE OF 41.36 FEET,
- 4) NORTH 11°28'40" WEST, FOR A DISTANCE OF 70.49 FEET,
- 5) NORTH 63°49'26" WEST, FOR A DISTANCE OF 46.11 FEET,
- 6) SOUTH 44°25'36" WEST, FOR A DISTANCE OF 49.60 FEET,
- 7) SOUTH 86°20'52" WEST, FOR A DISTANCE OF 66.06 FEET,
- 8) SOUTH 48°24'39" WEST, FOR A DISTANCE OF 37.51 FEET,
- 9) SOUTH 05°25'29" WEST, FOR A DISTANCE OF 63.05 FEET,
- 10) SOUTH 87°55'54" EAST, FOR A DISTANCE OF 126.33 FEET,
- 11) SOUTH 59°58'53" EAST, FOR A DISTANCE OF 41.04 FEET,
- 12) NORTH 88°55'51" WEST, FOR A DISTANCE OF 212.56 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1 AND THE EASTERLY R/W LINE OF SAID PLEASANT HILL ROAD,

THENCE, ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 23°04'21" EAST, FOR A DISTANCE OF 39.34 FEET,
- 2) NORTH 09°10'58" EAST, FOR A DISTANCE OF 87.13 FEET,
- 3) NORTH 51°29'27" EAST, FOR A DISTANCE OF 167.26 FEET TO THE **POINT OF BEGINNING**.

PARCEL 8:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD

SOUTH 30°59'45" WEST, FOR A DISTANCE OF 20.24 FEET TO A POINT ON THE SOUTHERLY R/W LINE OF SHULGIN ROAD (A PRIVATE 40 FOOT WIDE ROAD), SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF PLEASANT HILL ROAD ALONG SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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- 1) SOUTH 67°52'32" EAST, FOR A DISTANCE OF 54.65 FEET,
- 2) SOUTH 41°28'32" EAST, FOR A DISTANCE OF 27.76 FEET;

THENCE, LEAVING LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 39°34'15" WEST, FOR A DISTANCE OF 73.27 FEET,
- 2) NORTH 50°15'05" WEST, FOR A DISTANCE OF 70.36 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF PEASANT HILL ROAD;

THENCE, ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE NORTH 30°59'45" EAST, FOR A DISTANCE OF 61.68 FEET TO **THE POINT OF BEGINNING**.

PARCEL 9:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE NORTH LINE OF SAID RESULTANT LOT 1, ALSO BEING THE CENTERLINE OF SHULGIN ROAD (A PRIVATE 40 FOOT WIDE ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 23°38'32" WEST, FOR A DISTANCE OF 17.06 FEET,
- 2) NORTH 44°03'32" WEST, FOR A DISTANCE OF 55.30 FEET,
- 3) NORTH 58°54'32" WEST, FOR A DISTANCE OF 85.84 FEET,

THENCE, LEAVING LAST SAID NORTH LINE OF RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD SOUTH 31°05'28" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF SAID SHULGIN ROAD, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 31°11'26" WEST, FOR A DISTANCE OF 20.02 FEET,
- 2) NORTH 65°18'17" WEST, FOR A DISTANCE OF 38.19 FEET,
- 3) NORTH 60°13'21" WEST, FOR A DISTANCE OF 26.96 FEET,
- 4) NORTH 29°54'32" EAST, FOR A DISTANCE OF 24.89 FEET TO A POINT ON SAID SOUTHERLY R/W LINE OF SHULGIN ROAD;

THENCE, ALONG LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD SOUTH 58°54'32" EAST, FOR A DISTANCE OF 65.46 FEET TO THE **POINT OF BEGINNING**.

PARCEL 10:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE NORTH LINE OF SAID RESULTANT LOT 1, ALSO BEING THE CENTERLINE OF SHULGIN ROAD (A PRIVATE 40 FOOT WIDE ROAD) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 23°38'32" WEST, FOR A DISTANCE OF 17.06 FEET,
- 2) NORTH 44°03'32" WEST, FOR A DISTANCE OF 29.45 FEET,

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THENCE, LEAVING LAST SAID NORTH LINE OF RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD SOUTH 45°56'28" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF SAID SHULGIN ROAD, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- 1) SOUTH 40°47'53" WEST, FOR A DISTANCE OF 48.66 FEET,
- 2) NORTH 66°33'12" WEST, FOR A DISTANCE OF 32.18 FEET,
- 3) SOUTH 33°37'29" WEST, FOR A DISTANCE OF 21.48 FEET,
- 4) NORTH 58°46'02" WEST, FOR A DISTANCE OF 26.77 FEET,
- 5) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°54'59", HAVING A RADIUS OF 25.50 FEET AND AN ARC LENGTH OF 40.02 FEET,
- 6) NORTH 73°03'51" EAST, FOR A DISTANCE OF 28.19 FEET,
- 7) NORTH 24°13'43" EAST, FOR A DISTANCE OF 12.82 FEET,
- 8) NORTH 58°11'58" WEST, FOR A DISTANCE OF 29.80 FEET,
- 9) NORTH 31°11'26" EAST, FOR A DISTANCE OF 20.02 FEET TO A POINT ON SAID SOUTHERLY R/W LINE OF SHULGIN ROAD;

THENCE, ALONG LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 58°54'32" EAST, FOR A DISTANCE OF 83.24 FEET,
- 2) SOUTH 44°03'32" EAST, FOR A DISTANCE OF 23.25 FEET TO THE **POINT OF BEGINNING**.

PARCEL 11:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE EAST LINE OF SAID RESULTANT LOT 1 SOUTH 43°48'28" WEST, FOR A DISTANCE OF 149.18 FEET TO THE **POINT OF BEGINNING**.

THENCE, CONTINUING ALONG LAST SAID EAST LINE SOUTH 22°08'16" EAST, FOR A DISTANCE OF 16.34 FEET;

THENCE, LEAVING LAST SAID EAST LINE OF RESULTANT LOT 1 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 75°51'05" WEST, FOR A DISTANCE OF 46.53 FEET,
- 2) SOUTH 89°22'36" WEST, FOR A DISTANCE OF 78.33 FEET,
- 3) NORTH 00°16'19" EAST, FOR A DISTANCE OF 83.47 FEET,
- 4) NORTH 80°10'36" EAST, FOR A DISTANCE OF 31.34 FEET,
- 5) SOUTH 65°39'56" EAST, FOR A DISTANCE OF 50.35 FEET,
- 6) SOUTH 53°41'13" EAST, FOR A DISTANCE OF 9.13 FEET,
- 7) SOUTH 35°53'33" WEST, FOR A DISTANCE OF 27.95 FEET,
- 8) SOUTH 54°14'12" EAST, FOR A DISTANCE OF 60.58 FEET TO THE **POINT OF BEGINNING**.

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PARCEL 12:

BEGINNING AT A POINT FROM WHICH THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1 BEARS SOUTH 88°53'29" EAST, FOR A DISTANCE OF 301.77 FEET;

THENCE, FROM SAID **POINT OF BEGINNING** THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) SOUTH 21°22'15" WEST, FOR A DISTANCE OF 27.62 FEET,
- 2) SOUTH 72°53'54" WEST, FOR A DISTANCE OF 22.89 FEET,
- 3) SOUTH 58°41'33" WEST, FOR A DISTANCE OF 33.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT,
- 4) THENCE, ALONG SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY HAVING A RADIAL BEARING OF SOUTH 39°09'19" WEST, THROUGH A CENTRAL ANGLE OF 02°55'03", HAVING A RADIUS OF 62.50 FEET AND AN ARC LENGTH OF 3.18 FEET,
- 5) THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 181°56'56", HAVING A RADIUS OF 37.50 FEET AND AN ARC LENGTH OF 119.09 FEET,
- 6) THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 10°57'15", HAVING A RADIUS OF 112.50 FEET AND AN ARC LENGTH OF 21.51 FEET TO THE **POINT OF BEGINNING**, FROM WHICH THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1 BEARS NORTH 28°36'14" WEST, FOR A DISTANCE OF 324.30 FEET.

PARCEL 13:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST, DATED NOVEMBER 3, 2000, RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, ALONG THE NORTH LINE OF SAID PARCEL 1 NORTH 89°04'35" WEST, FOR A DISTANCE OF 173.48 FEET;

THENCE, LEAVING LAST SAID NORTH LINE OF PARCEL 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 25°08'54" EAST, FOR A DISTANCE OF 72.20 FEET,
- 2) SOUTH 54°10'00" EAST, FOR A DISTANCE OF 32.79 FEET,
- 3) SOUTH 89°51'45" EAST, FOR A DISTANCE OF 120.29 FEET,
- 4) SOUTH 00°16'19" WEST, FOR A DISTANCE OF 48.74 FEET,
- 5) NORTH 89°03'22" WEST, FOR A DISTANCE OF 3.87 FEET TO THE **POINT OF BEGINNING**.

AFFECTING A PORTION OF ASSESSOR'S PARCEL NO.: 169-150-007.

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

END OF DESCRIPTION

PREPARED BY:



VINCENT J. D'ALO - LS 4210



OCTOBER 7, 2019

DATE

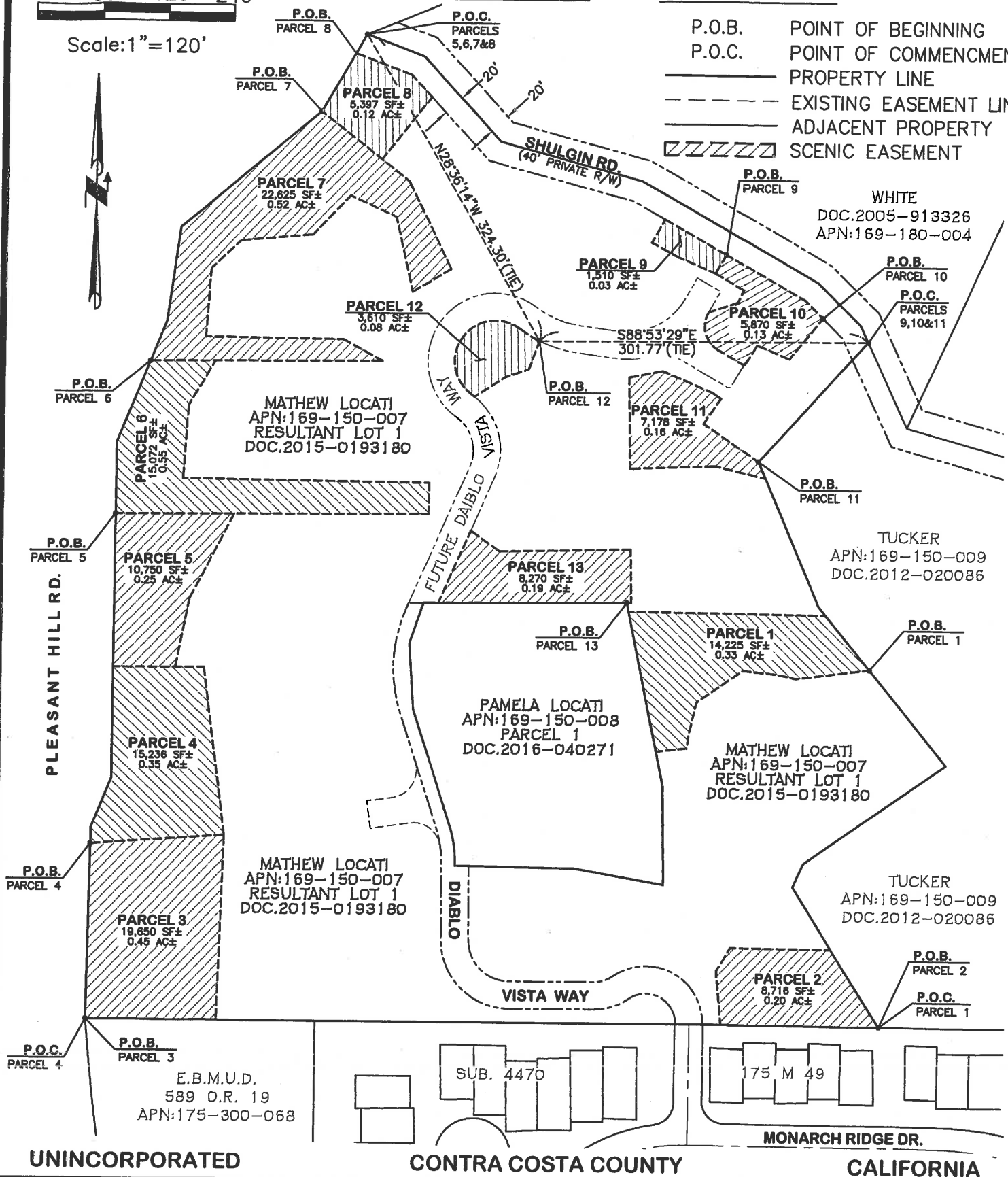
0' 60' 120' 240'

Scale: 1"=120'

EXHIBIT B

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PROPERTY LINE
- EXISTING EASEMENT LINE
- ADJACENT PROPERTY
- SCENIC EASEMENT



Planners
Civil Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject SCENIC EASEMENTS

Job No. 214039.00 Scale 1"=120'

By M.HILL Date 10/07/2019 Chkd. VJD

SHEET 1 OF 1



**CONTRA COSTA COUNTY
DEPARTMENT OF CONSERVATION AND DEVELOPMENT
COMMUNITY DEVELOPMENT DIVISION**

APPROVED PERMIT

APPLICANT:	Vince D'Alo 1390 S. Main Street, Suite 310 Walnut Creek, CA 94596	APPLICATION NO.:	SD16-9442
		ASSESSOR'S PARCEL NO.:	169-150-007
		PROJECT LOCATION:	4 Diablo Vista Way Lafayette, CA
OWNER:	Matt Locati 1043 Stuart Street, Ste. 220 Lafayette, CA 94549	ZONING DISTRICT:	R-20
		APPROVED DATE:	May 7, 2018
		EFFECTIVE DATE:	May 18, 2018

This matter having not been appealed within the period of time prescribed by law, a VESTING TENTATIVE MAP for a 10-lot major subdivision that proposes lot sizes ranging from 40,050 up to 57,235 square feet; a Tree Permit for removal of 15 code-protected trees, grading of 12,990 cubic yards of earth material and exceptions to the County Ordinance Code for road dimensions, utilities, and drainage improvements in the Lafayette area is hereby APPROVED, subject to the attached conditions of approval.

Aruna M. Bhat
County Zoning Administrator

By: R. Hernandez
Ruben L. Hernandez
Deputy Zoning Administrator

Unless otherwise provided, THIS PERMIT WILL EXPIRE THREE (3) YEARS from the effective date if the action allowed by this permit is not undertaken within that time.

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

GROWTH MANAGEMENT PERFORMANCE STANDARDS, FINDINGS, AND CONDITIONS OF APPROVAL FOR VESTING TENTATIVE MAP OF COUNTY FILE #SD16-9442 AS APPROVED BY THE COUNTY ZONING ADMINISTRATOR ON MAY 7, 2018.

A. Growth Management Performance Standards

1. **Traffic:** The project will generate up to an estimated 25 additional AM/PM peak hour trips. Therefore, the applicant is not required to prepare a traffic report pursuant to the growth management element of the general plan, as the threshold is 100 or more peak hour trips. Since the project only has the potential for a small localized population increase, traffic levels in the area will not be adversely affected.
2. **Water:** The project site is within the East Bay Municipal Utility District's (EBMUD) service area. EBMUD has indicated that capacity exists to support the development; however, the project proponent must comply with the regulations and requirements of EBMUD prior to construction permit approvals.
3. **Sanitary Sewer:** The project site is within the Central Contra Costa Sanitary District's service areas. The sanitary district indicated that capacity exists to support the development; however, the project proponent must comply with the regulations and requirements of the sanitary district prior to construction permit approvals.
4. **Fire Protection:** Prior to the approval of a final map, the applicant is required to demonstrate that all of the proposed development complies with the codes and regulations of the fire district, and obtain approval by the Contra Costa County Fire Protection District prior to the commencement of construction permits.
5. **Public Protection:** The Growth Management Element standard of the general plan is 155 square feet of Sheriff station area per 1,000 population in unincorporated areas. The small localized population increase associated with this project will not require increased police protection services.
6. **Parks and Recreation:** The proposed project will offset any potential park impacts from the project, since all new residences shall be subject to payment of park dedication and park impact fees prior to issuance of residential building permits.
7. **Flood Control and Drainage:** The Public Works Department has conditioned the project with drainage requirements for proper drainage for the subdivision. No portion of the site lies within an area that is subject to inundation by the 100-year flood as identified by FEMA, since the site is situated in an area of little or no flooding.

B. Findings Required For Approval Of The Tentative Map

1. **Required Finding:** *The advisory agency shall not approve a tentative map unless it shall find that the proposed subdivision, together with the provisions for its design and improvement, is consistent with the applicable general and specific plans required by law.*

Project Finding: The project is consistent with the various elements of the general plan. The subject parcel has a general plan designation of "Single Family Residential Low Density" or (SL). Single-family home development and the subdivision of land for residential use, as proposed, is consistent with this designation. The general plan density range for properties designated (SL) is 1.0 to 2.9 units per net acre. Density calculations for the 10.68-acre site allow a minimum of 8 housing units up to a maximum of 23 housing units. Although no new home construction is proposed at this time, the proposed 10-lot subdivision will ultimately accommodate 9 new future homes, as one already exists on the subject parcel. The proposed maximum potential for 9 additional future homes is appropriate for the site.

2. **Required Finding:** *The advisory agency shall not approve a tentative map unless it shall find that the proposed subdivision fulfills construction requirements.*

Project Finding: As required by the conditions of approval and the Mitigation Monitoring Reporting Program, the Vesting Tentative Map shall fulfill all applicable county imposed construction requirements. The applicant will be required to comply with all requirements for access and drainage improvements that have been provided by the Public Works Department as conditions of approval for the project. Additionally, the applicant will also need to comply with any construction/development requirements imposed by the Contra Costa County Fire Protection District, the Building Inspection Division and all applicable building codes, the Environmental Health Division, the East Bay Municipal Utility District, and the Central Contra Costa Sanitary District at the time of building permit issuance. These agencies were all solicited for their comments on the proposed subdivision and none has responded indicating an inability to serve and/or meet the demand. The county geologist determined that the site is feasible for construction from a geologic standpoint with the implementation of the geologic mitigation measures and conditions of approval required for the project.

C. Tree Permit Findings

Required Factors For Granting A Tree Permit: The County Zoning Administrator is satisfied that the following factors, as provided by County Ordinance Code Section 816-6.8010 for granting a tree permit, have been satisfied.

1. The June 29, 2016 arborist report prepared by Joseph McNeil, a Registered Consulting Arborist, indicates that the subject tree(s) is in poor health and cannot be saved.

2. Reasonable development of the property would require the alteration or removal of the tree and this development could not be reasonably accommodated on another area of the lot.

D. Findings For Public Works Department Exceptions

1. **Exception to allow a cul-de-sac that is approximately 1,225 feet in length, whereas County Code Section 92-4.018 requires that cul-de-sacs be no more than 700 feet in length.**

Required Findings:

- (1) ***That there are unusual circumstances or conditions affecting the property.***

Project Finding: There are unusual conditions related to terrain making it infeasible to connect the new private road all the way through to Shulgin Road on the north. The project is located directly atop a natural knoll in the terrain and consists of two existing lots. Two single-family dwellings (one on each of the existing lots) are currently under construction. The site is accessed from the south via Hercules Drive, an existing dead-end street off Monarch Ridge Drive. Shulgin Road (a private road) borders the project on the north, but the terrain is such that it is not possible to connect to it with vehicular access.

- (2) ***That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.***

Project Finding: The increased length of the cul-de-sac is necessary for feasible development of the site.

- (3) ***That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.***

Project Finding: Because of the provisions for emergency vehicular access, including two turnaround locations, there will not be any adverse material impacts, harm to public welfare or injury to other property as a result of the granting of this exception.

2. **Exception to allow for a 30-foot vertical road curve at the vehicle turnaround, whereas County Code Section 98-6.012 requires a minimum length of 50 feet for vertical curves.**

Required Findings:

- (1) ***That there are unusual circumstances or conditions affecting the property.***

Project Finding: There are unusual circumstances related to emergency vehicle access making it infeasible to have a full 50 feet of vertical curve at this location. One of the vertical curves is a transition from minus 6 percent slope to minus 20 percent slope (i.e. it is neither a sag nor crest curve). This curve is necessary to maintain the maximum 6 percent slope for an emergency vehicle turnaround. Because of this transition, a length of 30 feet for this vertical curve was the only feasible means of maintaining the emergency vehicle turnaround grades.

- (2) ***That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.***

Project Finding: The increased length of the vertical curve is necessary for feasible development of the site.

- (3) ***That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.***

Project Finding: The vertical curve in question has adequate sight distance pursuant to the Caltrans Highway Design Manual Chapter 200. It is neither a sag curve nor a crest curve. The private road will have a speed limit of 15 MPH. For all these reasons, the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

3. **Exception to allow a diversion of stormwater entering and/or originating on the subject property, whereas County Code Section 914-2.004 requires all storm water entering and/or originating on a property to be collected and conveyed without diversion.**

Required Findings:

- (1) ***That there are unusual circumstances or conditions affecting the property.***

Project Finding: Natural terrain and other restraints created unusual circumstances affecting the property, which required minor diversion of runoff across pre-project boundaries in order to treat runoff before it leaves the site. Since the project site is located atop a natural knoll, and given the grading already performed for the previously approved development of two existing homes, it was necessary to divert runoff from new impervious areas across pre-project drainage boundaries to C.3 facilities in order to provide treatment and flow control under Provision C.3 of the Municipal Regional Stormwater Permit (MRP). Because of the configurations of the site's watersheds, it was necessary to divert flows across pre-project drainage boundaries to treat all the runoff. The diversions are minor and adequate design engineering has been able to minimize them to the most practicable extent.

- (2) ***That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.***

Project Finding: The exception is necessary for the feasible development of this property. As discussed in (1) above, the minor diversions from pre-project drainage boundaries were necessary due to the terrain and the need to provide treatment and flow control under Provision C.3 of the MRP. Without diversions, development of the property would not be feasible.

- (3) ***That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.***

Project Finding: The subject diversions of flow will not be materially detrimental to the public welfare or injurious to other property in the area in which the subject property is situated. The downstream drainage systems were found to be adequate to convey the post-project runoff. The project stormwater control plan analyzed the downstream drainage systems, and it was determined that they are adequate to convey all project runoff.

4. Exception to allow above-ground power lines along the frontage of Pleasant Hill Road, whereas County Code Section 96-10.002 requires all electric utility distribution facilities be placed underground.

Required Findings:

- (1) ***That there are unusual circumstances or conditions affecting the property.***

Project Finding: The rugged terrain and a sheer cliff (up to 60 ft. high) that runs near vertically from the east edge of the pavement of Pleasant Hill Road to the PGE pole line on the subject property are create unusual conditions affecting the property. The steep terrain where the Pacific Gas & Electric power pole line traverses the property and the underlying rocky soils along that portion of the project site abutting Pleasant Hill Road make it extremely impracticable to place the existing power lines underground along this portion of Pleasant Hill Road.

- (2) ***That the exception is necessary for the preservation and enjoyment of a substantial property right of the applicant.***

Project Finding: Due to the nearly impossible construction feasibility of placing approximately 1000 feet of power lines underground on the subject property, along with the safety hazards that the steep, vertical terrain would present, the cost would be a prohibitive financial burden for a small, 10-lot subdivision, and it would render the project infeasible.

- (3) ***That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.***

Project Finding: Granting an exception would not be materially detrimental to the public welfare or injurious to other properties. The power line is up to 60 feet above, and 50 feet away from Pleasant Hill Rd. Due the location of the power poles on the steep terrain, leaving the power line in its current location is the best option for minimizing any harm and potential hazards to the public.

CONDITIONS OF APPROVAL FOR COUNTY FILE #SD16-9442

Entitlement Approvals

1. **Subdivision Map:** A Vesting Tentative Map for a 10-lot Subdivision is APPROVED based on the following documents, and is subject to the conditions of approval listed hereafter. The maximum number of lots approved for Subdivision #SD16-09442 is ten (10) lots.
 - Application and Materials submitted to the Contra Costa County Department of Conservation and Development, Community Development Division (CDD), on June 30, 2016.
 - Revised Vesting Tentative Map prepared by Aliquot Associates Inc., received October 11, 2017.
 - Stormwater Control Plan prepared by Aliquot Associates Inc., dated December 19, 2016.
 - CEQA Initial Study, Mitigated Negative Declaration, and Mitigation Monitoring Reporting Program prepared by the CDD, and posted by the Contra Costa County Clerk on November 7, 2017.
 - Geological and Geotechnical Investigation, Prepared by Stevens Ferrone & Bailey, dated June 26, 2014.
 - Supplemental Slope Stability Analyses and Geotechnical Recommendations, Prepared by Stevens Ferrone & Bailey, dated November 4, 2016.
 - Arborist report prepared by Joseph McNeil, a Registered Consulting Arborist, dated June 29, 2016.
2. **Tree Permit:** A Tree Permit for the removal of fifteen (15) code-protected trees and for earthwork and construction activities within the driplines of twenty-four (24)

other code-protected trees that are to be preserved is APPROVED based on the following documents.

- Application and Materials submitted to the Contra Costa County Department of Conservation and Development, Community Development Division (CDD), on June 30, 2016.
- Revised Vesting Tentative Map prepared by Aliquot Associates Inc., received October 11, 2017.
- Arborist report prepared by Joseph McNeil, a Registered Consulting Arborist, dated June 29, 2016.

Indemnification

3. Pursuant to Government Code Section 66474.9, the project proponent (including the subdivider or any agent thereof) shall defend, indemnify, and hold harmless the Contra Costa County Planning Agency and its agents, officers, and employers from any claim, action or proceeding against the Agency (the County) or its agents, officers, or employees to attack, set aside, void or annul, the Agency's approval concerning this subdivision map application, which action is brought within the time period provided for in Section 66499.37. The County will promptly notify the subdivider of any such claim, action, or proceeding and cooperate fully in the defense.

Application Costs

4. This application is subject to an initial application deposit of \$5,562, which was paid with the application submittal, plus time and materials 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 filing the Parcel Map, whichever occurs first. The applicant may obtain current costs by contacting the project planner.

Compliance Reviews

5. Prior to filing of the final subdivision map, submit a report on compliance with the conditions of approval with this permit for the review and approval of the CDD. The report shall list each condition followed by a description of what the applicant has provided as evidence of compliance with that condition. Unless otherwise indicated, the applicant will be required to demonstrate compliance with the conditions of this report prior to filing of the final map. The CDD may reject the report if it is not comprehensive with respect to applicable requirements. The permit compliance review is subject to staff time and material charges, with an initial deposit of \$1,000 which shall be paid at time of submittal of the compliance report. A check is payable to the County of Contra Costa.
6. Prior to submittal for building permits, if not included as part of the compliance review above in COA #5 for recordation of the final map, a separate compliance review is required to review any home construction proposed for the 9 undeveloped lots. The applicant shall provide scaled architectural drawings showing detailed floor plans, house sections, site plan,

and elevations for the review of the CDD. This compliance review will also include review of any tree permit conditions of approval. The compliance review is subject to staff time and material charges, with an initial deposit of \$500 (if lots are developed separately) or \$1,000 (if more than one lot is developed concurrently by a mutual owner/developer) which shall be paid at time of submittal of the compliance report. A check is payable to Contra Costa County.

Creation of Homeowners Association and CC&Rs

7. Prior to filing the final map, a homeowners association (HOA) shall be created and the Covenants, Conditions and Restrictions (CC&R) shall be recorded concurrently with the final map. The CC&Rs shall be submitted for review and approval of the CDD. This document shall provide for the creation of a homeowners association that is responsible for maintenance of the private streets, scenic development areas with required stormwater control measures, special road paving, drainage, and retaining walls, landscaping/common areas. During long-term operation of the storm drain system, the HOA shall be responsible for hiring a contractor to complete regular maintenance activities, such as de-silting culverts and removing vegetation and debris from storm drain inlets, to assure that facilities are operating at their design capacities and to prevent on-site and downstream drainage/flooding problems. The HOA shall be responsible for maintenance of all common subdivision drainage devices and all stormwater treatment facilities required for compliance with Provision C.3 of the county's Municipal Regional Permit that regulates stormwater discharge.

Deed Disclosures

8. **(Mitigation LAND-1).** Prior to filing of the final map, the developer shall record a restrictive development/scenic easement for the subdivision; prior to recordation of the easement, a draft of the deed language shall be submitted for the review and approval of the Community Development Division (CDD). The scenic easement shall be recorded concurrently with the final map. The deed disclosure for the restricted development/scenic easement over the proposed subdivision shall include the following:
 - A surveyed map by a qualified professional that delineates the restricted development/scenic easement.
 - A detailed legal description of the restricted development/scenic easement.
 - Language clearly indicating that no development activity may occur within the easement area, though grading and related activity is permitted for access, and to complete any slope stabilization or mitigations necessary to satisfy Mitigation Measures GEO-1 and GEO-2; and to construct the necessary drainage devices for compliance with Division 914 of the Ordinance Code and Section C.3 of the Municipal Regional Permit; and necessary appurtenances, such as retaining walls for future building, drainage, and slope stability purposes; and that the property owner is

responsible for the maintenance of the easement area; and any tree removal shall be subject to the review and approval of the CDD.

9. Prior to filing of the final map, the applicant shall provide a deed disclosure for review and approval of the CDD that describes and details the Covenants, Conditions, and Restrictions (CC&R's) for establishment for the Homeowners Association and responsibilities, including private road maintenance and restoration.

Subdivision of Individual Lots Prohibited

10. No further subdivision or "splitting" of individual lots shall be allowed in order to maintain consistency with general plan policies discouraging development on slopes greater than 26% [see Staff Report Section V.1.(2)].

Maximum Building Heights

11. In order to ensure proper hillside development of the lots, the following building/height limitations shall apply to all new residences within this subdivision:
 - A maximum building height of 28-feet.
 - Crawlspace/understory area shall not exceed 6-feet at any point.

Construction and Development Requirements

Nesting Survey (raptors)

12. **(Mitigation BIO-1).** A nesting survey should be conducted 30 days prior to commencing with tree removal or construction/grading activities, if this work will commence between February 1st and August 31st, in order to avoid impacts to nesting raptors. The results of the surveys shall be reviewed by the CDD prior to tree removal or construction/grading activities. The raptor nesting surveys should include examination of all trees within 300 feet of the entire project site, not just trees slated for removal. If nesting raptors are identified during the surveys, the dripline of the nest tree must be fenced with orange construction fencing (provided the tree is on the project site), and a 300-foot radius around the nest tree must be staked with bright orange lath or other suitable staking. If the tree is adjacent to the project site, then the buffer should be demarcated per above where the buffer occurs on the project site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. If this occurs, the raptor biologist may prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. No construction or earth-moving activity should occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (i.e. left the nest) and have attained sufficient flight skills to avoid project construction zones. This typically occurs by August 1st. This date may be earlier than August 1st, or later, and would have to be determined by a qualified raptor biologist.

Nesting Survey (perching birds)

13. **(Mitigation BIO-2).** A nesting survey should be conducted 15 days prior to commencing tree removal or construction/grading activities, if this work will occur between February 1 and August 31. The results of the surveys shall be reviewed by the CDD prior to tree removal or construction/grading activities. If nesting passerine birds are identified nesting on or near the project site, a 75-foot radius around the nest must be demarcated with construction fencing. If an active nest is found offsite, the portion of the buffer that is onsite must be staked. The size of the buffer may be altered if a qualified ornithologist conducts behavioral observations and determines the birds are well acclimated to disturbance or are otherwise geographically shielded from disturbance. If this occurs, the ornithologist may prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting birds. No construction or earth-moving activity should occur within the staked buffer until it is determined by a qualified ornithologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones. Typically, most birds in the region of the project site are expected to complete nesting by August 1st. However, in the region many species can complete nesting by mid-June to mid-July. Regardless, nesting buffers should be maintained until August 1st unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If buffers are removed prior to August 1st, the qualified biologist conducting the nesting surveys should prepare a report that provides details about the nesting outcome and the removal of buffers. This report should be submitted to the County's Department of Conservation and Development prior to the time that buffers are removed if the date is before August 1st.

Geology and Soils

14. **(Mitigation GEO-1).** Prior to recordation of the final map, An updated geotechnical report will be submitted to confirm that the factors of safety for engineered slopes will comply with the standards established for the project. The report must provide updated recommendations for site grading, drainage, and foundation design based on the approved project. It should also address the following:
- The recommendations should include addressing special foundation conditions (i.e. differential fill thickness, cut/fill transition pad, etc.).
 - There is an unknown, but potentially significant, risk that soils on the site are corrosive.
 - Geotechnical review of retention basins. Seven (7) relatively small water quality/bio-retention basins are currently indicated in the project. The project geotechnical reports do not currently evaluate the basins. The primary concerns with bio-retention structures are (i) providing suitable support for foundations, curbs and other improvements constructed near the bio-retention facilities, and (ii) potential for subsurface water from the bio-retention areas to migrate (and possibly build up) beneath pavements and the proposed building. Specific criteria and standards for the siting and design of such facilities should be provided prior to issuance of construction

permits, including the effect of infiltration on stability of the adjacent bank of the drainage ditch, and potential for uncontrolled overflow if the spillway of the basin is obstructed (e.g. by woody vegetation, litter, soil).

- The slope stability analysis should be repeated for any areas of the site where the project design has been modified from conditions evaluated in the Supplemental Slope Stability Report, dated November 4, 2016.
- Provide further details on the recommended plan review prior to issuance of construction permits as well as details on the monitoring to be performed during clearing, site grading, of installation of drainage facilities and foundation construction. It should also explain the role of the project engineering geologist during construction (e.g. inspection and mapping of all cut slopes and cut pads).
- The required geotechnical update report and all grading and drainage plans are subject to review and approval of the Community Development Division and the County Peer Review Geologist at a review cost of \$750. The documents submitted shall be prepared by appropriately licensed professionals.

15. **(Mitigation GEO-2).** All of the following mitigation measures are required to reduce the impacts of potential geotechnical slope stability hazards to less than significant levels:

- Prior to issuance of construction permits the project proponent shall provide evidence of plan review and approval by the project geotechnical engineer. The recommendations for site grading contained in the approved grading plans shall be followed during construction unless modifications are specifically approved in writing by the Building Inspection Division of the Department of Conservation and Development.
- The applicant shall provide prior notice acceptable to the geotechnical engineer so that he can be onsite to observe and approve all keyway excavations, removal of weak surficial deposits down to stable bedrock or in-place material, and installation of all subdrains, including their connections. All fill slope construction shall be observed and tested by the project geotechnical engineer, and the density test results and reports submitted to the County to be kept on file. Cut slopes and keyways shall be observed and mapped by the project engineering geologist who will provide recommendations for modifications based on actual geologic conditions encountered during grading. Approval from the Building Division shall be obtained prior to any modification.
- Prior to requesting a final building inspection, the project proponent shall submit a letter-report from the geotechnical engineer to the Building Inspection Division, Grading Section documenting the observation and testing services performed during final grading, foundation work, and lot drainage. The report of the geotechnical engineer shall also provide a professional opinion on the consistence of the as-graded/as-built project with recommendations in the approved geotechnical report.

16. **(Mitigation GEO-3).** Prior to requesting residential building permits, a report from a corrosion engineer or equally qualified technical professional shall be provided to the Department of Conservation and Development. Testing shall be performed after rough grading and shall test pad soils.

Construction Period Requirements

All construction activity shall comply with the following restrictions, which shall be cited on the construction drawings.

17. **(Mitigation NOISE-1).** Construction activities are limited to the hours of 7:30 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on weekends and the calendar dates that the following State and Federal holidays are observed:

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)

18. **Mitigation (NOISE-2).** Transport of heavy equipment and trucks is limited to weekdays between the hours of 9:00 A.M. and 4:00 P.M., and is prohibited on weekends and the State and Federal holidays identified in NOISE-1.
19. **Mitigation (NOISE-3).** Contractors and subcontractors shall fit all internal combustion engines on construction equipment with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors and generators as far away from existing residences as possible.
20. The project proponents shall make a good faith effort to minimize project-related disruptions to adjacent properties, and to uses on the site. This shall be communicated to all project-related contractors.
21. The site shall be maintained in an orderly fashion. Following the cessation of construction activity, all construction debris shall be removed from the site.

22. The project proponents shall make a good-faith effort to avoid interference with existing neighborhood traffic flows.
23. Prior to construction or grading activities on any lots, a detailed traffic-control plan, including proposed haul routes, proposed traffic-control measures, and proposed staging areas, shall be submitted for the review and approval of the CDD. If the CDD determines it necessary, the traffic-control plan may be forwarded to the Public Works Department to be reviewed for adequacy at the expense of the project proponents and/or property owners, should the Public Works Department require a fee for its review time.

Tree Protection and Preservation

Replacement Requirements for Trees Being Removed

24. Approved tree removal shall be according to the trees listed in the arborists report prepared by Joseph McNeil, dated June 29, 2016. The following measures are intended to provide restitution for the removal of fifteen (15) code-protected trees:

- A. Tree Planting and Irrigation Plan: The applicant shall submit a tree planting and irrigation plan prepared by a licensed arborist or landscape architect for the review and approval of the Department of Conservation and Development, Community Development Division (CDD). The plan shall comply with the state's Model Water Efficient Landscape Ordinance or the county's Water Efficient Landscape Ordinance, if the county's ordinance has been adopted, and verification of such shall accompany the plan. The plan shall also include an estimate prepared by a licensed landscape architect, arborist, or landscape contractor for the materials and labor costs to complete the improvements (accounting for supply, delivery, suitable soil preparation, installation of trees and irrigation).

If all of the approved tree removal is to be conducted at one time, the plan shall provide for the planting of twenty-one (21) trees, minimum 15 gallons in size. If lot development occurs on an individual basis over time, the property owners of individual lots will comply with these tree permit requirements (including security bonding below in Sections B through E) for the removal of only those trees listed in the June 29, 2016 arborist report for their respective lots. The calculation of the number of replacement trees will then be based on the diameters listed in the June 29, 2016 arborist report, subject to review and approval of the CDD.

- B. Security Bonding to Assure Tree Replacement: The applicant shall submit a security that is acceptable to the CDD. The security shall be provided to ensure that the approved planting and irrigation plan is implemented. The security shall be the amount of the approved cost estimate described in Section A. above, plus a 20% inflation surcharge.
- C. Initial Deposit for Processing of Security: The county ordinance requires that the applicant pay fees to cover all staff time and material costs for processing the required security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$100.00.

- D. Duration of Security: When the replacement trees and irrigation have been installed, the applicant shall submit a letter to the CDD, composed by a licensed landscape architect, landscape contractor, or arborist, verifying that the installation has been done in accordance with the approved planting and irrigation plan. The CDD will retain the security for a minimum of 12 months up to 24 months beyond the date of receipt of this letter. As a prerequisite of releasing the bond (or portions thereof as lot development proceeds) between 12 and 24 months, following completion of the installation, the applicant shall arrange for the consulting arborist to inspect the replacement trees and to prepare a report on the trees' health. The report shall be submitted for the review of the CDD and shall include any additional measures necessary for preserving the health of the trees. These measures shall be implemented by the applicant.
- E. Any replacement tree that dies within the first year of being planted shall be replaced by another tree of the same species and size. If the CDD determines that the applicant has not been diligent in ensuring the replacement trees' health, then all or part of the security may be used by the County to ensure that the approved restitution plan is successfully implemented.

Security Bonding for Trees Intended for Preservation

- 25. Approved construction impacts to any trees not approved for removal shall be according to the trees listed in the arborists report prepared by Joseph McNeil, dated June 29, 2016. Pursuant to the requirements of Section 816-6.1204 of the Tree Protection and Preservation Ordinance, to address the possibility that construction activity damages trees that are to be preserved, the applicant shall provide the county with a security to allow for replacement of trees that are significantly damaged or destroyed by construction activity. The applicant shall provide a security that is acceptable to the Department of Conservation and Development, Community Development Division (CDD).

- A. Amount of Security: The security shall be an amount sufficient to cover:
 - i. Preparation of a tree planting and irrigation plan by a licensed landscape architect, arborist, or landscape contractor. The plan shall comply with the State's Model Water Efficient Landscape Ordinance or the county's Water Efficient Landscape Ordinance, if the county's ordinance has been adopted, and verification of such shall accompany the plan. If applicable, the plan shall be implemented prior to final building inspection.

If all proposed work within the driplines is to be conducted at one time, the estimated cost to prepare the plan shall provide for the planting of forty-five (45) trees, minimum 15 gallons in size, or an equivalent planting contribution as determined appropriate by the CDD. If lot development occurs on an individual basis over time, the property owners of individual lots will comply with these tree permit requirements (including Sections A.ii, A.iii, B, and C below) for impacts to those trees to be preserved listed in the June 29, 2016 arborist report for their respective lots. The calculation of the number of replacement trees will then be based on the

diameters listed in the June 29, 2016 arborist report, subject to review and approval of the CDD.

- ii. The estimated materials and labor costs to complete the improvements shown on the approved planting and irrigation plan (accounting for supply, delivery, and installation of trees and irrigation).
 - iii. An additional 20% above the costs described in Sections A.i and A.ii above to account for inflation potential.
- B. Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs for processing the required security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$100.
- C. Duration of Security: After the final building inspection has been completed, the applicant shall submit a letter to the CDD, composed by a consulting arborist, describing any construction impacts to trees intended for preservation. The security shall be retained by the County for a minimum of 12 months up to 24 months beyond the date of receipt of this letter. As a prerequisite of releasing the bond between 12 and 24 months, the applicant shall arrange for the consulting arborist to inspect the trees and to prepare a report on the trees' health. The report shall be submitted to the CDD for review, and it shall include any additional measures necessary for preserving the health of the trees. These measures shall be implemented by the applicant. In the event that the CDD determines that trees intended for preservation have been damaged by development activity, and that the applicant has not been diligent in providing reasonable restitution of the damaged trees, then the CDD may require that all or part of the security be used to provide for mitigation of the trees damaged, including replacement of any trees that have died.

Tree Planting for Visual Screening

26. In order to provide visual screening for lots 2-6, prior to the issuance of a building permit for residences on lots 2-6, the applicant shall do as follows:
- a) **Minimum 30 days prior to submittal for building permits for lots 2-6:**
The applicant shall submit a tree planting and irrigation plan prepared by a licensed arborist or landscape architect for the review and approval of the Department of Conservation and Development, Community Development Division (CDD). The plan shall provide for the planting of a minimum of **four (4) 24-inch box trees** of a native, drought-tolerant species. The plan shall comply with the State's Model Water Efficient Landscape Ordinance or the County's Water Efficient Landscape Ordinance, if the County's ordinance has been adopted, and verification of such shall accompany the plan. The plan shall also include an estimate prepared by a licensed landscape architect, arborist, or landscape

contractor for the materials and labor costs to complete the improvements (accounting for supply, delivery, and installation of trees and irrigation).

- b) Required security to Assure Completion of Plan Improvements: A security shall be provided to ensure that the approved planting and irrigation plan is implemented. **Minimum 30 days prior to submittal for building permits for each lot,** the applicant shall submit a security that is acceptable to the CDD. The security shall be the amount of the approved cost estimate described in Section 3.A above, *plus* a 20% inflation surcharge.
- c) Initial Deposit for Processing of Security: The County ordinance requires that the applicant pay fees to cover all staff time and material costs for processing the required security. At the time of submittal of the security, the applicant shall pay an initial deposit of \$100.00.
- d) Duration of Security: **Prior to the final inspection for each of the residences,** the applicant shall submit a letter to CDD, composed by a licensed landscape architect, landscape contractor, or arborist, verifying that the installation has been done in accordance with the approved planting and irrigation plan. The CDD will retain the security for a minimum of 12 months up to 24 months beyond the date of receipt of this letter.

As a prerequisite of releasing the bond between 12 and 24 months, following completion of the installation, the applicant shall arrange for the consulting arborist to inspect the replacement trees and to prepare a report on the trees' health. The report shall be submitted for the review of the CDD and shall include any additional measures necessary for preserving the health of the trees. These measures shall be implemented by the applicant.

Any replacement tree that dies within the first year of being planted shall be replaced by another tree of the same species and size. If the CDD determines that the applicant has not been diligent in ensuring the replacement trees' health, then all or part of the security may be used by the County to ensure that the approved restitution plan is successfully implemented.

Compliance with Arborist Recommendations

- 27. The applicant shall implement all measures recommended by the consulting arborist.

Arborist Expenses

28. The applicant shall be responsible for all arborist expenses related to the work authorized by this permit.

New Tree Permit

29. No grading, compaction, stockpiling, trenching, paving, or change in ground elevation shall be permitted within the drip line of any tree intended for preservation unless such activities are indicated on the June 29, 2016 arborist report and have been approved by the CDD under this permit. Any tree alteration, removal, or encroachment within a dripline not identified with this permit may require submittal of another Tree Permit application for review and consideration by the CDD.

Construction Restrictions Relating to Trees

30. No parking or storage of vehicles, equipment, machinery, or construction materials and no dumping of paints, oils, contaminated water, or any chemicals shall be permitted within the drip line of any tree to be preserved.

EBMUD Water Conservation Requirements

31. The project sponsor will comply with Assembly Bill 325, "Model Water Efficient Landscape Ordinance" (Division 2, Title 23, California Code of Regulations, Chapter 2.7, Sections 490 through 495).

Discovery of Human Remains or Archeological Materials

32. If deposits of prehistoric or historical archaeological materials are encountered during project construction activities, all work within 50 feet of the discovery shall be redirected and a qualified archaeologist shall be contracted to evaluate the discoveries and make recommendations regarding their potential significance and extent throughout the site. If such deposits cannot be avoided, they shall be evaluated for their California and National Register eligibility. If the deposits are not eligible, additional mitigation is not necessary. If the deposits are eligible, they shall be avoided or adverse project effects shall be mitigated. Upon completion of the archaeologist's evaluation, a report shall be prepared documenting the methods and results of the research, and recommendations for additional mitigation. The report should be submitted to the Department of Conservation and Development, Community Development Division (CDD).
33. If paleontological resources are encountered during subsurface construction activities, all work within 50 feet of the discovery shall be redirected until a qualified archaeologist/paleontologist can evaluate the finds and make recommendations. If the paleontological resources are found to be significant, they shall be avoided by project construction activities and recovered by a qualified paleontologist. Upon completion of the recovery, a paleontological assessment shall be conducted by a qualified paleontologist to determine if further monitoring for paleontological resources is required. The assessment

shall include: 1) the results of any geotechnical investigation prepared for the project site; 2) specific details of the construction plans for the project site; 3) background research; and 4) limited subsurface investigation within the project site.

34. If human remains are encountered at any point during project construction, work shall halt and the Contra Costa County Coroner shall be notified immediately. In addition, qualified archaeological professional shall be contacted to examine the situation. If human remains are of Native American origin, the Coroner shall notify the Native American Heritage Commission within 24 hours of this identification. Pursuant to Public Resources Code Section 5097.98, the Native American Heritage Commission shall identify a Native American Most Likely Descendent to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods.

Fire Protection District

35. All proposed homes shall be protected with an approved automatic fire sprinkler system complying with the 2013, or current edition, of NFPA 13D or Section R313.3 of the 2013 California Residential Code, or current applicable fire codes.

Police Service District (Election for Establishment of a Police Services District to Augment Police Services)

36. The owner of the property shall participate in the provision of funding to maintain and augment police services by voting to approve a special tax for the 10 residential parcels created by this subdivision approval. The tax shall be per parcel annual amount (with appropriate future CPI adjustment) then established at the time of voting by the Board of Supervisors. The election to provide for the tax shall be completed prior to filing the Final Map. The property owner shall be responsible for paying the cost of holding the election, payable at the time the election is requested by the owner. Allow a minimum of three to four months for processing.

Inclusionary Housing Ordinance

37. Prior to the recordation of the final map, the applicant must comply with the Inclusionary Housing Ordinance. Pursuant to Section 822-4.402 of the County Ordinance Code, a residential development of 10 for-sale units shall require at least fifteen percent of the for-sale units to be developed and sold as inclusionary units. The applicant is required to construct 1.5 units of inclusionary housing for the project. As an alternative to the requirement to construct inclusionary housing, the applicant has proposed the payment of an in-lieu fee. This alternative for the Department of Conservation and Development (DCD) to collect an in-lieu fee, as established in DCD's fee schedule, has been accepted and the applicant shall pay to the County the full amount of the Inclusionary Housing Ordinance in-lieu fee of \$38,749. This in-lieu fee is non-refundable.

38. Should the applicant choose not to satisfy the Inclusionary Housing Ordinance via the full payment of the in-lieu fee prior to the recordation of the final map, the applicant shall comply with the County Ordinance Code Chapter 822-4 and construct the required number of inclusionary units on-site, off-site, or a combination of both on-site and off-site. Any fraction of an inclusionary unit shall be subject to the payment of the in-lieu fee as established in DCD's fee schedule at the time.

Debris Recovery Program

39. At least 15 days prior to the issuance of a grading permit or building permit the developer shall demonstrate compliance with the debris recovery program, which requires at least 65 percent of the jobsite debris generated by construction projects to be recycled or otherwise diverted from landfill disposal.

Final Landscape Plans

40. Prior to recording of the final map, a Final Landscape Plan for the landscaping of common areas of the subdivision shall be submitted for the review and approval of the Department of Conservation and Development, Community Development Division (CDD). The plan shall be prepared by a licensed landscape architect, and must comply with the state's Model Water Efficient Landscape Ordinance, or the county's Water Efficient Landscape Ordinance if the county's ordinance has been adopted.
41. Prior to issuance of grading permits or building permits for residential development of each lot, whichever occurs first, a Final Landscape Plan that has been prepared by a licensed landscape architect shall be submitted for the review and approval of the CDD. The plan must comply with the state's Model Water Efficient Landscape Ordinance, or the county's Water Efficient Landscape Ordinance if the county's ordinance has been adopted, and shall be installed prior to occupancy of the building permit for that lot.

Child Care Fees

42. Prior to issuance of building permits, the developer shall pay a fee of \$400.00 per lot/unit toward childcare facility needs in the area as established by the Board of Supervisors.

Park Dedication and Impact Fees

43. Prior to issuance of building permits for individual lots, the developer shall pay the current park dedication and park impact fees for each lot.

Construction Noticing

44. At least one week prior to commencement of grading, the applicant shall post at the site and mail to the owners of property within 300 feet of the exterior boundary of the project site, notice that construction work will commence. The notice shall include a list of contact

persons with name, title, phone number and area of responsibility. The person responsible for maintaining the list shall also be included. The list shall be kept current at all times and shall consist of persons with authority to indicate and implement corrective action in their area of responsibility. The names of individuals responsible for noise and litter control, tree protection, construction traffic and vehicles and the 24-hour emergency number shall be expressly identified on the notice. A copy of the notice shall be concurrently transmitted to the CDD. The notice shall be accompanied by a list of names and addresses of the property owners noticed, and a map identifying the area noticed.

Dust & Litter Control

45. A dust and litter control program shall be submitted for review and approval of the CDD. Any violations of the approved program or applicable ordinances, the developer shall not be allowed to continue until an appropriate construction bond has been posted.

PUBLIC WORKS DEPARTMENT CONDITIONS OF APPROVAL FOR SUBDIVISION SD16-9442

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these conditions of approval. Conditions of approval are based on the vesting tentative map submitted to Department of Conservation and Development, Community Development Division on October 11, 2017.

THE APPLICANT SHALL COMPLY WITH THE FOLLOWING PUBLIC WORKS DEPARTMENT CONDITIONS OF APPROVAL PRIOR TO FILING OF THE FINAL MAP.

General Requirements

46. In accordance with Section 92-2.006 of the Ordinance Code, this subdivision shall conform to all applicable provisions of the Subdivision Ordinance (Title 9). Any exceptions therefrom must be specifically listed in this conditional approval statement. The drainage, road and utility improvements outlined below shall require the review and approval of the Public Works Department and are based on the Vesting Tentative Map received by the Department of Conservation and Development, Community Development Division on October 11, 2017.
47. Applicant shall submit improvement plans prepared by a registered civil engineer to Public Works Department and pay appropriate fees in accordance with the County Ordinance and these conditions of approval. The below conditions of approval are subject to the review and approval of Public Works Department.

Access to Adjoining Property

Proof of Access

48. Applicant shall furnish proof to Public Works Department of the acquisition of all necessary rights of way, rights of entry, permits and/or easements for the construction of off-site, temporary or permanent, public and private road and drainage improvements.
49. Applicant shall furnish proof to Public Works Department that legal access to the property is available from "Diablo Vista Way".

Relinquishment of Abutter's Right of Access

50. Applicant shall relinquish Abutter's Rights of Access along the entire frontage of Pleasant Hill Road except for the existing access easement intersection with Shulgin Road.

Encroachment Permit

51. Applicant shall obtain an encroachment permit from the Application and Permit Center, if necessary, for construction of improvements within the right of way of Pleasant Hill Road.
52. Applicant shall obtain an encroachment permit from the City of Walnut Creek for construction within Monarch Ridge Drive, "Diablo Vista Way" or other portions of City right of way.

Private Roads

53. Applicant shall construct a (paved) turnaround at the end of the proposed private road. A temporary turnaround will be required at the terminus of the internal subdivision street at the Phase 1 limit.
54. Applicant shall construct an on-site and off-site roadway system from the existing terminus of "Diablo Vista Way" (Hercules Drive) to current County private road standards with a minimum traveled width of 20 feet, within a 25-foot access easement. This shall apply to all roadways that serve more than one Lot (e.g. the common road serving Lots 1 and 2). Additional pavement width may be necessary to adequately conform to the existing curbs and pavement at Hercules Drive.
55. Any proposed roadway over 15.9% in grade shall be surfaced with grooved concrete or open-graded asphalt.
56. Applicant shall construct the on-site roadways and the internal road network (serving the residential development) to current County private road standards, subject to the review of the Fire District. Although the proposed on-site roadways are to remain private, the pavement structural section shall conform to County public road standards.

Exceptions:

- a. (§92-4.018 Cul-de-sac, maximum length) to allow a cul-de-sac of approximately 1,225 feet in length.
- b. (§98-6.012 Minimum length of vertical curve) to allow for a 30-foot vertical curve at the vehicle turnaround.

Street Lights

57. Applicant shall annex to the Community Facilities District (CFD) 2010-1 formed for Countywide Street Light Financing. Annexation into a street light service area does not include the transfer of ownership and maintenance of street lighting on private roads.

Pedestrian Facilities

58. Applicant shall design all public and private pedestrian facilities in accordance with Title 24 (Handicap Access) and the Americans with Disabilities Act. This shall include all sidewalks, paths, driveway depressions, and curb ramps.

Parking

59. Parking shall be prohibited on one side of on-site roadways where the curb-to-curb width is less than 36 feet and on both sides of on-site roadways where the curb-to-curb width is less than 28 feet. "No Parking" signs shall be installed along these portions of the roads subject to the review and approval of Public Works Department.

Utilities/Undergrounding

60. Applicant shall underground all new utility distribution facilities and existing utility distribution facilities along public street frontages, including those along the frontage of Pleasant Hill Road. The developer shall provide joint trench composite plans for the underground electrical, gas, telephone, cable television and communication conduits and cables including the size, location and details of all trenches, locations of building utility service stubs and meters and placements or arrangements of junction structures as a part of the Improvement Plan submittals for the project. The composite drawings and/or utility improvement plans shall be signed by a licensed civil engineer.

Exception:

The word "excluding" shall be substituted for "including" in the first sentence in the above condition of approval (i.e. excluding those along the frontage of Pleasant Hill Road.

Maintenance of Facilities

61. The maintenance obligation of all common and open space areas, private roadways, any private street lights, public and private landscaped areas, perimeter walls/fences, and on-site drainage facilities shall be included in the covenants, conditions, and restrictions (CC&Rs).

The language shall be submitted for the review and approval of the Zoning Administrator and Public Works Department at least 60 days prior to filing of the Final Map for the first phase.

Drainage Improvements

Collect and Convey

62. The applicant shall collect and convey all stormwater entering and/or originating on this property, without diversion and within an adequate storm drainage system, to *an adequate* natural watercourse having definable bed and banks, or to an existing adequate public storm drainage system which conveys the storm waters to *an adequate* natural watercourse, in accordance with Division 914 of the Ordinance Code.

Exception:

- a. *§914-2.004 (Offsite Collect and Convey) The applicant shall be permitted an exception to allow a diversion of stormwater entering and/or originating on the subject property provided that the applicant verifies the adequacy of the storm water facility or natural watercourse to which the stormwater shall be directed. If the off-site conveyance system or ultimate drainage facility or natural watercourse to which stormwater is proposed to be diverted is inadequate, the applicant shall be responsible for all costs related to the construction and/or right of way acquisition related to any necessary improvements to make the system adequate.*

Miscellaneous Drainage Requirements

63. Applicant shall design and construct all storm drainage facilities in compliance with the Ordinance Code and Public Works Department design standards.
64. Applicant shall prevent storm drainage from draining across the sidewalk(s) and driveway(s) in a concentrated manner.
65. A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated over the proposed storm drain line traversing the site.

National Pollutant Discharge Elimination System

66. The applicant shall be required to comply with all rules, regulations and procedures of the National Pollutant Discharge Elimination System (NPDES) for municipal, construction and industrial activities as promulgated by the California State Water Resources Control Board, or any of its Regional Water Quality Control Boards (San Francisco Bay - Region II). Compliance shall include developing long-term best management practices (BMPs) for the reduction or elimination of storm water pollutants. The project design shall incorporate wherever feasible,

the following long-term BMPs in accordance with the Contra Costa Clean Water Program for the site's stormwater drainage :

- Offer pavers for household driveways and/or walkways as an option to buyers.
- Minimize the amount of directly connected impervious surface area.
- Install approved full trash capture devices on all catch basins (excluding catch basins within bioretention basins) as reviewed and approved by Public Works Department. Trash capture devices shall meet the requirements of the County's NPDES permits.
- Place advisory warnings on all catch basins and storm drains using current storm drain markers.
- Construct concrete driveway weakened plane joints at angles to assist in directing run-off to landscaped/pervious areas prior to entering the street curb and gutter.
- Other alternatives comparable to the above as approved by Public Works Department.
- Shallow roadside and on-site swales.
- Distribute public information items regarding the Clean Water Program and lot specific IMPs to buyers.

Stormwater Management and Discharge Control Ordinance

67. The applicant shall submit a FINAL Storm Water Control Plan (SWCP) and a Stormwater Control Operation and Maintenance Plan (O+M Plan) to the Public Works Department, which shall be reviewed for compliance with the County's National Pollutant Discharge Elimination System (NPDES) Permit and shall be deemed consistent with the County's Stormwater Management and Discharge Control Ordinance (§1014) prior to filing of the final map. To the extent required by the NPDES Permit, the Final Stormwater Control Plan and the O+M Plan will be required to comply with NPDES Permit requirements that have recently become effective that may not be reflected in the preliminary SWCP and O+M Plan. All time and materials costs for review and preparation of the SWCP and the O+M Plan shall be borne by the applicant.
68. Improvement Plans shall be reviewed to verify consistency with the final SWCP and compliance with Provision C.3 of the County's NPDES Permit and the County's Stormwater Management and Discharge Control Ordinance (§1014).
69. Storm water management facilities shall be subject to inspection by Public Works Department staff; all time and materials costs for inspection of stormwater management facilities shall be borne by the applicant.
70. Prior to filing of the final map, the property owner(s) shall enter into a standard Stormwater Management Facility Operation and Maintenance Agreement with Contra Costa County, in which the property owner(s) shall accept responsibility for and related to operation and maintenance of the stormwater facilities, and grant access to relevant public agencies for inspection of stormwater management facilities. Impervious area limitations relative to each

individual lot should be noted so as not to exceed the capacity of the treatment infrastructure.

71. Prior to filing of the final map, the property owner(s) shall annex the subject property into Community Facilities District (CFD) No. 2007-1 (Stormwater Management Facilities), which funds responsibilities of Contra Costa County under its NPDES Permit to oversee the ongoing operation and maintenance of stormwater facilities by property owners.
72. Any proposed water quality features that are designed to retain water for longer than 72 hours shall be subject to the review of the Contra Costa Mosquito & Vector Control District.
73. All treatment BMP/IMPs constructed within each phase of the proposed development shall be designed and sized to treat, at a minimum, stormwater generated from each phase constructed.

Drainage Area Fee Ordinance

74. The applicant shall be required to comply with the drainage fee requirements for Drainage Area 46 as adopted by the Board of Supervisors. Applicant shall pay this drainage area fee prior to recordation of the final map.

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. Additional requirements may be imposed by the following agencies and departments; the applicant is strongly encouraged to review these agencies' requirements prior to continuing with the project:
 - Contra Costa County, Building Inspection Division
 - Contra Costa County, Public Works Department
 - Contra Costa County Fire Protection District

- Contra Costa Environmental Health Division
 - East Bay Municipal Utility District
 - Central Contra Costa Sanitary District
- C. The project sponsor should be aware that Section 31 of the East Bay Municipal Utility District's Water Service Regulations requires that water service shall not be furnished for new or expanded service unless all the applicable water-efficiency measures described in the regulation are installed at the project sponsor's expense.
- D. Vesting Tentative Map Rights—The approval of this vesting tentative map confers a vested right to proceed with development in substantial compliance with ordinances, policies, and standards in effect as of October 9, 2007, the date the vesting tentative map application was accepted as complete by the Community Development Department. The vested rights also apply to development fees, which the County has adopted by ordinance. These fees are in addition to any other development fees, which may be specified in the conditions of approval.
- E. The applicant will be required to comply with the requirements of the Bridge/Thoroughfare Fee Ordinance for the Central County Area of Benefit as adopted by the Board of Supervisors.
- F. Although the Stormwater Control Plan (SWCP) has been determined to be preliminarily complete, it remains subject to future revision, as necessary, during preparation of improvement plans in order to bring it into full compliance with C.3 stormwater requirements. Failure to update the SWCP to match any revisions made in the improvement plans may result in a substantial change to the County approval, and the project may be subject to additional public hearings. Revisions to California Environmental Quality Act (CEQA) documents may also be required. This may significantly increase the time and applicant's costs associated with approval of the application.
- G. Police Service District Costs and Necessary Processing Time—The applicant is advised that the tax for the police services district is currently set by the Board of Supervisors at \$200 per parcel annually (with appropriate future Consumer Price Index (CPI) adjustments). The annual fee is subject to modification by the Board of Supervisors in the future. The current fee for holding the election is \$800 and is also subject to modification in the future. The applicable tax and fee amounts will be those established by the Board at the time of voting. The applicant is advised that the election process takes from 3 to 4 months and must be completed prior to recording the final map.
- H. This project may be subject to the requirements of the Department of Fish and Wildlife. It is the applicant's responsibility to notify the Department of Fish and Wildlife, P.O. Box 47, Yountville, California 94599, of any proposed construction within this development that may affect any fish and wildlife resources, per the Fish and Wildlife Code.

- I. This project may be subject to the requirements of the U.S. Army Corps of Engineers. It is the applicant's responsibility to notify the appropriate district of the Corps of Engineers to determine if a permit is required, and if it can be obtained.

Mitigation Monitoring Reporting Program

**Lafayette Oaks
Tract 9442**

County File #SD16-9442

Matt Locati (Applicant & Owner)

October 2017

Potentially Significant Impact	Mitigation Measure	Implementing Action	Timing of Verification	Responsible Department or Agency	Compliance Verification
Biological Resources					
Suitable nesting habitat for Red-tailed Hawk and Red-shouldered Hawk occurs on and adjacent to the project site. These raptors are protected under the Federal Migratory Bird Treaty Act (50 CFR 10.13) and their nest, eggs, and young are protected under California Fish and Game Code Sections 3503, 3503.5, 3800, and 3513.	<p>BIO-1: In order to avoid impacts to nesting raptors, a nesting survey should be conducted 30 days prior to commencing with tree removal or construction work if this work would commence between February 1st and August 31st. The raptor nesting surveys should include examination of all trees within 300 feet of the entire project site, not just trees slated for removal.</p> <p>If nesting raptors are identified during the surveys, the dripline of the nest tree must be fenced with orange construction fencing (provided the tree is on the project site), and a 300-foot radius around the nest tree must be staked with bright orange lath or other suitable staking. If the tree is adjacent to the project site, then the buffer should be demarcated per above where the buffer occurs on the project site. The size of the buffer may be altered if a qualified raptor biologist conducts behavioral observations and determines the nesting raptors are well acclimated to disturbance. If this occurs, the raptor biologist may prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting raptors. No construction or earth-moving activity should occur within the established buffer until it is determined by a qualified raptor biologist that the young have fledged (i.e. left the nest) and have attained sufficient flight skills to avoid project construction zones. This typically occurs by August 1st. This date may be earlier than August 1st, or later, and would have to be determined by a qualified raptor biologist.</p>	COA	30 days prior to commencing with tree removal or construction work if this work would commence between February 1st and August 31st.	CDD	Submittal of letter/report from a qualified raptor biologist documenting the pre-construction survey and presenting the biologist's findings to the CDD.
Nesting passerine birds could be impacted by the proposed project. Birds and their nests are protected under California Fish and Game Code (Sections 3503, 3503.5), and the Federal Migratory Bird Treaty Act.	<p>BIO-2: If tree removal or site disturbance would occur between February 1 and August 31, a nesting survey should be conducted on the project site prior to the disturbance. The nesting surveys should be completed 15 days prior to commencing with the work. If nesting passerine birds are identified nesting on or near the project site, a 75-foot radius around the nest must be demarcated with construction fencing. If an active nest is found offsite, the portion of the buffer that is onsite must be staked. The size of the buffer may be altered if a qualified ornithologist conducts behavioral observations and determines the birds are well</p>	COA	15 days prior to commencing with tree removal, if it occurs between February 1 and August 31.	CDD	A qualified biologist conducting the nesting surveys should prepare a report that provides details about the nesting outcome and submit to the CDD.

Abbreviations: Condition of Approval (COA); Department of Conservation & Development, Community Development Division (CDD); Building Inspection Division (BID)

Potentially Significant Impact	Mitigation Measure	Implementing Action	Timing of Verification	Responsible Department or Agency	Compliance Verification
	<p>acclimated to disturbance or are otherwise geographically shielded from disturbance. If this occurs, the ornithologist may prescribe a modified buffer that allows sufficient room to prevent undue disturbance/harassment to the nesting birds. No construction or earth-moving activity should occur within the staked buffer until it is determined by a qualified ornithologist that the young have fledged (that is, left the nest) and have attained sufficient flight skills to avoid project construction zones.</p> <p>Typically, most birds in the region of the project site are expected to complete nesting by August 1st. However, in the region many species can complete nesting by mid-June to mid-July. Regardless, nesting buffers should be maintained until August 1st unless a qualified ornithologist determines that young have fledged and are independent of their nests at an earlier date. If buffers are removed prior to August 1st, the qualified biologist conducting the nesting surveys should prepare a report that provides details about the nesting outcome and the removal of buffers. This report should be submitted to the County's Department of Conservation and Development prior to the time that buffers are removed if the date is before August 1st.</p>				
Geology and Soils					
In June 26, 2014, the project geotechnical engineer performed a geologic and geotechnical investigation of the site that provided an assessment of potential hazards and provided preliminary geotechnical recommendations for the project. In 2016 the geotechnical engineer performed a supplemental slope stability analysis that evaluated the stability of the proposed grading plan for the project. The geotechnical engineer provided criteria to gauge satisfactory performance of slopes, and their analysis of	<p>GEO-1: An updated geotechnical report will be submitted prior to recordation of the parcel map to confirm that the factors of safety for engineered slopes will comply with the standards established for the project. The report must provide updated recommendations for site grading, drainage, and foundation design that is based on the approved project. It should also address the following:</p> <ul style="list-style-type: none"> • The recommendations should include addressing special foundation conditions (i.e. differential fill thickness, cut/fill transition pad, etc.) • There is an unknown, but potentially significant, risk that soils on the site are corrosive. • Geotechnical review of retention basins. Seven (7) relatively small water quality/bio-retention basins are currently indicated in the project. The project geotechnical reports do not currently evaluate the basins. The primary concerns with 	COA	At least 30 days prior to submittal for building or construction permits.	CDD	Professional reports to be submitted to the CDD for review by the Peer Review Geologist along with a \$750 review fee.

Abbreviations: Condition of Approval (COA); Department of Conservation & Development, Community Development Division (CDD); Building Inspection Division (BID)

Potentially Significant Impact	Mitigation Measure	Implementing Action	Timing of Verification	Responsible Department or Agency	Compliance Verification
slope stability indicated that not all slopes in the project had an adequate factor of safety against sliding. The report concluded that special engineering would be required to meet project objectives (e.g. use of reinforced earth in critical areas of the site was needed for the proposed grading to meet the factor of safety adopted for the project).	<p>bio-retention structures are (i) providing suitable support for foundations, curbs and other improvements constructed near the bio-retention facilities, and (ii) potential for subsurface water from the bio-retention areas to migrate (and possibly build up) beneath pavements and the proposed building. Specific criteria and standards for the siting and design of such facilities should be provided prior to issuance of construction permits, including the effect of infiltration on stability of the adjacent bank of the drainage ditch, and potential for uncontrolled overflow if the spillway of the basin is obstructed (e.g. by woody vegetation, litter, soil).</p> <ul style="list-style-type: none"> • The slope stability analysis should be repeated for any areas of the site where the project design has been modified from conditions evaluated in the Supplemental Slope Stability Report, dated November 4, 2016. • Provide further details on the recommended plan review prior to issuance of construction permits as well as details on the monitoring to be performed during clearing, site grading, of installation of drainage facilities and foundation construction. It should also explain the role of the project engineering geologist during construction (e.g. inspection and mapping of all cut slopes and cut pads). • The required geotechnical update report and all grading and drainage plans are subject to review and approval of the Community Development Division and the County Peer Review Geologist at a review cost of \$750. The documents submitted shall be prepared by appropriately licensed professionals. 				
Slope stability cont.	<p>GEO-2: All of the following mitigation measures are required to reduce the impacts of potential geotechnical slope stability hazards to less than significant levels:</p> <ol style="list-style-type: none"> 1. Prior to issuance of construction permits the project proponent shall provide evidence of plan review and approval by the project geotechnical engineer. The recommendations for site grading 	COA	Prior to issuance of building/grading permits and prior to final building inspections.	BID	Professional reports to be submitted to the BID grading section as required by the project grading permits.

Abbreviations: Condition of Approval (COA); Department of Conservation & Development, Community Development Division (CDD); Building Inspection Division (BID)

Potentially Significant Impact	Mitigation Measure	Implementing Action	Timing of Verification	Responsible Department or Agency	Compliance Verification
	<p>contained in the approved grading plans shall be followed during construction unless modifications are specifically approved in writing by the Building Inspection Division of the Department of Conservation and Development.</p> <p>2. During grading, the geotechnical engineer shall observe and approve all keyway excavations, removal of weak surficial deposits down to stable bedrock or in-place material, and installation of all subdrains, including their connections. All fill slope construction shall be observed and tested by the project geotechnical engineer, and the density test results and reports submitted to the County to be kept on file. Cut slopes and keyways shall be observed and mapped by the project engineering geologist who will provide recommendations for modifications based on actual geologic conditions encountered during grading. Approval from the Building Division shall be obtained prior to any modification.</p> <p>3. Prior to requesting a final building inspection, the project proponent shall submit a letter-report from the geotechnical engineer to the Building Inspection Division, Grading Section documenting the observation and testing services performed during final grading, foundation work, and lot drainage. The report of the geotechnical engineer shall also provide a professional opinion on the consistence of the as-graded/as-built project with recommendations in the approved geotechnical report.</p>				
The soils native to the project site are possibly corrosive in nature and could damage concrete and steel on structures in contact with the ground.	GEO-3: A report from a Corrosion Engineer or equally qualified technical professional shall be provided to the Department of Conservation and Development prior to requesting residential building permits. Testing shall be performed after rough grading and shall test pad soils.	COA	At least 30 prior to requesting residential building permits.	CDD	Professional reports to be submitted to the CDD for review by the Peer Review Geologist along with a \$750 review fee.

Abbreviations: Condition of Approval (COA); Department of Conservation & Development, Community Development Division (CDD); Building Inspection Division (BID)

Potentially Significant Impact	Mitigation Measure	Implementing Action	Timing of Verification	Responsible Department or Agency	Compliance Verification
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Noise

<p>The project may cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project due to noise generated from construction activities.</p>	<p>NOISE-1: Construction activities are limited to the hours of 7:30 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on weekends and the calendar dates that the following State and Federal holidays are observed:</p> <ul style="list-style-type: none"> • 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) 	COA	Required throughout all project grading and construction activities.	CDD	In response to complaints.
	<p>NOISE-2: Transport of heavy equipment and trucks is limited to weekdays between the hours of 9:00 A.M. and 4:00 P.M., and is prohibited on weekends and the State and Federal holidays identified in NOISE-1.</p>	COA	Required throughout all project grading and construction activities.		In response to complaints.
	<p>NOISE-3: Contractors and subcontractors shall fit all internal combustion engines on construction equipment with mufflers which are in good condition and shall locate stationary noise-generating equipment such as air compressors and generators as far away from existing residences as possible.</p>	COA	Required throughout all project grading and construction activities.		In response to complaints.

Land Use and Planning

<p>The project proposes lot areas in excess of 40,000 square feet, which would allow further potential subdivision of the proposed lots, which could</p>	<p>LAND-1: Prior to filing of the Final Map, the applicant shall designate and record/dedicate/disclose a restricted development/scenic easement over the proposed subdivision for review and approval of the</p>	COA	Prior to filing the Final Map	CDD	Recorded deed restrictions / dedications / disclosures
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Abbreviations: Condition of Approval (COA); Department of Conservation & Development, Community Development Division (CDD); Building Inspection Division (BID)

Potentially Significant Impact	Mitigation Measure	Implementing Action	Timing of Verification	Responsible Department or Agency	Compliance Verification
encourage additional future development on the steeper hillside slopes. Such development would be inconsistent with the policies and goals of the General Plan for properties where gradients exceed 26%.	<p>Community Development Division that shall include the following:</p> <ol style="list-style-type: none"> 1. A surveyed map by a qualified professional that delineates the restricted development/scenic easement. 2. A detailed legal description of the restricted development/scenic easement. 3. Language clearly indicating that no development activity may occur within the easement area, though grading and related activity is permitted to complete any slope stabilization or mitigations necessary to satisfy Mitigation Measures GEO-1 and GEO-2, and to construct the necessary drainage devices for compliance with Division 914 of the Ordinance Code and Section C.3 of the Municipal Regional Permit; and necessary appurtenances, such as retaining walls, for future building, drainage, and slope stability purposes; and that the property owner is responsible for the maintenance of the easement area; and any tree removal shall be subject to the review and approval of the Community Development Division. 				

Abbreviations: Condition of Approval (COA); Department of Conservation & Development, Community Development Division (CDD); Building Inspection Division (BID)

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

APN 169-150-007

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**GRANT DEED OF DEVELOPMENT RIGHTS
(Lafayette Oaks – Scenic Easement)**

This Grant Deed of Development Rights is made by and between the Grantor, MATTHEW LAWRENCE LOCATI in his individual capacity and as trustee of the Matthew Lawrence Locati Revocable Trust, dated July 13, 1999, The Matthew Lawrence Locati Revocable Trust, the Matthew Lawrence Locati Revocable Living Trust, and the Matthew Lawrence Locati Revocable Living Trust, as Amended and Restated, and his successors and assigns (“Grantor”) and the Grantee, CONTRA COSTA COUNTY, a political subdivision of the State of California, and its successors and assigns (“County”).

RECITALS

- A. On May 7, 2018, the Contra Costa County Zoning Administrator conditionally approved an application by Grantor to subdivide an approximately 10.68-acre site located at the southeast corner of the intersection of Pleasant Hill Road and Shulgin Road in an unincorporated area near Lafayette, in the County of Contra Costa, State of California, into ten single-family residential lots. The subdivision, County File SD16-9442, is commonly known as the Lafayette Oaks subdivision.
- B. Condition of Approval #8 of SD16-9442 requires the Grantor to relinquish development rights for a portion of the subdivision within a scenic easement area. The portion of SD16-9442 described in Exhibit A is the scenic easement area located in the subdivision, and is referred to herein as the Restricted Property.
- C. Grantor desires to evidence its intent, and to ensure that the obligations specified herein are covenants, conditions, and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to County, and its successors and assigns, on the terms and conditions set forth below, all the Development Rights within, on, and over the Restricted Property.

- 1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
- 2. **Development Rights.** “Development Rights” are defined to mean and refer to the right to divide, develop, or install or construct improvements on, all or any portion of the Restricted Property.
- 3. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with the Restricted Property and shall bind the current Grantor and any future owners of all or any portion of the Restricted Property. This Grant Deed is an agreement in writing affecting the title or possession of the Restricted Property.

4. **Development Restrictions.** Except as provided herein, Grantor shall not divide, develop, or install or construct improvements on, all or any portion of the Restricted Property, and Grantor agrees that no building permits or other permits or entitlements shall be issued for such purposes. Grantor hereby waives and relinquishes any rights it might otherwise have to such permits or entitlements.

4.1 **Plans and Specifications; County Approval.** Any and all improvements on the Restricted Property will be performed as directed by County or its successor public agency. Grantor shall cause plans and specifications for improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to County for approval prior to commencement of any work, and shall pay any County improvement plan review and inspection fee. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval or, upon annexation of the Property to any city, in accordance with the applicable city standards. Grantor agrees to commence and complete the work within the time specified by the County.

4.2 **Development of Property.** Development of the Restricted Property may occur only in the following manner, subject to Grantor first obtaining all necessary permits and approvals from County:

4.2.1 Grading and related activity is permitted for access, to complete any slope stabilization or mitigations necessary to satisfy Mitigation Measures GEO-1 and GEO-2, to construct the necessary drainage devices for compliance with Division 914 of the County Ordinance Code and Section C.3 of the Municipal Regional Permit as shown on the approved vesting tentative map, and for necessary appurtenances such as retaining walls for future building, drainage, and slope stability purposes.

4.2.2 Grantor is responsible for maintenance of the Restricted Property.

4.2.3 Any tree removal within the Restricted Property shall be subject to review and approval by the County.

5. **Covenants Running With Land.** This Grant Deed shall be binding on the parties hereto and the provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding on the heirs, successors, and assigns of the Grantor and County and all other parties having acquired any right, title, or interest in any part of the Restricted Property.

6. **Remedies.** Should Grantor violate any of the provisions hereof, County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, County shall be entitled to an award of all expenses incurred by County in pursuing such violation(s), including costs, interest, attorney's fees, and other litigation expenses.

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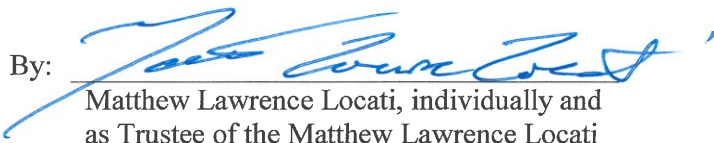
IN WITNESS THEREOF, this Grant Deed of Development Rights is signed and executed this 3rd day of October, 2019.

GRANTEE

GRANTOR

CONTRA COSTA COUNTY

By: 
Chair, Board of Supervisors

By: 
Matthew Lawrence Locati, individually and as Trustee of the Matthew Lawrence Locati Revocable Trust, dated July 13, 1999, The Matthew Lawrence Locati Revocable Trust, the Matthew Lawrence Locati Revocable Living Trust, and the Matthew Lawrence Locati Revocable Living Trust, as Amended and Restated

Recommended for Approval:

By: 
John Kopchik, Director
Department of Conservation and Development

[Note: All signatures of Grantor must be notarized. Two officers must sign on behalf of a corporation. The first must be the chairperson of the board, president, or any vice president; the second must be the secretary, assistant secretary, chief financial officer, or any assistant treasurer. (See Corp. Code, § 313.)]

Attest:

David J. Twa
Clerk of the Board and County Administrator

By: 
Deputy

Approved as to Form:

Sharon L. Anderson
County Counsel

By: 
Deputy County Counsel

Attachments:

Exhibit A: Legal Description
Exhibit B: Plat to Accompany Legal Description

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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)

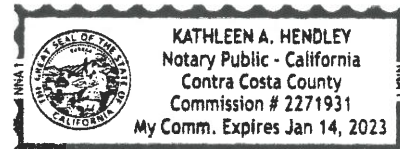
County of Contra Costa)

On 10-3-2019 before me, KATHLEEN A. HENDLEY, NOTARY PUBLIC,
(Here insert name and title of the officer)
personally appeared

Matthew Lawrence Locati

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.

Kathleen A. Hendley
Signature of Notary Public (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Grant Deed of Development Rights
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 3 Document Date 10/3/19

INSTRUCTIONS

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible.
- Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Securely attach this document to the signed document with a staple.

EXHIBIT 'A'
SCENIC EASEMENTS
SUBDIVISION #9442

REAL PROPERTY SITUATE IN THE UNINCORPORATED AREA OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA.

BEING A PORTION OF RESULTANT LOT 1 CONVEYED TO MATTHEW LAWRENCE LOCATI, TRUSTEE OF THE MATTHEW LAWRENCE LOCATI REVOCABLE TRUST, DATED JULY 13, 1999, AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED SEPTEMBER 17, 2015 AS DOCUMENT NO. 2015-0193180-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE EAST LINE OF SAID RESULTANT LOT 1 THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) NORTH 31°14'32" WEST, FOR A DISTANCE OF 150.60 FEET,
- 2) NORTH 25°43'22" EAST, FOR A DISTANCE OF 23.27 FEET,
- 3) NORTH 56°44'19" EAST, FOR A DISTANCE OF 159.52 FEET,
- 4) NORTH 38°14'01" WEST, FOR A DISTANCE OF 112.48 FEET TO THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID LINE AND ALONG THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

- 1) SOUTH 84°20'30" WEST, FOR A DISTANCE OF 68.55 FEET,
- 2) NORTH 77°39'42" WEST, FOR A DISTANCE OF 19.85 FEET,
- 3) NORTH 82°52'28" WEST, FOR A DISTANCE OF 29.31 FEET,
- 4) SOUTH 56°29'47" WEST, FOR A DISTANCE OF 51.60 FEET,
- 5) SOUTH 14°51'34" WEST, FOR A DISTANCE OF 30.72 FEET,
- 6) SOUTH 08°31'52" WEST, FOR A DISTANCE OF 12.26 FEET,
- 7) SOUTH 85°20'03" WEST, FOR A DISTANCE OF 28.42 FEET TO A POINT ON THE EAST LINE OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST, DATED NOVEMBER 3, 2000, RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY;

THENCE, ALONG LAST SAID EAST LINE OF PARCEL 1 NORTH 10°11'03" WEST, FOR A DISTANCE OF 130.20 FEET;

THENCE, LEAVING LAST SAID EAST LINE SOUTH 88°04'37" EAST, FOR A DISTANCE OF 181.00 FEET TO SAID EAST LINE OF SAID RESULTANT LOT 1;

THENCE, ALONG LAST SAID EAST LINE OF SAID RESULTANT LOT 1 SOUTH 38°14'01" EAST, FOR A DISTANCE OF 64.40 FEET TO THE **POINT OF BEGINNING**.

PARCEL 2:

BEGINNING AT THE MOST SOUTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE SOUTH LINE OF SAID RESULTANT LOT 1 NORTH 88°11'32" WEST, FOR A DISTANCE OF 146.06 FEET;

THENCE, LEAVING LAST SAID SOUTH LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 03°55'13" WEST, FOR A DISTANCE OF 49.14 FEET TO THE ARC OF A NON-TANGENT CURVE TO THE LEFT,

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- 2) THENCE, ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE NORTHWESTERLY HAVING A RADIAL BEARING OF NORTH 54°16'28" WEST, THROUGH A CENTRAL ANGLE OF 06°47'43", HAVING A RADIUS OF 206.66 FEET AND AN ARC LENGTH OF 24.51 FEET,
- 3) SOUTH 88°11'33" EAST, FOR A DISTANCE OF 92.98 FEET TO THE EAST LINE OF SAID RESULTANT LOT 1;

THENCE, ALONG LAST SAID EAST LINE OF SAID RESULTANT LOT 1 SOUTH 31°14'32" EAST, FOR A DISTANCE OF 83.51 FEET TO THE **POINT OF BEGINNING**.

PARCEL 3:

BEGINNING AT THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1 AND THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD NORTH 02°18'21" EAST, FOR A DISTANCE OF 159.41 FEET;

THENCE, LEAVING LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 87°24'13" EAST, FOR A DISTANCE OF 121.83 FEET,
- 2) SOUTH 03°18'05" WEST, FOR A DISTANCE OF 168.47 FEET TO THE SOUTH LINE OF SAID RESULTANT LOT 1;

THENCE, ALONG LAST SAID SOUTH LINE OF RESULTANT LOT 1 NORTH 88°21'34" WEST, FOR A DISTANCE OF 118.47 FEET TO THE **POINT OF BEGINNING**.

PARCEL 4:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1 AND THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD NORTH 02°18'21" EAST, FOR A DISTANCE OF 159.41 FEET TO THE **POINT OF BEGINNING**;

THENCE, CONTINUING ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 02°18'21" EAST, FOR A DISTANCE OF 15.00 FEET,
- 2) NORTH 23°17'32" EAST, FOR A DISTANCE OF 47.93,
- 3) NORTH 01°36'57" EAST, FOR A DISTANCE OF 101.56 FEET;

THENCE, LEAVING LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) SOUTH 88°55'51" EAST, FOR A DISTANCE OF 82.40 FEET,
- 2) SOUTH 06°17'06" EAST, FOR A DISTANCE OF 154.40,
- 3) SOUTH 87°24'13" WEST, FOR A DISTANCE OF 121.83 FEET TO THE **POINT OF BEGINNING**.

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PARCEL 5:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE (R/W) OF PLEASANT HILL ROAD THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) SOUTH 30°59'45" WEST, FOR A DISTANCE OF 81.92 FEET,
- 2) SOUTH 51°29'27" WEST, FOR A DISTANCE OF 167.26 FEET,
- 3) SOUTH 09°10'58" WEST, FOR A DISTANCE OF 87.13 FEET,
- 4) SOUTH 23°04'21" WEST, FOR A DISTANCE OF 119.62 FEET,
- 5) SOUTH 01°36'57" WEST, FOR A DISTANCE OF 65.57 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND EASTERLY SAID R/W LINE THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 88°55'51" EAST, FOR A DISTANCE OF 108.56 FEET,
- 2) SOUTH 28°55'35" WEST, FOR A DISTANCE OF 87.13 FEET,
- 3) SOUTH 12°43'45" WEST, FOR A DISTANCE OF 64.29 FEET,
- 4) NORTH 88°55'51" WEST, FOR A DISTANCE OF 56.18 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1;

THENCE, ALONG LAST SAID WEST LINE AND ALONG SAID EASTERLY R/W LINE OF PLEASANT HILL ROAD NORTH 01°36'57" EAST, FOR A DISTANCE OF 140.01 FEET TO THE **POINT OF BEGINNING**.

PARCEL 6:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 30°59'45" WEST, FOR A DISTANCE OF 81.92 FEET,
- 2) SOUTH 51°29'27" WEST, FOR A DISTANCE OF 167.26 FEET,
- 3) SOUTH 09°10'58" WEST, FOR A DISTANCE OF 87.13 FEET,
- 4) SOUTH 23°04'21" WEST, FOR A DISTANCE OF 39.34 FEET TO THE **POINT OF BEGINNING**;

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) SOUTH 88°55'51" EAST, FOR A DISTANCE OF 59.57 FEET,
- 2) SOUTH 32°04'03" WEST, FOR A DISTANCE OF 47.65 FEET,
- 3) SOUTH 05°11'38" WEST, FOR A DISTANCE OF 66.93 FEET,
- 4) SOUTH 87°57'00" EAST, FOR A DISTANCE OF 225.87 FEET,
- 5) SOUTH 02°21'25" WEST, FOR A DISTANCE OF 28.54 FEET,
- 6) NORTH 88°55'51" WEST, FOR A DISTANCE OF 286.12 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1 AND EASTERLY R/W LINE OF SAID PLEASANT HILL ROAD;

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THENCE, ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 01°36'57" EAST, FOR A DISTANCE OF 65.57 FEET,
- 2) NORTH 23°04'21" EAST, FOR A DISTANCE OF 80.28 FEET TO THE **POINT OF BEGINNING**.

PARCEL 7:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD SOUTH 30°59'45" WEST, FOR A DISTANCE OF 81.92 FEET TO THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF PLEASANT HILL ROAD THE FOLLOWING TWELVE (12) COURSES AND DISTANCES:

- 1) SOUTH 50°15'05" EAST, FOR A DISTANCE OF 102.63 FEET,
- 2) SOUTH 24°52'01" EAST, FOR A DISTANCE OF 89.72 FEET,
- 3) SOUTH 60°34'06" WEST, FOR A DISTANCE OF 41.36 FEET,
- 4) NORTH 11°28'40" WEST, FOR A DISTANCE OF 70.49 FEET,
- 5) NORTH 63°49'26" WEST, FOR A DISTANCE OF 46.11 FEET,
- 6) SOUTH 44°25'36" WEST, FOR A DISTANCE OF 49.60 FEET,
- 7) SOUTH 86°20'52" WEST, FOR A DISTANCE OF 66.06 FEET,
- 8) SOUTH 48°24'39" WEST, FOR A DISTANCE OF 37.51 FEET,
- 9) SOUTH 05°25'29" WEST, FOR A DISTANCE OF 63.05 FEET,
- 10) SOUTH 87°55'54" EAST, FOR A DISTANCE OF 126.33 FEET,
- 11) SOUTH 59°58'53" EAST, FOR A DISTANCE OF 41.04 FEET,
- 12) NORTH 88°55'51" WEST, FOR A DISTANCE OF 212.56 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1 AND THE EASTERLY R/W LINE OF SAID PLEASANT HILL ROAD,

THENCE, ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 23°04'21" EAST, FOR A DISTANCE OF 39.34 FEET,
- 2) NORTH 09°10'58" EAST, FOR A DISTANCE OF 87.13 FEET,
- 3) NORTH 51°29'27" EAST, FOR A DISTANCE OF 167.26 FEET TO THE **POINT OF BEGINNING**.

PARCEL 8:

COMMENCING AT THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE WEST LINE OF SAID RESULTANT LOT 1, ALSO BEING THE EASTERLY RIGHT-OF-WAY (R/W) LINE OF PLEASANT HILL ROAD

SOUTH 30°59'45" WEST, FOR A DISTANCE OF 20.24 FEET TO A POINT ON THE SOUTHERLY R/W LINE OF SHULGIN ROAD (A PRIVATE 40 FOOT WIDE ROAD), SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF PLEASANT HILL ROAD ALONG SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

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- 1) SOUTH 67°52'32" EAST, FOR A DISTANCE OF 54.65 FEET,
- 2) SOUTH 41°28'32" EAST, FOR A DISTANCE OF 27.76 FEET;

THENCE, LEAVING LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 39°34'15" WEST, FOR A DISTANCE OF 73.27 FEET,
- 2) NORTH 50°15'05" WEST, FOR A DISTANCE OF 70.36 FEET TO A POINT ON SAID WEST LINE OF RESULTANT LOT 1 AND SAID EASTERLY R/W LINE OF PEASANT HILL ROAD;

THENCE, ALONG LAST SAID WEST LINE AND SAID EASTERLY R/W LINE NORTH 30°59'45" EAST, FOR A DISTANCE OF 61.68 FEET TO **THE POINT OF BEGINNING**.

PARCEL 9:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE NORTH LINE OF SAID RESULTANT LOT 1, ALSO BEING THE CENTERLINE OF SHULGIN ROAD (A PRIVATE 40 FOOT WIDE ROAD) THE FOLLOWING THREE (3) COURSES AND DISTANCES:

- 1) NORTH 23°38'32" WEST, FOR A DISTANCE OF 17.06 FEET,
- 2) NORTH 44°03'32" WEST, FOR A DISTANCE OF 55.30 FEET,
- 3) NORTH 58°54'32" WEST, FOR A DISTANCE OF 85.84 FEET,

THENCE, LEAVING LAST SAID NORTH LINE OF RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD SOUTH 31°05'28" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF SAID SHULGIN ROAD, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING FOUR (4) COURSES AND DISTANCES:

- 1) SOUTH 31°11'26" WEST, FOR A DISTANCE OF 20.02 FEET,
- 2) NORTH 65°18'17" WEST, FOR A DISTANCE OF 38.19 FEET,
- 3) NORTH 60°13'21" WEST, FOR A DISTANCE OF 26.96 FEET,
- 4) NORTH 29°54'32" EAST, FOR A DISTANCE OF 24.89 FEET TO A POINT ON SAID SOUTHERLY R/W LINE OF SHULGIN ROAD;

THENCE, ALONG LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD SOUTH 58°54'32" EAST, FOR A DISTANCE OF 65.46 FEET TO THE **POINT OF BEGINNING**.

PARCEL 10:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE NORTH LINE OF SAID RESULTANT LOT 1, ALSO BEING THE CENTERLINE OF SHULGIN ROAD (A PRIVATE 40 FOOT WIDE ROAD) THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) NORTH 23°38'32" WEST, FOR A DISTANCE OF 17.06 FEET,
- 2) NORTH 44°03'32" WEST, FOR A DISTANCE OF 29.45 FEET,

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THENCE, LEAVING LAST SAID NORTH LINE OF RESULTANT LOT 1 AND SAID CENTERLINE OF SHULGIN ROAD SOUTH 45°56'28" WEST, FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY (R/W) LINE OF SAID SHULGIN ROAD, SAID POINT ALSO BEING THE **POINT OF BEGINNING**.

THENCE, LEAVING LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING NINE (9) COURSES AND DISTANCES:

- 1) SOUTH 40°47'53" WEST, FOR A DISTANCE OF 48.66 FEET,
- 2) NORTH 66°33'12" WEST, FOR A DISTANCE OF 32.18 FEET,
- 3) SOUTH 33°37'29" WEST, FOR A DISTANCE OF 21.48 FEET,
- 4) NORTH 58°46'02" WEST, FOR A DISTANCE OF 26.77 FEET,
- 5) THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 89°54'59", HAVING A RADIUS OF 25.50 FEET AND AN ARC LENGTH OF 40.02 FEET,
- 6) NORTH 73°03'51" EAST, FOR A DISTANCE OF 28.19 FEET,
- 7) NORTH 24°13'43" EAST, FOR A DISTANCE OF 12.82 FEET,
- 8) NORTH 58°11'58" WEST, FOR A DISTANCE OF 29.80 FEET,
- 9) NORTH 31°11'26" EAST, FOR A DISTANCE OF 20.02 FEET TO A POINT ON SAID SOUTHERLY R/W LINE OF SHULGIN ROAD;

THENCE, ALONG LAST SAID SOUTHERLY R/W LINE OF SHULGIN ROAD THE FOLLOWING TWO (2) COURSES AND DISTANCES:

- 1) SOUTH 58°54'32" EAST, FOR A DISTANCE OF 83.24 FEET,
- 2) SOUTH 44°03'32" EAST, FOR A DISTANCE OF 23.25 FEET TO THE **POINT OF BEGINNING**.

PARCEL 11:

COMMENCING AT THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1, THENCE ALONG THE EAST LINE OF SAID RESULTANT LOT 1 SOUTH 43°48'28" WEST, FOR A DISTANCE OF 149.18 FEET TO THE **POINT OF BEGINNING**.

THENCE, CONTINUING ALONG LAST SAID EAST LINE SOUTH 22°08'16" EAST, FOR A DISTANCE OF 16.34 FEET;

THENCE, LEAVING LAST SAID EAST LINE OF RESULTANT LOT 1 THE FOLLOWING EIGHT (8) COURSES AND DISTANCES:

- 1) NORTH 75°51'05" WEST, FOR A DISTANCE OF 46.53 FEET,
- 2) SOUTH 89°22'36" WEST, FOR A DISTANCE OF 78.33 FEET,
- 3) NORTH 00°16'19" EAST, FOR A DISTANCE OF 83.47 FEET,
- 4) NORTH 80°10'36" EAST, FOR A DISTANCE OF 31.34 FEET,
- 5) SOUTH 65°39'56" EAST, FOR A DISTANCE OF 50.35 FEET,
- 6) SOUTH 53°41'13" EAST, FOR A DISTANCE OF 9.13 FEET,
- 7) SOUTH 35°53'33" WEST, FOR A DISTANCE OF 27.95 FEET,
- 8) SOUTH 54°14'12" EAST, FOR A DISTANCE OF 60.58 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT 'A'
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PARCEL 12:

BEGINNING AT A POINT FROM WHICH THE MOST NORTHEASTERLY CORNER OF SAID RESULTANT LOT 1 BEARS SOUTH 88°53'29" EAST, FOR A DISTANCE OF 301.77 FEET;

THENCE, FROM SAID **POINT OF BEGINNING** THE FOLLOWING SIX (6) COURSES AND DISTANCES:

- 1) SOUTH 21°22'15" WEST, FOR A DISTANCE OF 27.62 FEET,
- 2) SOUTH 72°53'54" WEST, FOR A DISTANCE OF 22.89 FEET,
- 3) SOUTH 58°41'33" WEST, FOR A DISTANCE OF 33.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT,
- 4) THENCE, ALONG SAID NON-TANGENT CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY HAVING A RADIAL BEARING OF SOUTH 39°09'19" WEST, THROUGH A CENTRAL ANGLE OF 02°55'03", HAVING A RADIUS OF 62.50 FEET AND AN ARC LENGTH OF 3.18 FEET,
- 5) THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT, CONCAVE SOUTHEASTERLY THROUGH A CENTRAL ANGLE OF 181°56'56", HAVING A RADIUS OF 37.50 FEET AND AN ARC LENGTH OF 119.09 FEET,
- 6) THENCE, ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, CONCAVE NORTHEASTERLY THROUGH A CENTRAL ANGLE OF 10°57'15", HAVING A RADIUS OF 112.50 FEET AND AN ARC LENGTH OF 21.51 FEET TO THE **POINT OF BEGINNING**, FROM WHICH THE MOST NORTHWESTERLY CORNER OF SAID RESULTANT LOT 1 BEARS NORTH 28°36'14" WEST, FOR A DISTANCE OF 324.30 FEET.

PARCEL 13:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF PARCEL 1 AS DESCRIBED IN THAT CERTAIN GRANT DEED CONVEYED TO PAMELA LOCATI, TRUSTEE OF THE R. AND P. LOCATI FAMILY TRUST, DATED NOVEMBER 3, 2000, RECORDED MARCH 9, 2016 AS DOCUMENT NO. 2016-0040271-00, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THENCE, ALONG THE NORTH LINE OF SAID PARCEL 1 NORTH 89°04'35" WEST, FOR A DISTANCE OF 173.48 FEET;

THENCE, LEAVING LAST SAID NORTH LINE OF PARCEL 1 THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

- 1) NORTH 25°08'54" EAST, FOR A DISTANCE OF 72.20 FEET,
- 2) SOUTH 54°10'00" EAST, FOR A DISTANCE OF 32.79 FEET,
- 3) SOUTH 89°51'45" EAST, FOR A DISTANCE OF 120.29 FEET,
- 4) SOUTH 00°16'19" WEST, FOR A DISTANCE OF 48.74 FEET,
- 5) NORTH 89°03'22" WEST, FOR A DISTANCE OF 3.87 FEET TO THE **POINT OF BEGINNING**.

AFFECTING A PORTION OF ASSESSOR'S PARCEL NO.: 169-150-007.

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

END OF DESCRIPTION

PREPARED BY:


VINCENT J. D'ALO - LS 4210



OCTOBER 7, 2019

DATE

0' 60' 120' 240'

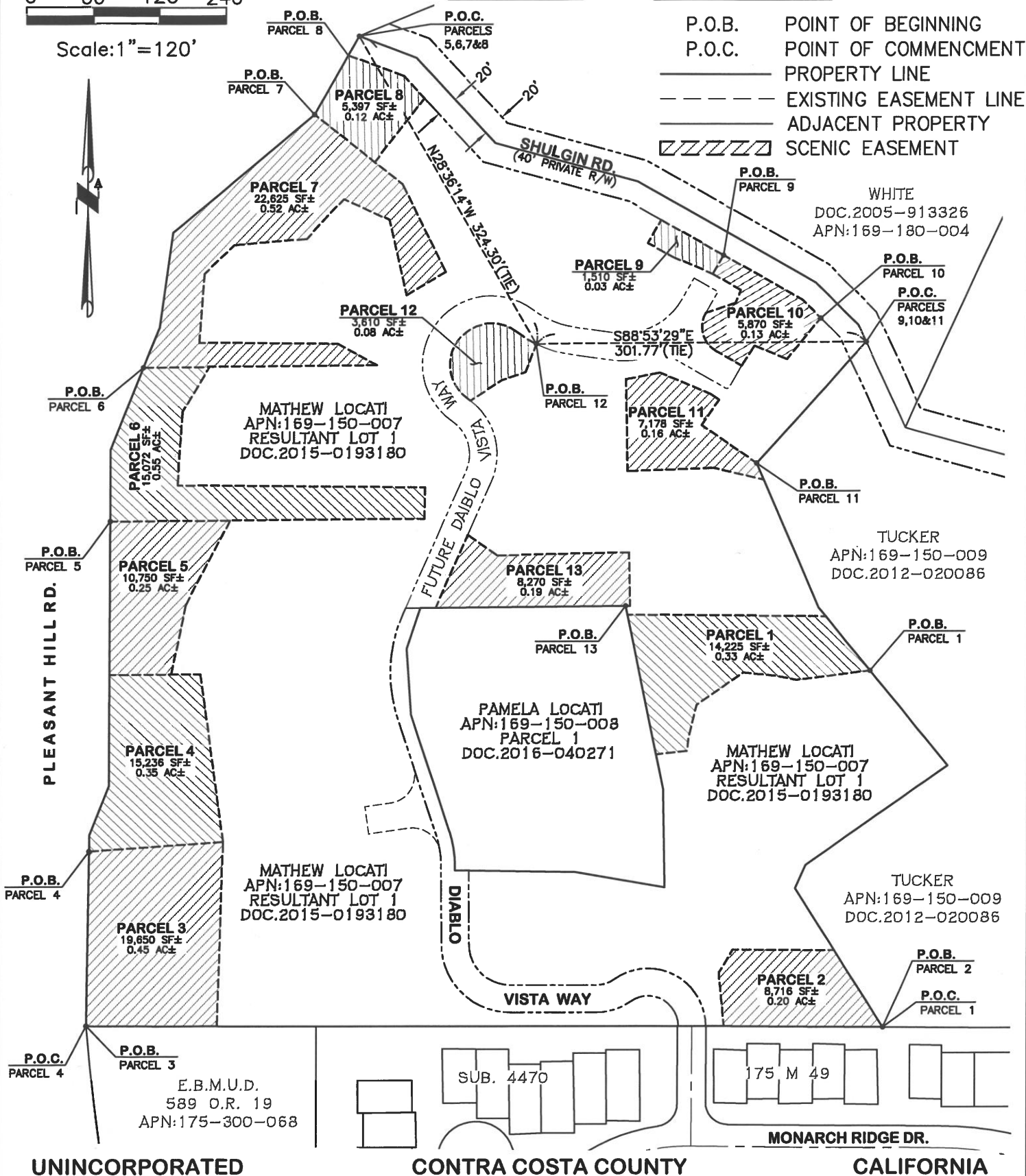
Scale: 1" = 120'



EXHIBIT B

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- ADJACENT PROPERTY
- ▨ SCENIC EASEMENT



Planners
Civil Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject **SCENIC EASEMENTS**

Job No. **214039.00** Scale **1"=120'**

By **M.HILL** Date **10/07/2019** Chkd. **VJD**

SHEET **1** OF **1**



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 5, 2019

Subject: September 2019 Operations Update of the Employment and Human Services Department Community Services Bureau

RECOMMENDATION(S):

ACCEPT the September 2019 update 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:

The required update would not be accepted by the Board of Supervisors.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Elaine Burres
608-4960

cc:

ATTACHMENTS

CSB Sept 2019 CAO Report

CSB Sept CACFP Child Nutrition

CSB Sept 2019 Credit Card

CSB Sept 2019 LIHEAP

CSB Sept 2019 Menu

CSB Sept 2019 EHS Financials

CSB Sept 2019.2018-2019 Semi Annual Monitoring
Summary

CSB Sept 2019 EHS CC Partnership Financials

CSB Sept 2019 HS Financials

To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: September 2019

News /Accomplishments

- On September 25, the Office of Head Start hosted a live webinar on the Focus Area Two (FA2) Federal monitoring review. The FA Two is an onsite review that focuses on classroom observations, the use of data management systems and the eligibility and enrollment process as they relate to the Head Start Program Standards. Senior Management staff members participated in the webinar, and will share the information with center staff and content area experts to prepare for the upcoming review. **CSB anticipates the FA2 review will occur mid-year 2020.** CSB received its FA One review in March 2019 which resulted in no areas of concerns and highlighted CSB's child safety and supervision and CSB's CLOUDs database.
- CSB will be conducting an on-site self-assessment this year utilizing Head Start and Early Head Start experts. The group of four consultants will pair with content area staff to conduct the assessment using the FA2 monitoring tool. The review will be held the week of December 9, 2019.
- In Preparation for the CLASS (Classroom Assessment and Scoring System) review beginning October 21, 2019, CSB had the pleasure to host Head Start Regional Office Technical Assistant (TA) managers on a tour of Head Start directly operated and partner sites in East County. CSB shared program highlights and concluded the visits with in-depth discussions to further prepare for the upcoming review.
- The Balboa Children's center had a successful National Association for the Education of Young Children (NAEYC) review, and achieved a new five-year term of accreditation. Additionally, staff members at Balboa participated in a Strengths-Finder training with Robert Huffman. The training focused on understanding and utilizing strengths in the workplace. The training was well received.
- The Economic Opportunity Council conducted their elections with the following results:
 - Chair: Renee Zeimer
 - Vice Chair: Dawn Miguel
 - Secretary: Tricia Piquero
- The Community Services Block Grant Organizational Standards have been submitted for CSB with 100% compliance in all areas.

I. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 72% (Open classes 91.03%)
 - Early Head Start enrollment: 98.10%
 - Early Head Start Child Care Partnership enrollment: 98.61%
 - Early Head Start Child Care Partnership #2 enrollment: 98.40%
-


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www.cccounty.us/ehsd



- o Head Start Average Daily Attendance: 85.05%
- o Early Head Start Average Daily Attendance: 86.84%
- o Early Head Start Child Care Partnership Attendance: 86.84%
- o Stage 2: 475 families and 726 children
- o CAPP: 112 families and 216 children
 - In total: 587 families and 942 children
 - Incoming transfers from Stage 1: 13 families and 21 children
- o LIHEAP: 305 households have been assisted
- o Weatherization: 8 households have been assisted

b. Staffing:

- o During the month of September, CSB hired an Infant Toddler Teacher, Teacher, Intermediate Clerk, five (5) temporary Teacher Assistant Trainees (TAT), and promoted three (3) TATs to Associate Teacher Subs in an effort to maintain a viable pull of substitutes needed for the classrooms. Additionally, CSB hired a temporary Children Services Manager, and a permanent and temporary Child Nutrition Food Transporter.
- o Interviews are scheduled for the following positions; Accountant II, Infant Toddler Master Teachers and Associate Teachers.
- o CSB is looking to fill vacancies for a permanent Site Supervisor II and III, Assistant Director, Accounting Technician, two (2) Clinical Mental Health Supervisors, two (2) Spanish Speaking Intermediate Clerks and a Children Services Manager to meet the bureau's needs.
- o CSB is in the process of hiring 11 new Master Teachers throughout the county. CSB's goal is for each center to have at least one Master Teacher at every center and two at the larger centers.

II. Emerging Issues and Hot Topics:

- CSB is thankful to the county Board of Supervisors who signed on to National Head Start Association's Letter to the Administration for Children and Families asking that the 10% CLASS score trigger for DRS (Designation Renewal) be removed from regulations. Currently, any program that receives a CLASS score lower than the lowest 10% of programs reviewed that year, will need to re-compete for its grant, even if its score is above the federal threshold indicating quality. The current system ensures that at least one agency will always be in re-competition as a result of their score.
- CSB is gearing up to support education around Census 2020. Activities will include staff and parent workshops, informational booths at centers and outreach materials and information to families through parent meetings and community events.

cc: Policy Council Chair
Administration for Children and Families
Program Specialist, Chris Pflaumer

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2019-2020

Month covered	2019 July
Approved sites operated this month	12
Number of days meals served this month	22
Average daily participation	453
Child Care Center Meals Served:	
Breakfast	8,541
Lunch	9,967
Supplements	7,170
Total Number of Meals Served	25,678

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
VISA/U.S.BANK
JULY 2019**

Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2102	01/00/00	xxxx4959	418.88	EHS-Child Care Partnership #2	Books, Periodicals
2102	01/00/00	xxxx1416	125.71	EHS-Child Care Partnership #2	Books, Periodicals
2102	01/00/00	xxxx1907	135.99	EHS-Child Care Partnership #2	Books, Periodicals
			\$ 680.58		
2131	01/00/00	xxxx1907	2,430.77	EHS-Child Care Partnership #2	Minor Furniture/Equipment
2131	01/00/00	xxxx0494	243.25	Child Nutrition Food Services	Minor Furniture/Equipment
2131	01/00/00	xxxx0494	2,006.78	George Miller Concord Site Costs	Minor Furniture/Equipment
			\$ 4,680.80		
2150	01/00/00	xxxx0494	1,015.19	Child Nutrition Food Services	Food
			\$ 1,015.19		
2300	01/00/00	xxxx4959	403.96	Comm. Svc Block Grant	Transportation & Travel
2300	01/00/00	xxxx1416	(623.96)	EHS-Child Care Partnership #2	Transportation & Travel
2300	01/00/00	xxxx1416	1,247.92	EHS-Child Care Partnership #2	Transportation & Travel
2300	01/00/00	xxxx3016	818.19	EHS-Child Care Partnership #2	Transportation & Travel
			\$ 1,846.11		
2303	01/00/00	xxxx4959	417.96	Comm. Svc Block Grant	Other Travel Employees
2303	01/00/00	xxxx3016	1,447.02	EHS-Child Care Partnership #2	Other Travel Employees
2303	01/00/00	xxxx3016	666.63	Child Nutrition Food Services	Other Travel Employees
2303	01/00/00	xxxx8798	1,222.22	HS Basic Grant	Other Travel Employees
2303	01/00/00	xxxx8798	1,612.96	EHS-Child Care Partnership #2	Other Travel Employees
			\$ 5,366.79		
2467	01/00/00	xxxx3016	285.00	HS Basic Grant	Training & Registration
2467	01/00/00	xxxx3016	330.00	EHS-Child Care Partnership #2	Training & Registration
2467	01/00/00	xxxx8777	125.00	HS Basic Grant	Training & Registration
2467	01/00/00	xxxx8798	949.00	CCTR Infant-Toddler / EHS Enhanced	Training & Registration
2467	01/00/00	xxxx8798	1,750.00	HS Basic Grant	Training & Registration
2467	01/00/00	xxxx0494	125.00	Los Arboles CS	Training & Registration
			\$ 3,564.00		
2479	01/00/00	xxxx4959	2,089.86	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
2479	01/00/00	xxxx2364	216.23	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
2479	01/00/00	xxxx8777	1,384.57	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
2479	01/00/00	xxxx1899	2,699.06	Indirect Admin Costs	Other Special Dpmtal Exp
2479	01/00/00	xxxx1899	(3.50)	Indirect Admin Costs	Other Special Dpmtal Exp
			\$ 6,386.22		
2490	01/00/00	xxxx1907	3,830.25	EHS-Child Care Partnership #2	Misc Services/Supplies
			\$ 3,830.25		
		Total	27,369.94		

CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of August 31, 2019

1. 2019 LIHEAP WX

Contract # 19B-5005

Term: Oct. 1, 2018 - June 30, 2020

Amount: WX \$ 981,523

Total Contract	\$ 981,523
Expenditures	(948,757)
Balance	<u>\$ 32,766</u>
Expended	97%

2. 2019 LIHEAP ECIP/EHA 16

Contract # 19B-5005

Term: Oct. 1, 2018 - June 30, 2020

Amount: EHA 16 \$ 862,398

Total Contract	\$ 862,398
Expenditures	(521,485)
Balance	<u>\$ 340,913</u>
Expended	60%

3. 2017 Department of Energy (DOE)

Contract # 17C-4004

Term: June 1, 2018 - June 30, 2020

Amount: \$ 476,486

Total Contract	\$ 476,486
Expenditures	(133,819)
Balance	<u>\$ 342,667</u>
Expended	28%

4. 2019 COMMUNITY SERVICES BLOCK GRANT (CSBG)











Contract # 19F-4007

Term: Jan. 1, 2019 - Dec. 31, 2019

Amount: \$ 850,578

Total Contract	\$ 850,578
Expenditures	(455,874)
Balance	<u>\$ 394,704</u>
Expended	54%

September 2019 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
2  BREAKFAST 1 ea. Fresh Apple 1/3 c. Bran Cereal LUNCH 1/2 c. BLACK BEAN CHILI (black beans, chunky salsa) 1/2 oz. Shredded Cheese 1/4 c. Fresh Jicama Sticks 1 ea. Fresh Kiwi 5 ea. Whole Grain Corn Tortilla Chips PM SNACK 1 pkg. Graham Crackers 1/2 c. 1% Milk	3 BREAKFAST 1 ea. Fresh Pear 1/2 c. Corn Chex LUNCH 2 1/3 c. *HAWAIIAN CHICKEN SALAD 1/2 ea. Fresh Apple 1 ea. Whole Wheat Tortilla PM SNACK 1 pkg. Goldfish Crackers 1/2 c. 1% Milk 	4 BREAKFAST 1/2 c. Applesauce 1 sq. Pancake LUNCH BUILD YOUR OWN TACO SALAD 1 1/2 ozs. Ground Turkey 1/2 oz. Shredded Cheese 1/8 c. Shredded Lettuce 1/8 c. Diced Tomatoes 1/4 c. Mango Chunks 5 ea. Whole Grain Corn Tortilla Chips PM SNACK 1 ea. Fresh Pear 1 tbsp. Sunbutter	5 BREAKFAST 1 ea. Fresh Banana 1/2 ea. Whole Wheat Bagel/Cream Cheese LUNCH 3/4 c. *CALIFORNIA PASTA SALAD WITH CUBED CHEESE 1/2 ea. Asian Pear PM SNACK 2 pkgs. Wheatworth Crackers 1/2 c. Cucumber & Tomato Salad With Italian Dressing	6 BREAKFAST 1/2 c. Fresh Strawberries 1 sq. Oatmeal Muffin Square  LUNCH 1 1/2 ozs. CHICKEN HOAGIE SANDWICH Mayo & Mustard Dressing 1/4 c. Zucchini Sticks 1/2 ea. Fresh Nectarine PM SNACK 1/4 c. Homemade Pico De Gallo 5 ea. Whole Grain Corn Tortilla Chips 1/2 c. 1% Milk
9 BREAKFAST 1 ea. Fresh Apple 1/3 c. Bran Cereal LUNCH 1/2 c. BLACK BEAN CHILI (black beans, chunky salsa) 1/2 oz. Shredded Cheese 1/4 c. Fresh Jicama Sticks 1 ea. Fresh Kiwi 5 ea. Whole Grain Corn Tortilla Chips PM SNACK 1 pkg. Graham Crackers 1/2 c. 1% Milk	10 BREAKFAST 1 ea. Fresh Plums 1/2 c. Kix Cereal LUNCH 1 c. *CHICKEN CHILAQUILES WITH CORN TORTILLA CHIPS & SPINACH 1/4 c. Fresh Strawberries PM SNACK 1/2 c. FRIENDS TRAIL MIX (kix, cheerios, corn chex, raisins, pretzels, & dried apricots) 1/2 c. 1% Milk	11 BREAKFAST 1 ea. Fresh Banana 1/3 c. Cornflakes  LUNCH 1/2 c. *TURKEY SPAGHETTI (ground turkey, tomato paste, onions with whole wheat spaghetti) 1/2 ea. Fresh Apple PM SNACK 1/2 c. Fresh Broccoli & Cauliflower/Ranch Dip 6 ea. Wheat Thin Crackers	12 BREAKFAST 1 ea. Fresh Orange 1/2 ea. English Muffin/Cream Cheese  LUNCH 1 piece *SPINACH EGG BAKE (spinach, eggs, & feta cheese) 1 sl. Fresh Cantaloupe 1 ea. Whole Wheat Tortilla PM SNACK FRUITY SUNBUTTER PITAS 1 tbsp. Sunbutter 1/2 ea. Fresh Banana & 1/2 ea. Fresh Apple 1/2 c. Whole Wheat Pita Bread	13 BREAKFAST 1/2 c. Mango Chunks 1 sq. A - Z Bread LUNCH 3/4 c. GREEK STYLE CHICKEN SALAD (diced chicken, peppers, olives, parsley, & Feta cheese dressing) 1/4 c. Carrot Sticks 1/4 c. Fresh Strawberries 1/2 ea. Whole Wheat Pita Bread PM SNACK 1/8 c. Cottage Cheese 1/2 c. Pineapple Tidbits
16 BREAKFAST 1 ea. Fresh Orange 1/3 c. Bran Cereal  LUNCH 1/2 c. *ARROZ CON QUESO (yogurt, cheese, pinto beans, rice, tomatoes) 3 ea. Fresh Green Apple Slices PM SNACK 1 pkg. Graham Crackers 1/2 c. 1% Milk	17 BREAKFAST 1 ea. Fresh Pear 1/2 c. Oatmeal Cereal LUNCH 1/3 c. EGG SALAD 1/4 c. Carrot Sticks (No Dressing) 1/4 c. Fresh Strawberries 1 sl. Whole Wheat Bread PM SNACK 2 tbsps. Sunbutter (Raisins) 1/4 c. Celery Sticks 1/2 c. 1% Milk 	18 BREAKFAST 1/4 c. Rice Cereal With Cinnamon 1 sl. Fresh Cantaloupe LUNCH 1/2 c. TURKEY SALAD 1/4 c. Cucumber Slice/Ranch Dressing 1/2 ea. Fresh Apple 1/2 ea. Whole Wheat Bun PM SNACK 1 ea. Cauliflower Breadstick 2 pkgs. Wheatworth Crackers	19 BREAKFAST 1/2 c. Fresh Strawberries 1/2 ea. Whole Wheat English Muffin/Cream Cheese LUNCH 3/8 c. SEASONED BLACKEYE PEAS 1/4 c. Collard Greens 1 sl. Fresh Honeydew Melon 1 sq. Homemade Whole Wheat Cornbread PM SNACK 1/2 c. Carrot sticks & Zucchini Sticks/Italian dressing 1 pkg. Animal Crackers	20 BREAKFAST 1 ea. Fresh Banana 1/3 c. Cheerios LUNCH 1 1/2 ozs. TURKEY & SWISS CHEESE Mayo & Mustard Dressing 1 ea. Green Leaf Lettuce 1 ea. Tomato Slice 1/2 ea. Fresh Apple 1 sl. Whole Wheat Bread PM SNACK 1/4 c. Cucumber Slices 1/4 c. Broccoli Florets 1/8 c. Cottage Cheese Ranch Dressing
23 BREAKFAST 1 sl. Fresh Cantaloupe 1/3 c. Rice Chex Cereal LUNCH 1 serv. VEGETARIAN ENCHILADA CASSEROLE (cheese, black beans, corn, & corn tortilla chips) 1/4 c. Tossed Green Salad/Italian Dressing 1/2 ea. Fresh Apple PM SNACK 1 pkg. Scooby Doo Cinnamon Grahams 1/2 c. 1% Milk	24 BREAKFAST 1 ea. Fresh Orange 1/2 ea. Whole Wheat Bagel/Cream Cheese LUNCH 3/8 c. SLOPPY JOE (ground turkey) 1/4 c. Spinach Salad/Ranch Dressing 1 sl. Fresh Honeydew 1 ea. Whole Wheat Hamburger bun PM SNACK 1 pkg. Goldfish Pretzel Crackers 1 ea. Fresh Pluot	25 BREAKFAST 1/2 c. Pineapple Chunks 1 sq. Homemade Zucchini Bread LUNCH 1 c. *STIR-FRY CHICKEN (diced chicken, shredded cabbage, carrots, & whole wheat spaghetti) 1/2 ea. Fresh Peach  PM SNACK 1 pkg. Animal Crackers 1 ea. Fresh Plum	26 BREAKFAST 1 ea. Fresh Banana 1/4 c. Cinnamon Oatmeal With Vanilla & Raisins LUNCH 1 ea. *MEXICAN PIZZA (refried beans, tomato paste, chunky salsa) 1/2 oz. Shredded Mozzarella Cheese 1 ea. Fresh Kiwi 1 ea. Whole Wheat Flour Tortilla PM SNACK 1/2 c. Cucumber & Tomato Salad With Italian Dressing 2 pkgs. Wheatworth Crackers	27 BREAKFAST 1 ea. Fresh Apricot 1/2 sl. Whole Wheat Toast 1/8 c. Scrambled Eggs & Turkey Ham LUNCH 1/2 c. CURRY CHICKEN SALAD 1/4 c. Zucchini Sticks 1/4 c. Fresh Strawberries 1/2 ea. Whole Wheat Pita Bread PM SNACK 1/4 c. Homemade Pico De Gallo 5 ea. Whole Grain Corn Tortilla Chips 1/2 c. 1% Milk
30 BREAKFAST 1 ea. Fresh Apple 1/3 c. Corn Chex Cereal LUNCH 1 ea. BAJA BEAN WRAP 1/4 c. Fresh Jicama Sticks 1 ea. Fresh Kiwi 1 ea. Whole Wheat Tortilla PM SNACK 1 ea. Hard Boiled Egg 1 ea. Fresh Orange 				ALL BREAKFAST & LUNCH SERVED WITH 3/4 c. 1% MILK <i>*Indicates vegetable included in main dish</i> WATER IS OFFERED THROUGHOUT THE DAY

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF AUGUST 2019

DESCRIPTION	AUGUST YTD Actual	Total Budget	Remaining Budget	67% % YTD
a. PERSONNEL	\$ 150,104	\$ 294,506	\$ 144,402	51%
b. FRINGE BENEFITS	96,853	146,451	49,598	66%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	11,330	17,300	5,970	65%
f. CONTRACTUAL	537,376	1,284,300	746,924	42%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	476,981	1,897,915	1,420,934	25%
I. TOTAL DIRECT CHARGES	\$ 1,272,643	\$ 3,640,472	\$ 2,367,829	35%
j. INDIRECT COSTS	48,988	50,672	1,684	97%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,321,631	\$ 3,691,144	\$ 2,369,513	36%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 323,888</i>	<i>\$ 922,786</i>	<i>\$ 598,898</i>	<i>35%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

**BUDGET PERIOD JANUARY - DECEMBER 2019
AS OF AUGUST 2019**

1	2	3	4	5	6	6
	Actual Jul-19	Actual Aug-19	Total YTD Actual	Total Budget	Remaining Budget	67% % YTD
Expenditures						
a. Salaries & Wages (Object Class 6a)						
Permanent 1011	15,720	14,101	135,133	233,399	98,266	58%
Temporary 1013	419	309	14,971	61,107	46,136	24%
a. PERSONNEL (Object class 6a)	16,139	14,410	150,104	294,506	144,402	51%
b. FRINGE (Object Class 6b)	9,087	8,225	96,853	146,451	49,598	66%
d. EQUIPMENT (Object Class 6d)	-	-	-	-	-	
e. SUPPLIES (Object Class 6e)						
1. Office Supplies	-	-	1,256	2,500	1,244	50%
2. Child and Family Serv. Supplies/classroom St	-	195	8,666	7,000	(1,666)	124%
4. Other Supplies	-	(212)	(212)		212	
Computer Supplies, Software Upgrades, Con	-	-	-	3,500	3,500	0%
Health/Safety Supplies	-	-	-	700	700	0%
Miscellaneous Supplies	-	-	1,540	2,100	560	73%
Employee Morale	-	-	-	1,000	1,000	0%
Household Supplies	-	-	80	500	420	16%
e. SUPPLIES (Object Class 6e)	-	(17)	11,330	17,300	5,970	65%
f. CONTRACTUAL (Object Class 6f)						
2. Health/Disabilities Services	-	-	-	-	-	
Health Consultant	1,440	640	580	7,800	7,220	7%
Other Health/Dental Services Costs	-	-	-	-	-	
5. Training & Technical Assistance - PA11	-	-	-			
Interaction	-	-	-	5,500	5,500	0%
Diane Godard	-	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	-	-	2,886	5,000	2,114	58%
Susan Cooke (\$60,000/2)	-	-	-	6,500	6,500	0%
8. Other Contracts	-	-				
FB-Fairgrounds Partnership	-	-	71,000	107,000	36,000	66%
FB-E. Leland/Mercy Housing Partnership	-	-	55,000	145,000	90,000	38%
Apiranet	-	-	413,000	708,000	295,000	58%
Apiranet HVI	-	-	(159,882)	-	159,882	
Crossroads	-	-	82,000	152,000	70,000	54%
Martinez ECC	-	-	72,792	140,000	67,208	52%
f. CONTRACTUAL (Object Class 6f)	1,440	640	537,376	1,284,300	746,924	42%
h. OTHER (Object Class 6h)						
2. Bldg Occupancy Costs/Rents & Leases	-	-	529	1,800	1,271	29%
(Rents & Leases/Other Income)	-	-	-	-	-	
4. Utilities, Telephone	-	-	1,290	2,700	1,410	48%
5. Building and Child Liability Insurance	-	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupa	(27,669)	-	437	2,300	1,863	19%
8. Local Travel (55.5 cents per mile)	75	9	2,257	4,100	1,843	55%
9. Nutrition Services	-	-	-	-	-	
Child Nutrition Costs	-	-	-	300	300	0%
13. Parent Services	-	-	-	4,000	4,000	0%
Parent Conference Registration - PA11	-	-	-	4,000	4,000	0%
PC Orientation, Trainings, Materials & Trans	-	-	1,161	4,000	2,839	29%
Policy Council Activities	-	-	-	100	100	0%
Parent Activities (Sites, PC, BOS luncheon)	-	-	1,198	1,900	702	63%
Child Care/Mileage Reimbursement	-	96	690	100	(590)	690%
14. Accounting & Legal Services	-	-	-	500	500	0%
Auditor Controllers	-	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	-	2,043	3,000	957	68%
15. Publications/Advertising/Printing	-	-	-	100	100	
Recruitment Advertising (Newspaper, Brochu	-	-	-	100	100	
16. Training or Staff Development	-	-	26	2,200	2,174	1%
Agency Memberships (WIPFLI, Meeting Fee	-	-	9,174	48,244	39,070	19%
Staff Trainings/Dev. Conf. Registrations/Mer	-	-				
17. Other	-	-	1,453	2,000	547	
Site Security Guards	-	-	1,453	2,000	547	
Vehicle Operating/Maintenance & Repair	155	5,570	9,878	9,000	(878)	110%
Equipment Maintenance Repair & Rental	-	-	1,872	5,000	3,128	37%
Dept. of Health and Human Services-data Ba	-	-	-	1,000	1,000	
Other Operating Expenses (Facs Admin/Othe	-	-	992	5,000	4,008	20%
Other Departmental Expenses	-	82,708	443,980	1,800,571	1,356,591	
h. OTHER (6h)	(27,439)	88,382	476,981	1,897,915	1,420,934	25%
i. TOTAL DIRECT CHARGES (6a-6h)	(773)	111,641	1,272,643	3,640,472	2,367,829	35%
j. INDIRECT COSTS	-	-	48,988	50,672	1,684	97%
k. TOTALS - ALL BUDGET CATEGORIES	(773)	111,641	1,321,631	3,691,144	2,369,513	36%
Non-Federal Match (In-Kind)	-	27,910	323,888	922,786	598,898	35%

Community Services Bureau Monitoring Report Summary June 2019

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 2019 through June 2019.

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, Curriculum Fidelity, 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.

- **479** child and family files reviewed
- **27** classrooms sampled for center monitoring
- **11** family child care homes for environment and education monitoring
- **55** directly operated, partner and delegate agency's infant, toddler, and preschool classroom were observed for curriculum fidelity
- **39** classrooms received CLASS Observations completed between March-April

CENTER MONITORING
<p>Top 3 Strengths:</p> <ul style="list-style-type: none"> ➤ Adult/child ratios are in compliance for age of children served and program model. ➤ Daily health checks are evident as children arrive. ➤ All staff and children are in attendance and signed into CLOUDS.
<p>Areas Needing Improvement:</p> <ul style="list-style-type: none"> ➤ Current emergency cards are readily available in one place. ➤ Site Parent Committee meets monthly - minutes & agendas are available and posted. ➤ Parent interest surveys tallied & top 10 are presented at Parent Committee Meetings. See CSB 304.
<p>Corrective Actions: Corrective actions were taken and validated.</p>
NEED AND ELIGIBILITY
<p>Top 3 Strengths:</p> <ul style="list-style-type: none"> ➤ Child meets eligibility criteria established by the funding source(s). ➤ (S) Family size verifications are obtained for all children and included in CD-9600. ➤ Over-income waiver completed and approved by ERSEA manager or designee.
<p>Areas Needing Improvement:</p> <ul style="list-style-type: none"> ➤ All areas of income worksheet are completed and signed. ➤ (S) CD-9600 Section IV: Contracted child(ren)'s gender, adjustment factor code, ethnicity, race, language, program code, type of care, and provider code are noted. ➤ CD-9600: Section V, VI, and VII completed, signed, and dated by parent and authorized staff.
<p>Corrective Actions: Corrective actions were taken and validated.</p>
COMPREHENSIVE SERVICES
<p>Top 3 Strengths:</p> <ul style="list-style-type: none"> ➤ Child and family files are locked to ensure confidentiality. ➤ Files are organized in accordance with cover sheets. ➤ Copy of the goals and objectives of IEP/IFSP is provided to the teacher and CLOUDS IEP/IFSP section must include two (2) IEP/IFSP goals.
<p>Areas Needing Improvement:</p> <ul style="list-style-type: none"> ➤ Dental exam is current, completed, signed, date stamped with the date received/reviewed and entered in CLOUDS. ➤ CLOUDS Health History including the consents section is completed. ➤ Ensure up-to-date child health status. Health Examination - Well Child Check (CSB207) is current, completed, signed, date stamped with the date received/reviewed and entered in CLOUDS.
<p>Corrective Actions: Corrective actions were taken and validated.</p>
EDUCATION FILE
<p>Top 3 Strengths:</p> <ul style="list-style-type: none"> ➤ Parent Conferences (For returning children only): 2nd completed at 330 days for full-day programs (or by June 15th) and 230 days for part-day programs (or by the last day of child's attendance). The conference is documented on CSB119A and is entered on CLOUDS. ➤ Toddler Transition Plan: Completed at last home visit. ➤ Toddler Transition Plan: IFSP information is included.
<p>Areas Needing Improvement:</p>

<ul style="list-style-type: none"> ➤ Parent Conferences: First (90 days) and included individualized goals for child and parent/child home activities. Parent Conference is entered into CLOUDS on the Visit tab. ➤ ASQ-3 Screening is conducted within 45 days of child's initial enrollment and form is completed, scored, signed, in file, and on CLOUDS. ➤ ASQ-SE2 is conducted within 45 days of child's initial enrollment during home visit with parent and completed in file and on CLOUDS.
Corrective Actions: Corrective actions were taken and validated.
FAMILY CHILD CARE ENVIRONMENT AND EDUCATION
Top 3 Strengths: <ul style="list-style-type: none"> ➤ Materials, activities, and experiences support individualization. ➤ Displays reflect children work and activities. Artwork is reflective of the children's own creations. Photographs of children doing activities are evident. ➤ Provider interacts with the children in positive ways and uses appropriate language is used.
Areas Needing Improvement: <ul style="list-style-type: none"> ➤ Child individualization is evident on lesson plans. ➤ Health, safety, nutrition social emotional and mental health activities and discussions are reflected on the weekly lesson plans. ➤ Lesson plan demonstrates an integrated curriculum over a month, has a variety of activities and is posted and followed.
Corrective Actions: Corrective actions were taken and validated.
PRESCHOOL CURRICULUM FIDELITY
Top 3 Strengths: <ul style="list-style-type: none"> ➤ Families: The teacher establishes a meaningful partnership with families to support each child's healthy development and learning. ➤ Teacher-Child Interactions: Teaching assistant(s) interact(s) with children in positive ways that support development and learning. ➤ Teacher-Child Interactions: The teacher establishes a positive classroom climate.
Areas Needing Improvement: <ul style="list-style-type: none"> ➤ Use: The teacher follows guidance on Book Discussion Cards related to complex or sophisticated stories. ➤ Physical Environment: Interest areas are attractive, available as a choice daily, and supplied with an adequate amount of developmentally appropriate, well-maintained materials. ➤ Teacher-Child Interactions: The teacher uses both child initiated and teacher planned experiences to effectively guide children's language and literacy learning.
Corrective Actions: Corrective action plan will be developed and validated.
INFANT/TODDLER CURRICULUM FIDELITY
Top 3 Strengths: <ul style="list-style-type: none"> ➤ Teacher-Child Interactions: The teacher establishes a positive classrooms climate. ➤ Teacher-Child Interactions: The teacher guides children's behavior in positive, effective ways. ➤ Structure: Individual and small-group experiences are planned flexibly to address the individual strengths, needs and interest of children.
Areas Needing Improvement:

- **Use:** The teacher uses *Mighty Minutes™* effectively to foster relationships and support development and learning during brief moments in routines.
- **Use:** The teacher use *Intentional Teaching™* cards for teacher-guided routines and experiences and to individualize teaching and caregiving.
- **Use:** The teacher follows guidance on *Book Conversation Cards™* related to *Highlights Hello™*.

Corrective Actions:

Corrective action plan will be developed and validated.

CLASS

Domain	CSB Average Score	CSB Threshold	Federal Threshold <small>Based on lowest 10% of CLASS Scores of programs reviewed in 2018.</small>
Emotional Support	6.63	6	5.6641
Classroom Organization	6.36	6	5.2803
Instructional Support	3.11	3	2.3125

CSB average scores exceed current Designation Renewal System threshold. A corrective action plan is not required.

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - JUNE 2020

AS OF AUGUST 2019

DESCRIPTION	AUGUST YTD Actual	Total Budget	Remaining Budget	8% % YTD
a. PERSONNEL	\$ 44,199	\$ 305,109	\$ 260,910	14%
b. FRINGE BENEFITS	28,775	212,143	183,368	14%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	-	24,100	24,100	0%
f. CONTRACTUAL	-	460,020	460,020	0%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	3,961	65,984	62,023	6%
I. TOTAL DIRECT CHARGES	\$ 76,935	\$ 1,074,356	\$ 997,421	7%
j. INDIRECT COSTS	-	64,073	64,073	0%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 76,935	\$ 1,138,429	\$ 1,061,494	7%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 15,003</i>	<i>\$ 289,444</i>	<i>\$ 274,441</i>	<i>5%</i>

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - JUNE 2020

AS OF AUGUST 2019

1	2	3	4	5	6	7
	Actual Jul-19	Actual Aug-19	Total YTD Actual	Total Budget	Remaining Budget	8% YTD
Expenditures						
a. Salaries & Wages (Object Class 6a)						
Permanent 1011	19,714	24,485	44,199	291,762	247,563	15%
Temporary 1013	-	-	-	13,347	13,347	
TOTAL PERSONNEL (6a)	19,714	24,485	44,199	305,109	260,910	14%
b. FRINGE BENEFITS (Object Class 6b)						
Fringe Benefits	12,782	15,993	28,775	212,143	183,368	14%
TOTAL FRINGE (6b)	12,782	15,993	28,775	212,143	183,368	14%
c. Travel (Object Class 6c)						
1. Out-of-Town Travel	-	-	-	7,000	7,000	0%
TOTAL TRAVEL (6c)	-	-	-	7,000	7,000	0%
e. SUPPLIES (Object Class 6e)						
1. Office Supplies	-	-	-	2,100	2,100	0%
2. Child and Family Services Supplies (Incl.classroom Sup	-	-	-	15,000	15,000	0%
3. Other Supplies						
Computer Supplies, Software Upgrades, Computer F	-	-	-	3,700	3,700	0%
Miscellaneous Supplies	-	-	-	200	200	0%
Household Supplies	-	-	-	3,100	3,100	0%
TOTAL SUPPLIES (6e)	-	-	-	24,100	24,100	0%
f. CONTRACTUAL (Object Class 6f)						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contrac	-	-	-	1,700	1,700	0%
2. Other Contracts						
COCOKids (52 slots x \$500 x 12 months)	-	-	-	315,120	315,120	0%
Loss of Subsidy	-	-	-	10,000	10,000	0%
Children and Family Supplies (Diapers, wipes, etc)	-	-	-	12,000	12,000	0%
First Baptist (20 slots x \$500 x 12 months)	-	-	-	121,200	121,200	0%
TOTAL CONTRACTUAL (6f)	-	-	-	460,020	460,020	0%
h. OTHER (Object Class 6h)						
1. Bldg Occupancy Costs/Rents & Leases	2,129	1,094	3,224	15,500	12,276	21%
2. Utilities, Telephone	-	738	738	15,000	14,262	5%
3. Bldg. Maintenance/Repair and Other Occupancy	-	-	-	1,400	1,400	0%
4. Local Travel (58 cents per mile effective 1/1/2019)	-	-	-	1,200	1,200	0%
5. Parent Services						
Parent Activities (Sites, PC, BOS luncheon, including	-	-	-	500	500	0%
6. Accounting & Legal Services						
Auditor Controllers	-	-	-	200	200	0%
Data Processing/Other Services & Supplies	-	-	-	1,500	1,500	0%
7. Training or Staff Development						
Staff Trainings/Dev. Conf. Registrations/Membership	-	-	-	18,907	18,907	0%
8. Other						
Equipment Maintenance Repair & Rental	-	-	-	800	800	0%
Other Operating Expenses (CSD Admin/Facs Mgt. Al	-	-	-	10,977	10,977	0%
TOTAL OTHER (6h)	2,129	1,832	3,961	65,984	62,023	6%
I. TOTAL DIRECT CHARGES (6a-6h)	34,625	42,310	76,935	1,074,356	997,421	7%
j. INDIRECT COSTS	-	-	-	64,073	64,073	0%
k. TOTALS - ALL BUDGET CATEGORIES	34,625	42,310	76,935	1,138,429	1,061,494	7%
Non-Federal Match (In-Kind)	8,656	6,347	15,003	289,444	274,441	5%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF AUGUST 2019

DESCRIPTION	AUGUST YTD Actual	Total Budget	Remaining Budget	67% %YTD
a. PERSONNEL	\$ 2,856,750	\$ 4,450,813	\$ 1,594,063	64%
b. FRINGE BENEFITS	1,835,642	2,769,062	933,420	66%
d. EQUIPMENT	-	24,000	24,000	0%
e. SUPPLIES	158,781	235,500	76,719	67%
f. CONTRACTUAL	1,595,791	2,770,400	1,174,609	58%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,878,952	5,761,049	3,882,097	33%
I. TOTAL DIRECT CHARGES	\$ 8,325,916	\$ 16,010,824	\$ 7,684,908	52%
j. INDIRECT COSTS	713,261	903,555	190,294	79%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 9,039,176	\$ 16,914,379	\$ 7,875,203	53%
<i>In-Kind (Non-Federal Share)</i>	\$ 2,721,731	\$ 4,228,595	\$ 1,506,864	64%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF AUGUST 2019

1	2	3	4	5	6	7
	Actual Jul-19	Actual Aug-19	Total YTD Actual	Total Budget	Remaining Budget	67% % YTD
a. Salaries & Wages (Object Class 6a)						
Permanent 1011	286,311	319,109	2,623,631	4,010,723	1,387,092	65%
Temporary 1013	14,840	13,980	233,119	440,090	206,971	53%
a. PERSONNEL (Object class 6a)	301,151	333,089	2,856,750	4,450,813	1,594,063	64%
b. FRINGE (Object Class 6b)	189,319	205,795	1,835,642	2,769,062	933,420	66%
d. EQUIPMENT (Object Class 6d)	-	-	-	24,000	24,000	-
e. SUPPLIES (Object Class 6e)						
1. Office Supplies	1,396	4,999	46,754	85,000	38,246	55%
2. Child and Family Services Supplies (Includes classroom Sup)	6,771	7,746	56,407	60,000	3,593	94%
4. Other Supplies						
Health and Safety Supplies	-	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replace	-	-	44,104	60,000	15,896	74%
Health/Safety Supplies	-	-	1,943	7,000	5,057	28%
Mental Health/Diabilities Supplies	-	-	-	1,000	1,000	0%
Miscellaneous Supplies	-	54	8,645	12,000	3,355	72%
Emergency Supplies	-	-	-	1,000	1,000	0%
Employee Morale	-	-	928	2,500	1,572	37%
Household Supplies	-	-	-	6,000	6,000	0%
TOTAL SUPPLIES (6e)	8,167	12,798	158,781	235,500	76,719	67%
f. CONTRACTUAL (Object Class 6f)						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	7,319	10,867	89,363	95,000	5,637	94%
Estimated Medical Revenue from Medi-Cal (Org 1432 - cred	-	-	(61,135)	(630,000)	(568,865)	10%
Health Consultant	4,320	1,920	25,540	55,000	29,460	46%
5. Training & Technical Assistance - PA11						
Interaction	-	-	-	5,000	5,000	0%
Diane Godard (\$50,000/2)	-	-	8,050	9,000	950	89%
Josephine Lee (\$35,000/2)	-	-	1,612	5,000	3,388	32%
Susan Cooke (\$60,000/2)	-	-	-	10,000	10,000	0%
7. Delegate Agency Costs						
First Baptist Church Head Start PA22	-	-	1,025,310	2,194,788	1,169,478	47%
First Baptist Church Head Start PA20	-	-	-	8,000	8,000	0%
8. Other Contracts						
FB-Fairgrounds Partnership (Wrap)	-	-	35,976	74,212	38,236	48%
FB-Fairgrounds Partnership	-	-	79,875	163,600	83,725	49%
FB-E. Leland/Mercy Housing Partnership	-	-	10,800	20,000	9,200	54%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	-	-	54,000	108,000	54,000	50%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	-	54,400	326,400	652,800	326,400	50%
f. CONTRACTUAL (Object Class 6f)	11,639	67,187	1,595,791	2,770,400	1,174,609	58%
h. OTHER (Object Class 6h)						
2. Bldg Occupancy Costs/Rents & Leases	31,109	8,391	289,126	396,000	106,874	73%
4. Utilities, Telephone	1,781	8,279	72,705	164,000	91,295	44%
5. Building and Child Liability Insurance	-	-	-	3,000	3,000	0%
6. Bldg. Maintenance/Repair and Other Occupancy	4,746	197,037	298,721	67,000	(231,721)	446%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	1,469	3,862	24,831	62,000	37,169	40%
9. Nutrition Services						
Child Nutrition Costs	-	-	202,514	322,000	119,486	63%
(CCFP & USDA Reimbursements)	-	-	(100,588)	(85,000)	15,588	118%
13. Parent Services						
Parent Conference Registration - PA11	-	-	-	10,000	10,000	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	831	1,000	169	83%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	739	7,600	6,861	10%
Policy Council Activities	-	-	1,286	2,000	714	64%
Male Involvement Activities	-	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	984	984	7,000	6,016	14%
Child Care/Mileage Reimbursement	-	801	3,900	7,500	3,600	52%
14. Accounting & Legal Services						
Auditor Controllers	-	-	3,062	5,000	1,938	61%
Data Processing/Other Services & Supplies	-	-	7,720	16,500	8,780	47%
15. Publications/Advertising/Printing						
Outreach/Printing	-	-	-	100	100	0%
Recruitment Advertising (Newspaper, Brochures)	-	-	-	1,400	1,400	0%
16. Training or Staff Development						
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE	4,500	6,729	41,609	41,959	350	99%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	1,999	9,735	79,947	99,785	19,838	80%
17. Other						
Site Security Guards	-	-	17,594	47,000	29,406	37%
Dental/Medical Services	-	-	-	2,000	2,000	0%
Vehicle Operating/Maintenance & Repair	10,783	9,898	78,393	170,000	91,607	46%
Equipment Maintenance Repair & Rental	2,572	-	132,745	255,000	122,255	52%
Dept. of Health and Human Services-data Base (CORD)	-	-	5,008	9,500	4,492	53%
Field Trips	-	-	-	30,000	30,000	0%
Other Operating Expenses (Facs Admin/Other admin)	-	-	61,473	168,205	106,732	37%
Other Departmental Expenses	-	338,619	656,352	3,950,000	3,293,648	17%
h. OTHER (6h)	58,960	584,335	1,878,952	5,761,049	3,882,097	33%
i. TOTAL DIRECT CHARGES (6a-6h)	569,236	1,203,204	8,325,916	16,010,824	7,684,908	52%
j. INDIRECT COSTS	-	-	713,261	903,555	190,294	79%
k. TOTALS (ALL BUDGET CATEGORIES)	569,236	1,203,204	9,039,176	16,914,379	7,875,203	53%
Non-Federal Share (In-kind)	142,309	300,801	2,721,731	4,228,595	1,506,864	64%



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: November 5, 2019

Subject: Annual Library Fundraiser - Walnut Creek Library Foundation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian to close the Walnut Creek County Library at 3:00 p.m. instead of 6:00 p.m. on May 2, 2020 to host an annual fundraising event, as requested by the County Librarian and the Walnut Creek Library Foundation.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On Saturday, May 2, 2020, the Walnut Creek Library Foundation will host its annual fundraising event. The County Librarian is requesting approval to close the Walnut Creek Library early to the public at 3:00 p.m. instead of the regular closure time of 6:00 p.m. to provide sufficient time to ready the library for the event.

CONSEQUENCE OF NEGATIVE ACTION:

The Walnut Creek Library will not close early to the public, making it difficult to set up the library for the event.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Walt Beveridge
925-608-7730

cc:



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: November 5, 2019

Subject: Conflict of Interest Code for the Mt. View Sanitary District

RECOMMENDATION(S):

APPROVE amended list of designated positions for the Conflict of Interest Code for the Mt. View Sanitary District ("District").

FISCAL IMPACT:

None.

BACKGROUND:

The District has amended the list of designated positions in its Conflict of Interest Code and submitted the revised list, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5. The changes include the addition and deletion of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A strike-out version of the list of designated positions is attached as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

Contact: Cynthia Schwerin, Deputy County Counsel, 925-335-1800

By: June McHuen, Deputy

cc: Cynthia Schwerin, Deputy County Counsel, David Twa, Clerk of the Board of Supervisors, Stephanie Seregin, District Secretary Pro Tem

ATTACHMENTS

Exhibit A: District COI Code Designated Positions

Exhibit B: District COI Code Designated Positions STRIKEOUT

ORDINANCE NO. 2019-128
(GENERAL REGULATION NO. 128)

AN ORDINANCE OF THE BOARD OF DIRECTORS OF MT. VIEW SANITARY
DISTRICT ADOPTING GENERAL REGULATION NO. 128 AMENDING THE
CONFLICT OF INTEREST CODE FOR THE DISTRICT

WHEREAS, by way of Ordinance 2000-79 (General Regulation No 79) adopted October 12, 2000, a new Conflict of Interest Code for the District was enacted; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2002-83 (General Regulation No. 83), adopted March 14, 2002; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance 2002-85 (General Regulation No. 85), adopted October 10, 2002; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2005-89 (General Regulation No. 89), adopted May 12, 2005; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2006-92 (General Regulation No. 92) adopted August 14, 2006; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2008-96 (General Regulation No. 96) adopted July 10, 2008; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2010-104 (General Regulation No. 104) adopted November 15, 2010; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2012-108 (General Regulation No. 108) adopted December 13, 2012; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2015-117 (General Regulation No. 117) adopted November 12, 2015; and

WHEREAS, said Conflict of Interest Code was amended by Ordinance No. 2018-124 (General Regulation No. 124) adopted November 8, 2018; and

WHEREAS, by prior action of the Board of Directors, the positions of Board Secretary / Executive Assistant, Wastewater Lead Operator, and Wastewater Operations Manager / CPO were created, and the positions of Office Administrator / Board Secretary and Wastewater Operations Supervisor were eliminated; and

WHEREAS, it has been determined that the District's Conflict of Interest Code requires amendment to add the positions of Board Secretary / Executive Assistant, Wastewater Lead Operator, and Wastewater Operations Manager / CPO and identify their respective reporting requirements, and

WHEREAS, it has been determined that the District's Conflict of Interest Code requires further amendment to remove the positions of Office Administrator / Board Secretary and Wastewater Operations Supervisor; and

WHEREAS, at its July 11, 2019 meeting, the Board authorized the timely transmission of correspondence to the Contra Costa County Clerk of the Board of Supervisors regarding the anticipated amendment of the Conflict of Interest Code for the Mt. View Sanitary District and set a Public Hearing on the amendment for September 12, 2019.

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE MT. VIEW
SANITARY DISTRICT DOES ORDAIN AS FOLLOWS:**

Section 1. The positions of Board Secretary / Executive Assistant, Wastewater Lead Operator, and Wastewater Operations Manager / CPO are added to the list of positions required to file statements of economic interest and the positions of Office Administrator / Board Secretary and Wastewater Operations Supervisor are removed and Appendix "A" of the District's Conflict of Interest Code is so amended. The revised Appendix "A" is attached hereto and made a part hereof. All designated positions shall file statements of economic interest in conformance with the disclosure categories applicable to said position. The disclosure categories are more particularly described in Appendix "B" to Ordinance 2000-79.

Section 2. All provisions of Ordinance 2000-79 are hereby declared applicable to the positions set forth in Appendix "A".

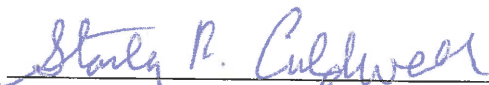
Section 3. Upon its adoption, the Board Secretary is directed to forward a certified copy of this Ordinance to the Clerk of the Board of Supervisors and the County Administrator of Contra Costa County.

Section 4. Except as amended herein, Ordinance 2000-79 remains in full force and effect.

Section 5. Copies of this Ordinance and General Regulation shall be entered in the Minutes of the District Board, posted by the Board Secretary in at least 3 public places in the District and published in accordance with California Health and Safety Code Section 6490. The effective date of the Ordinance and General Regulation shall be upon expiration of the week following publication and posting.

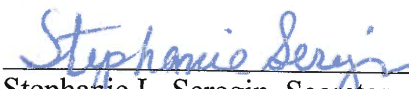
THE FOREGOING ORDINANCE was regularly moved, seconded, passed and adopted and ordered published in accordance with Health & Safety Code Section 6490 at a regular meeting of the District Board of Mt. View Sanitary District held on September 12, 2019, by the following vote:

AYES:	Directors Danley, Schaal, Vice President Pyka, and President Caldwell
NOES:	None
ABSENT:	Director Maggi
ABSTAIN:	None



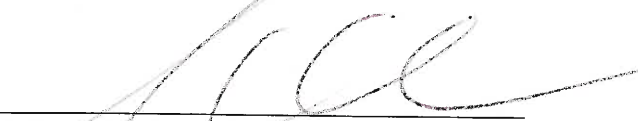
Stanley R. Caldwell, President
Mt. View Sanitary District

ATTEST:



Stephanie L. Seregin, Secretary Pro Tem

APPROVED AS TO FORM:



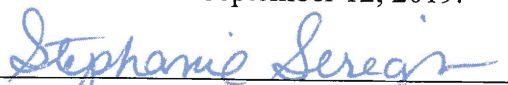
J. Daniel Adams, District Legal Counsel

APPROVED AS TO ADMINISTRATION



Neal B. Allen, District Manager

I hereby certify that the foregoing Ordinance was duly passed, enacted and ordered published and posted at a regular meeting of the Board of Directors of the Mt. View Sanitary District held on September 12, 2019.



Stephanie L. Seregin, Secretary Pro Tem

SECRETARY'S CERTIFICATE

I, Stephanie L. Seregin, Secretary Pro Tem to the Mt. View Sanitary District, do hereby certify as follows:

The foregoing is a full, true, and correct copy of an ordinance duly adopted at a regular meeting of the Board of Directors of said District, duly and regularly and legally held at the regular meeting place thereof on September 12, 2019, of which meeting all of the members of said Board had due notice and at which a majority thereof was present.

At said meeting said ordinance was upon motion duly seconded and adopted by the vote as therein set forth.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said ordinance is duly entered of record in the minutes and the foregoing is a full, true and correct copy of the original ordinance adopted at said meeting and entered in said minutes.

Said ordinance has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: 9/16/2019



STEPHANIE L. SEREGIN, SECRETARY PRO TEM
OF THE DISTRICT BOARD OF MT. VIEW SANITARY
DISTRICT, COUNTY OF CONTRA COSTA,
STATE OF CALIFORNIA

APPENDIX "A"
ORDINANCE NO. 2019-128
MVSD CONFLICT OF INTEREST CODE

<u>POSITION</u>	<u>DISCLOSURE CATEGORY</u>
(a) Administrative Services Manager	All categories
(b) Assistant District Manager	All categories
(c) Board Secretary/Executive Assistant	All categories
(d) Consultant*	All categories*
(e) Director (includes President and Vice President)	All categories
(f) District Assistant Legal Counsel	All categories
(g) District Biologist	All categories
(h) District Engineer	All categories
(i) District Legal Counsel	All categories
(j) District Manager	All categories
(k) Laboratory Analyst	Categories A, B, C & D
(l) Maintenance Scheduler/Planner	Categories A, B, C & D
(m) Wastewater Lead Operator	Categories A, B, C & D
(n) Wastewater Operations Manager/CPO	All categories

*The District Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The District Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

APPENDIX "A"
ORDINANCE NO. ~~2018-124~~ 2019 -
MVSD CONFLICT OF INTEREST CODE

<u>Position</u>	<u>Disclosure Category</u>
(a) Director (includes President and Vice President)	All categories
(b) District Manager	All categories
(c) Assistant District Manager	All categories
(d) Administrative Services Manager	All categories
(e) Office Administrator/Board Secretary	All categories
(f) District Engineer	All categories
(g) District Legal Counsel	All categories
(h) District Assistant Legal Counsel	All categories
(i) Wastewater Operations Supervisor	Categories A, B, C & D
(j) Consultant*	All categories*
(k) District Biologist	All categories
(l) Laboratory Analyst	Categories A, B, C & D
(m) Maintenance Scheduler/Planner	Categories A, B, C & D

<u>POSITION</u>	<u>DISCLOSURE CATEGORY</u>
(a) Administrative Services Manager	All categories
(b) Assistant District Manager	All categories
(c) Board Secretary / Executive Assistant	All categories
(d) Consultant*	All categories*
(e) Director (includes President and Vice President)	All categories
(f) District Assistant Legal Counsel	All categories
(g) District Biologist	All categories
(h) District Engineer	All categories
(i) District Legal Counsel	All categories

<u>(j) District Manager</u>	<u>All categories</u>
<u>(k) Laboratory Analyst</u>	<u>Categories A, B, C & D</u>
<u>(l) Maintenance Planner / Scheduler</u>	<u>Categories A, B, C & D</u>
<u>(m) Wastewater Lead Operator</u>	<u>Categories A, B, C & D</u>
<u>(n) Wastewater Operations Manager / CPO</u>	<u>All categories</u>

*The District Manager may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The District Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

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Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: November 5, 2019

Subject: Conflict of Interest Code for the West Contra Costa Unified School District

RECOMMENDATION(S):

APPROVE amended Conflict of Interest Code for the West Contra Costa Unified School District ("District"), including the list of designated positions.

FISCAL IMPACT:

None.

BACKGROUND:

The District has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5. The changes include an updated list of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure used by the District. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

Contact: Cynthia Schwerin, Deputy
County Counsel

By: June McHuen, Deputy

ATTACHMENTS

Exhibit A: District COI Code

Exhibit B: District COI Code

STRIKEOUT

West Contra Costa Unified School District

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Resolution Number: 52-1819

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the West Contra Costa Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the West Contra Costa Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the West Contra Costa Unified School District Governing Board adopt the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS 10th day of April, 2019 at a regular Board of Education meeting, by the following vote:

AYES: 5 NOES: 0 ABSENT: 0

Attest:


Secretary/President

Conflict of Interest Code of the
West Contra Costa Unified School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the Contra Costa County Board of Supervisors for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the Contra Costa County Board of Supervisors, the Board shall review the district's conflict of interest code in even-numbered years and submit any changes to the Contra Costa County Board of Supervisors or, if no changes is required, the Board shall submit a written statement of that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the Superintendent or designee shall provide officers, employees, consultants and members of the community adequate notice and a

fair opportunity to present their views. (Government Code 87311)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.
2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public

speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.

2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches

2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

If soliciting donated funds for a non-profit, charitable or other outside organizations, Board members shall not give the impression that donation of such funds will be taken into consideration in the award of contracts to individuals or businesses doing business or seeking to do business with the District.

Board members shall comply with all reporting requirements under the Political Reform Act.

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Bylaw WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: May 2, 2007 Richmond, California

revised: April 10, 2019

Exhibit

Appendix

E 9270

Board Bylaws

EXHIBIT "A"

WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT CONFLICT OF INTEREST CODE DESIGNATED POSITIONS AND DISCLOSURE REQUIREMENTS

1. Persons occupying the following positions are designated employees in Category 1:

Superintendent of Schools
Associate Superintendents
Assistant Superintendents
Chief Academic Officer
Chief Technology Officer
Director, Communication
Engineering Officer
Director, Internal Auditor
SELPA Director
Regional Superintendents
Purchasing Administrators
Executive Director General Services
Director, Food Services
Director, Fiscal Services.
Executive Director, Business Services
Director, Building and Maintenance
Director, Facilities Planning
1 Consultants

Designated persons in this category must report:

- a. Interest in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
 - (1) Are engaged in the acquisition or disposal of real property within the district;
 - (2) Are have work or contractors or subcontractors which are or been within the past two years engaged in or services of the type used by the district,

(3) Manufacture or sell supplies, books, machinery or equipment of the type used by this district.

1 Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the superintendent or designee. The superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

2. Persons occupying the following positions are designated employees in Category 2:

All Other Directors
All Other Executive Directors
All Other Managers
Business Application Analyst
IT Operations Manager
Senior Directors
Risk Manager
Administrator, Maintenance and Operations
Principal, Adult Continuing Education

Designated persons in this category must report investments or business positions in or income from sources which:

a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or

b. Manufacture or sell supplies, books, machinery, equipment of the type used by the department which the designated person manages or directs.

3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:

a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.

b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.

West Contra Costa USD
Board Bylaw
Conflict of Interest

BB 9270
Board Bylaws

The Governing Board desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

Incompatible Activities

~~Governing Board members shall not engage in any employment or activity which is inconsistent with, incompatible with, in conflict with or inimical to the Board member's duties as an officer of the district. (Government Code 1126).~~

Conflict of Interest Code

~~The district's conflict of interest code shall be comprised of the terms of 2CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with a district attachment specifying designated positions and the specific types of disclosure statements required for each position.~~

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the Contra Costa County Board of Supervisors for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the Contra Costa County Board of Supervisors, code reviewing body, the Board shall review the district's conflict of interest code in even-numbered years, and submit any changes to the ~~If no change in the code is required, the district shall submit by October 1 a written statement to that effect to the Contra Costa County Board of Supervisors code reviewing body~~ or, if no changes is required, the Board shall submit a written statement of that effect. ~~If a change in the code is necessitated by changed circumstances, the district shall submit an amended code to the code reviewing body.~~ (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated by due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments or revisions, the changed- amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing conflict of interest codes, the ~~district- Superintendent or designee~~ shall provide officers, employees, consultants and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

~~If a Board member or designated employee determines that he/she has a financial interest in a decision, as described in Government Code 87103, this determination shall be disclosed. The member shall be disqualified from voting unless his/her participation is legally required. (2 CCR 18700)~~

~~Statements of economic interests submitted to the district by designated employees in accordance with the conflict of interest code shall be available for public inspection and reproduction. (Government Code 81008)-~~

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18709)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position,

authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

~~Financial Interest~~ Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

~~Board members employees, or district consultants and designated employees shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members or designated employees. — on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)~~

~~A Board member shall not be considered to be financially interested in a contract if his/her interest includes, but is not limited to, any of the following: (Government Code 1091.5)~~

- ~~1. — That of an officer who is being reimbursed for his/her actual and necessary expenses incurred in the performance of an official duty~~
- ~~2. — That of a recipient of public services generally provided by the public body or board of which he/she is a member, on the same terms and conditions as if he or she were not a member of the board~~
- ~~3. — That of a landlord or tenant of the contracting party if such contracting party is the federal government or any federal department or agency, this state or an adjoining state, any department or agency of this state or an adjoining state, any county or city of this state or an adjoining state, or any public corporation or special, judicial or other public district of this state or an adjoining state unless the subject matter of such contract is the property in which such officer or employee has such interest as landlord or tenant in which even his/her interest shall be deemed a remote interest within the meaning of, and subject to, the provisions of Government Code 1091~~
- ~~4. — That of a spouse of an officer or employee of the district if his/her spouse's employment or officeholding has existed for at least one year prior to his/her election or appointment~~
- ~~5. — That of a nonsalaried member of a nonprofit corporation, provided that such interest is disclosed to the Board at the time of the first consideration of the contract, and provided further that such interest is noted in its official records~~
- ~~6. — That of a nonecompensated officer of a nonprofit, tax-exempt corporation which, as one of its primary purposes, supports the functions of the nonprofit board or to which the school Board has a legal obligation to give particular consideration, and provided further that such interest is noted in its official records~~
- ~~7. — That of a person receiving salary, per diem, or reimbursement for expenses from a governmental entity, unless the contract directly involves the department of the government entity that employs the officer or employee, provided that such interest is disclosed to the Board at the time of consideration of the contract, and provided further that such interest is noted in its official records~~
- ~~8. — That of an attorney of the contracting party or that of an owner, officer, employee or~~

~~agent of a firm which renders, or has rendered, service to the contracting party in the capacity of stockbroker, insurance agent, insurance broker, real estate agent, or real estate broker, if these individuals have not received and will not receive remuneration, consideration, or a commission as a result of the contract and if these individuals have an ownership interest of less than 10 percent in the law practice or firm, stock brokerage firm, insurance firm or real estate firm~~

~~In addition, a Board member or employee shall not be deemed to be interested in a contract made pursuant to competitive bidding under a procedure established by law if his/her sole interest is that of an officer, director, or employee of a bank or savings and loan association with which a party to the contract has the relationship of borrower or depositor, debtor or creditor. (Government Code 1091.5)~~

~~A Board member shall not be deemed considered to be financially interested in a contract if in which he/she has only a "remote interest," in the contract and as specified in Government Code 1091, if the remote interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract. Remote interests are specified in Government Code 1091(b); they include, but are not limited to, the interest of a parent in the earnings of his/her minor child. (Government Code 1091)~~

~~A Board member may enter into a contract if the rule of necessity or legally required participation applies as defined in Government Code 87101.~~

~~Even if there is no prohibited or remote interest, a Board member shall abstain from voting on personnel matters that uniquely affect a relative of the Board member. A Board member may vote, however, on collective bargaining agreements and personnel matters that affect a class of employees to which the relative belongs. "Relative" means an adult who is related to the person by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)~~

~~A relationship within the third degree includes the individual's parents, grandparents and great grandparents, children, grandchildren and great grandchildren, brothers, sisters, aunts and uncles, nieces and nephews, and the similar family of the individual's spouse unless the individual is widowed or divorced.~~

~~Disqualification for Board Members Who Manage Public Investments~~

~~A Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following:~~

- ~~1. Publicly identify the financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact street address of a residence is not required. (Government Code 87105)~~
- ~~2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in~~

~~violation of Government Code 87100. This Board member shall not be counted toward achieving a quorum while the item is discussed. (Government Code 87105; 2 CCR 18702.5)~~

3. ~~Leave the room until after the discussion, vote and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters. (Government Code 87105)~~

~~If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during the consent calendar. (2 CCR 18702.5)~~

~~The Board member may speak on the issue during the time that the general public speaks on the issue. The Board member shall recuse himself/herself from voting on the matter and leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion of the matter with members of the public. (Government Code 87105; 2 CCR 18702.5)~~

~~If the Board's decision is made during closed session, the public identification may be made orally during the open session before the Board goes into closed session and shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. The Board member shall not be present when the decision is considered in closed session or knowingly obtain or review a recording or any other non-public information regarding the Board's decision. (2 CCR 18702.5)~~

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099.1126)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitations on gifts do not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the ~~prevailing gift limitation except as described in Government Code 89506.~~ current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering, ~~in accordance with law.~~ (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade or profession unless the sole or predominant activity of the business, trade or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

If soliciting donated funds for a non-profit, charitable or other outside organizations, Board members shall not give the impression that donation of such funds will be taken into consideration in the award of contracts to individuals or businesses doing business or seeking to do business with the District.

Board members shall comply with all reporting requirements under the Political Reform Act.

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

~~35239 Compensation for board members in districts under 70 ADA~~

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1098 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91015 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition of designated employee

82028 Definition of gifts

82030 Definition of income

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code

87500 Statements of economic interests

89501-89503 Honoraria and gifts

91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

~~18702.5 Public identification of a conflict of interest for Section 87200 filers~~

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18750.1-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th. 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members. Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>

Institute of Local Government: <http://www.ca-ilg.org>

Policy WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT

adopted: May 2, 2007 Richmond, California

revised:

West Contra Costa Unified School District

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

Resolution Number: 52-1819

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Governing Board of the West Contra Costa Unified School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the West Contra Costa Unified School District has recently reviewed its positions, and the duties of each position, and has determined that changes to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the West Contra Costa Unified School District Governing Board adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

PASSED AND ADOPTED THIS ____ day of _____, 2019 at a regular Board of Education a meeting, by the following vote:

AYES: _____ NOES: _____ ABSENT: _____

Attest:

Secretary/President

Conflict of Interest Code of the

West Contra Costa Unified School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

APPENDIX
EXHIBIT "A"

West Contra Costa Unified School District Conflict of Interest Code
Designated Positions and Disclosure Requirements

1. Persons occupying the following positions are designated employees in Category 1:

Superintendent of Schools
Associate Superintendents
Assistant Superintendents
Chief Academic Officer
Chief Technology Officer
Director, Communication
Engineering Officer
Director, Internal Auditor
SELPA Director
Regional Superintendents
Purchasing Administrators
Executive Director General Services
Director, Food Services Administrator
Director, Fiscal Services
Executive Director, Business Services
Director, Building and Maintenance
Director, Facilities Planning
1 Consultants

Designated persons in this category must report:

- a. Interest in real property located entirely or partly within district boundaries, or within two miles of district boundaries or of any land owned or used by the district. Such interests include any leasehold, beneficial, or ownership interest or option to acquire such interest in real property.
- b. Investments or business positions in or income from sources which:
- (1) Are engaged in the acquisition or disposal of real property within the district;
 - (2) Are have work or contractors or subcontractors which are or been within the past two years engaged in or services of the type used by the district,

- (3) Manufacture or sell supplies, books, machinery or equipment of the type used by this district.

1 Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the superintendent or designee. The superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

2. Persons occupying the following positions are designated employees in Category 2:

All Other Directors
All Other Executive Directors
All Other Managers
Business Application Analyst
IT Operations Manager
Senior Directors
Risk Manager
Administrator, Maintenance and Operations
Principal, Adult Continuing Education

Designated persons in this category must report investments or business positions in or income from sources which:

- a. Are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs, or
 - b. Manufacture or sell supplies, books, machinery, equipment of the type used by the department which the designated person manages or directs.
3. Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:
- a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments, business positions, and sources of income, including gifts, loans, and travel payments.
-

~~Note: It has been determined that the positions listed below manage public investments and will file a statement of economic interests pursuant to Government Code section 87200 et seq.:~~

~~_____ Members of the Board of Education~~



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: November 5, 2019

Subject: Conflict of Interest Code for the Orinda Union School District

RECOMMENDATION(S):

APPROVE amended Conflict of Interest Code for the Orinda Union School District ("District").

FISCAL IMPACT:

None.

BACKGROUND:

The District has amended its Conflict of Interest Code and submitted the revised Code, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5. The changes include changes to the disclosure categories, and the addition and deletion of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A strike-out version of the Conflict of Interest Code is attached as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

Contact: Cynthia Schwerin, Deputy
County Counsel

By: June McHuen, Deputy

ATTACHMENTS

Exhibit A: COI Code

Exhibit B: COI Code

STRIKEOUT

Orinda Union SD

Exhibit

Conflict Of Interest

E 9270

Board Bylaws

RESOLUTION ADOPTING A CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act, Government Code 87300-87313, requires each public agency in California to adopt a conflict of interest code; and

WHEREAS, the Board of Trustees of the Orinda Union School District has previously adopted a local conflict of interest code; and

WHEREAS, past and future amendments to the Political Reform Act and implementing regulations may require conforming amendments to be made to the district's conflict of interest code; and

WHEREAS, a regulation adopted by the Fair Political Practices Commission, 2 CCR 18730, provides that incorporation by reference of the terms of that regulation, along with an agency-specific appendix designating positions and disclosure categories shall constitute the adoption and amendment of a conflict of interest code in conformance with Government Code 87300 and 87306; and

WHEREAS, the Orinda Union School District has recently reviewed its positions, and the duties of each position, and has determined that (changes/no changes) to the current conflict of interest code are necessary; and

WHEREAS, any earlier resolutions, bylaws, and/or appendices containing the district's conflict of interest code shall be rescinded and superseded by this resolution and Appendix; and

NOW THEREFORE BE IT RESOLVED that the Orinda Union School District Board of Trustees adopts the following Conflict of Interest Code including its Appendix of Designated Employees and Disclosure Categories.

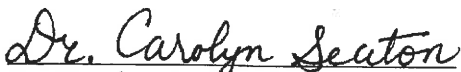
PASSED AND ADOPTED THIS 12th day of August, 2019, at a meeting, by the following vote:

AYES: BROWN, DAOUST, HOXIE, KAUNE, WEINER

NOES: NONE

ABSENT: NONE

Attest:


Dr. Carolyn Seaton, Secretary

Conflict of Interest Code of the Orinda Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Board of Trustees members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.

Designated Position and Disclosure Category

Board of Trustees - 1
Superintendent of Schools -1
Director - 2
Principal – 2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)

Orinda Union SD

Board Bylaw

Conflict Of Interest

BB 9270

Board Bylaws

The Board of Trustees desires to maintain the highest ethical standards and help ensure that decisions are made in the best interest of the district and the public. Accordingly, no Board member, district employee, or other person in a designated position shall participate in the making of any decision for the district when the decision will or may be affected by his/her financial, family, or other personal interest or consideration.

(cf. 9005 - Governance Standards)

Even if a prohibited conflict of interest does not exist, a Board member shall abstain from voting on personnel matters that uniquely affect his/her relatives. However, a Board member may vote on collective bargaining agreements and personnel matters that affect a class of employees to which his/her relative belongs. Relative means an adult who is related to the Board member by blood or affinity within the third degree, as determined by the common law, or an individual in an adoptive relationship within the third degree. (Education Code 35107)

A relationship within the third degree includes an individual's parents, grandparents, great-grandparents, children, grandchildren, great-grandchildren, brothers, sisters, aunts, uncles, nieces, nephews, and the similar family of the individual's spouse/registered domestic partner unless the individual is widowed or divorced.

The Board shall adopt for the district a conflict of interest code that incorporates the provisions of 2 CCR 18730 by reference, specifies the district's designated positions, and provides the disclosure categories required for each position. The conflict of interest code shall be submitted to the district's code reviewing body for approval, in accordance with Government Code 87303 and within the deadline for submission established by the code reviewing body. (Government Code 87303)

Upon direction by the code reviewing body, the Board shall review the district's conflict of interest code and submit any changes to the code reviewing body or, if no change is required, the Board shall submit a written statement to that effect. (Government Code 87306.5)

When a change in the district's conflict of interest code is necessitated due to changed circumstances, such as the creation of new designated positions, changes to the duties assigned to existing positions, amendments, or revisions, the amended code shall be submitted to the code reviewing body within 90 days after the changed circumstances necessitating the amendments have become apparent. (Government Code 87306)

When reviewing and preparing the district's conflict of interest code, the Superintendent or designee shall provide officers, employees, consultants, and members of the community adequate notice and a fair opportunity to present their views. (Government Code 87311)

(cf. 9320 - Meetings and Notices)

Board members and designated employees shall annually file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories specified in the district's conflict of interest code. A Board member who leaves office or a designated employee who leaves district employment shall, within 30 days, file a revised statement covering the period of time between the closing date of the last required statement and the date of leaving office or district employment. (Government Code 87302, 87302.6)

(cf. 4117.2/4217.2/4317.2 - Resignation)

(cf. 9222 - Resignation)

Conflict of Interest under the Political Reform Act

A Board member, designated employee, or other person in a designated position shall not make, participate in making, or in any way use or attempt to use his/her official position to influence a governmental decision in which he/she knows or has reason to know that he/she has a disqualifying conflict of interest. A disqualifying conflict of interest exists if the decision will have a "reasonably foreseeable material financial effect," which is distinguishable from the effect on the public generally, on the Board member, designated employee, or other person in a designated position, his/her immediate family, or any financial interest described in 2 CCR 18700. (Government Code 87100, 87101, 87103; 2 CCR 18700-18707)

A Board member, designated employee, or other person in a designated position makes a governmental decision when he/she, acting within the authority of his/her office or position, authorizes or directs any action on a matter, votes or provides information or opinion on it, contacts or appears before a district official for the purpose of affecting the decision, or takes any other action specified in 2 CCR 18704.

However, a Board member shall participate in the making of a contract in which he/she has a financial interest if his/her participation is required by the rule of necessity or legally required participation pursuant to Government Code 87101 and 2 CCR 18705.

Additional Requirements for Boards that Manage Public Investments

Any Board member who manages public investments pursuant to Government Code 87200 and who has a financial interest in a decision shall, upon identifying a conflict or potential conflict of interest and immediately prior to the consideration of the matter, do all of the following: (Government Code 87105; 2 CCR 18707)

1. Publicly identify each financial interest that gives rise to the conflict or potential conflict of interest in detail sufficient to be understood by the public, except that disclosure of the exact

street address of a residence is not required.

2. Recuse himself/herself from discussing and voting on the matter, or otherwise acting in violation of Government Code 87100. The Board member shall not be counted toward achieving a quorum while the item is discussed.

However, the Board member may speak on the issue during the time that the general public speaks on it and may leave the dais to speak from the same area as members of the public. He/she may listen to the public discussion and deliberations of the matter with members of the public.

3. Leave the room until after the discussion, vote, and any other disposition of the matter is concluded, unless the matter has been placed on the portion of the agenda reserved for uncontested matters.

If the item is on the consent calendar, the Board member must recuse himself/herself from discussing or voting on that matter, but the Board member is not required to leave the room during consideration of the consent calendar.

4. If the Board's decision is made during closed session, disclose his/her interest orally during the open session preceding the closed session. This disclosure shall be limited to a declaration that his/her recusal is because of a conflict of interest pursuant to Government Code 87100. He/she shall not be present when the item is considered in closed session and shall not knowingly obtain or review a recording or any other nonpublic information regarding the Board's decision.

(cf. 3430 - Investing)

(cf. 9321 - Closed Session Purposes and Agendas)

(cf. 9321.1 - Closed Session Actions and Reports)

Conflict of Interest under Government Code 1090 - Financial Interest in a Contract

Board members, employees, or district consultants shall not be financially interested in any contract made by the Board on behalf of the district, including in the development, preliminary discussions, negotiations, compromises, planning, reasoning, and specifications and solicitations for bids. If a Board member has such a financial interest in a contract made by the Board, the contract is void. (Government Code 1090)

A Board member shall not be considered to be financially interested in a contract in which he/she has only a "remote interest," as specified in Government Code 1091, if the interest is disclosed during a Board meeting and noted in the official Board minutes. The affected Board member shall not vote or debate on the matter or attempt to influence any other Board member or district official to enter into the contract. (Government Code 1091)

In addition, a Board member shall not be considered to be financially interested in a contract in which his/her interest is a "noninterest" as defined in Government Code 1091.5. Noninterest

includes a Board member's interest in being reimbursed for his/her actual and necessary expenses incurred in the performance of his/her official duties, in the employment of his/her spouse/registered domestic partner who has been a district employee for at least one year prior to the Board member's election or appointment, or in any other applicable circumstance specified in Government Code 1091.5.

Common Law Doctrine Against Conflict of Interest

A Board member shall abstain from any official action in which his/her private or personal interest may conflict with his/her official duties.

Incompatible Offices and Activities

Board members shall not engage in any employment or activity or hold any office which is inconsistent with, incompatible with, in conflict with, or inimical to the Board member's duties as an officer of the district. (Government Code 1099, 1126)

(cf. 4136/4236/4336 - Nonschool Employment)

Gifts

Board members and designated employees may accept gifts only under the conditions and limitations specified in Government Code 89503 and 2 CCR 18730.

The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays, and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. (Government Code 89503)

In addition, the limitation on gifts does not apply to informational materials such as books, reports, pamphlets, calendars, and periodicals. (Government Code 82028)

Gifts of travel and related lodging and subsistence shall be subject to the current gift limitation, except when: (Government Code 89506)

1. The travel is in connection with a speech given by a Board member or designated employee, provided the lodging and subsistence expenses are limited to the day immediately preceding, the day of, and the day immediately following the speech and the travel is within the United States.
2. The travel is provided by a person or agency specified in Government Code 89506, including a government, governmental agency or authority, bona fide public or private educational institution, as defined in Revenue and Taxation Code 203, or nonprofit organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code.

Gifts of travel exempted from the gift limitation, as described in items #1 and 2 above, shall nevertheless be reportable on the recipient's Statement of Economic Interest/Form 700 as

required by law.

A gift of travel does not include travel provided by the district for Board members and designated employees. (Government Code 89506)

Honoraria

Board members and designated employees shall not accept any honorarium, which is defined as any payment made in consideration for any speech given, article published, or attendance at any public or private conference, convention, meeting, social event, meal, or like gathering. (Government Code 89501, 89502)

The term honorarium does not include: (Government Code 89501)

1. Earned income for personal services customarily provided in connection with a bona fide business, trade, or profession, unless the sole or predominant activity of the business, trade, or profession is making speeches
2. Any honorarium which is not used and, within 30 days after receipt, is either returned to the donor or delivered to the district for donation into the general fund without being claimed as a deduction from income for tax purposes

Legal Reference:

EDUCATION CODE

1006 Qualifications for holding office

35107 School district employees

35230-35240 Corrupt practices, especially:

35233 Prohibitions applicable to members of governing boards

41000-41003 Moneys received by school districts

41015 Investments

FAMILY CODE

297.5 Rights, protections, and benefits of registered domestic partners

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

1125-1129 Incompatible activities

81000-91014 Political Reform Act of 1974, especially:

82011 Code reviewing body

82019 Definition, designated employee

82028 Definition, gift

82030 Definition, income

82033 Definition, interest in real property

82034 Definition, investment

87100-87103.6 General prohibitions

87200-87210 Disclosure

87300-87313 Conflict of interest code
87500 Statements of economic interests
89501-89503 Honoraria and gifts
89506 Ethics; travel
91000-91014 Enforcement

PENAL CODE

85-88 Bribes

REVENUE AND TAXATION CODE

203 Taxable and exempt property - colleges

CODE OF REGULATIONS, TITLE 2

18110-18997 Regulations of the Fair Political Practices Commission, especially:

18700-18707 General prohibitions

18722-18740 Disclosure of interests

18753-18756 Conflict of interest codes

COURT DECISIONS

McGee v. Balfour Beatty Construction, LLC, et al. (4/12/16, No. B262850)

Davis v. Fresno Unified School District (2015) 237 Cal.App.4th 261

Klistoff v. Superior Court, (2007) 157 Cal.App.4th 469

Thorpe v. Long Beach Community College District, (2000) 83 Cal.App.4th 655

Kunec v. Brea Redevelopment Agency, (1997) 55 Cal.App.4th 511

ATTORNEY GENERAL OPINIONS

92 Ops.Cal.Atty.Gen. 26 (2009)

92 Ops.Cal.Atty.Gen. 19 (2009)

89 Ops.Cal.Atty.Gen. 217 (2006)

86 Ops.Cal.Atty.Gen. 138(2003)

85 Ops.Cal.Atty.Gen. 60 (2002)

82 Ops.Cal.Atty.Gen. 83 (1999)

81 Ops.Cal.Atty.Gen. 327 (1998)

80 Ops.Cal.Atty.Gen. 320 (1997)

69 Ops.Cal.Atty.Gen. 255 (1986)

68 Ops.Cal.Atty.Gen. 171 (1985)

65 Ops.Cal.Atty.Gen. 606 (1982)

63 Ops.Cal.Atty.Gen. 868 (1980)

Management Resources:

CSBA PUBLICATIONS

Conflict of Interest: Overview of Key Issues for Governing Board Members, Fact Sheet, July 2010

FAIR POLITICAL PRACTICES COMMISSION PUBLICATIONS

Can I Vote? A Basic Overview of Public Officials' Obligations Under the Conflict-of-Interest Rules, 2005

INSTITUTE FOR LOCAL GOVERNMENT PUBLICATIONS

Understanding the Basics of Public Service Ethics: Personal Financial Gain Laws, 2009

Understanding the Basics of Public Service Ethics: Transparency Laws, 2009

WEB SITES

CSBA: <http://www.csba.org>

Fair Political Practices Commission: <http://www.fppc.ca.gov>
Institute of Local Government: <http://www.ca-ilg.org>

Bylaw ORINDA UNION SCHOOL DISTRICT
adopted: March 11, 2019 Orinda, California

Conflict of Interest Code of the Orinda Union School District

The provisions of 2 CCR 18730 and any amendments to it adopted by the Fair Political Practices Commission, together with the attached Appendix specifying designated positions and disclosure categories, are incorporated by reference and shall constitute the district's conflict of interest code.

Governing Board members and designated employees shall file a Statement of Economic Interest/Form 700 in accordance with the disclosure categories listed in the attached Appendix. The Statement of Economic Interest shall be filed with the district's filing officer and/or, if so required, with the district's code reviewing body. The district's filing officer shall make the statements available for public review and inspection.

APPENDIX

Disclosure Categories

1. Category 1: A person designated Category 1 shall disclose:
 - a. Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.
 - b. Investments or business positions in or income from sources which are engaged in the acquisition or disposal of real property within the district, are contractors or subcontractors which are or have been within the past two years engaged in work or services of the type used by the district, or manufacture or sell supplies, books, machinery, or equipment of the type used by the district.
2. Category 2: A person designated Category 2 shall disclose:
 - a. Investments or business positions in or income from sources which are contractors or subcontractors engaged in work or services of the type used by the department which the designated person manages or directs.
 - b. Investments or business positions in or income from sources which manufacture or sell supplies, books, machinery, or equipment of the type used by the department which the designated person manages or directs. For the purposes of this category, a principal's department is his/her entire school.
3. ~~Full Disclosure: Because it has been determined that the district's Board members and/or Superintendent "manage public investments," they and other persons designated for "full disclosure" shall disclose, in accordance with Government Code 87200:~~
 - a. ~~Interests in real property located entirely or partly within district boundaries, or within two miles of district boundaries, or of any land owned or used by the district.~~
 - b. ~~Investments, business positions, and sources of income, including gifts, loans, and travel payments.~~

Designated Position and Disclosure Category

Board of Trustees - ~~Full Disclosure~~ 1

Superintendent of Schools - ~~Full Disclosure~~ 1

~~Director, Business Services~~ - 1

Director - 2

Principal - 2

~~Associate Principal~~ - 2

~~Maintenance and Operations Director~~ - 2

~~Dean of Students~~ - 2

Disclosures for Consultants

Consultants are designated employees who must disclose financial interests as determined on a case-by-case basis by the Superintendent or designee. The Superintendent or designee's written determination shall include a description of the consultant's duties and a statement of the extent of disclosure requirements based upon that description. All such determinations are public records and shall be retained for public inspection along with this conflict of interest code.

A consultant is an individual who, pursuant to a contract with the district, makes a governmental decision whether to: (2 CCR 18700.3)

1. Approve a rate, rule, or regulation
2. Adopt or enforce a law
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement
4. Authorize the district to enter into, modify, or renew a contract that requires district approval
5. Grant district approval to a contract that requires district approval and in which the district is a party, or to the specifications for such a contract
6. Grant district approval to a plan, design, report, study, or similar item
7. Adopt or grant district approval of district policies, standards, or guidelines

A consultant is also an individual who, pursuant to a contract with the district, serves in a staff capacity with the district and in that capacity participates in making a governmental decision as defined in 2 CCR 18704, subsections (a) and (b), or performs the same or substantially all the same duties for the district that would otherwise be performed by an individual holding a position specified in the district's conflict of interest code. (2 CCR 18700.3)



**Contra
Costa
County**

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: November 5, 2019

Subject: Refer to the Industrial Safety Ordinance Ad Hoc Committee the issue of whether to extend The Industrial Safety Ordinance to Storage Tank Facilities

RECOMMENDATION(S):

Refer to the Industrial Safety Ordinance Ad Hoc Committee of Supervisors John Gioia and Federal Glover the issue of existing regulatory oversight over storage tank farms and whether provisions of the Industrial Safety Ordinance should be extended to storage tank farms.

FISCAL IMPACT:

None

BACKGROUND:

On October 15, 2019, an explosion and fire occurred at the NuStar Energy facility in the Selby/Crockett area. Two storage tanks containing ethanol burned along with jet fuel and diesel in adjacent pipelines. There are extensive procedures in place under the County's Industrial Safety Ordinance to improve safety and minimize risk at the four oil refineries and two chemical plants in Contra Costa County. According to permit records of the Bay Area Air Quality Management District, there are 16 storage tank facilities in Contra Costa County and these facilities are not currently covered by the Industrial Safety Ordinance. The committee will explore whether extending the Industrial Safety Ordinance to these facilities will improve safety and reduce risk of industrial accidents at these facilities.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: James Lyons,
510-231-8692

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 5, 2019

Subject: Approving Transfer of Ownership of Del Norte Place Apartments in El Cerrito (pursuant to Regulatory Agreement)

RECOMMENDATION(S):

ADOPT Resolution No. 2019/625 approving the transfer of ownership of Del Norte Place, a 200-unit residential rental project including 80 affordable units located in the City of El Cerrito, that was funded by County-issued multifamily housing revenue bonds in 1994, including:

- 1) authorizing execution of the Assignment, Assumption, Consent and Release Agreement (form attached);
- 2) approving Quint & Thimmig as Bond Counsel; and
- 3) approving any other actions necessary in order to consummate the sale and transfer of the project.

FISCAL IMPACT:

No fiscal impact. The new owner will continue operating the project in compliance with the existing Regulatory Agreement, including payment of annual issuer fees to cover staff costs associated with monitoring the project for compliance with affordability requirements.

BACKGROUND:

In April of 1994, the County issued Variable Rate Demand Multifamily Housing Revenue Bonds 1994 Series A (GNMA Collateralized – Del Norte Place Apartments) and the proceeds of the bonds were used to provide financing for Del Norte Place Apartments, a 135 unit residential rental project located in El Cerrito (the "Project") with 27 units reserved for very low-income households earning at or below 50% of

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Kristen Lackey (925)
674-7888

cc:

BACKGROUND: (CONT'D)

the area median income. The County entered into a Regulatory Agreement with Del Norte Place, a California Limited Partnership, to maintain the project's affordability for a term of 30 years.

In October of 2003, the Project was sold to Fairfield Del Norte LLC and the affordability term was extended by ten years to 2042. In 2007, the Project was purchased by MG Garden View Apartments L.P., Rancho Pointe Apartments L.P. and Malibu Terrace Apartments L.P. (the "Current Owners"), the bonds were defeased and the Regulatory Agreement was assigned to the Current Owner. At that time, MG Properties Group became the property manager of the Project. The Current Owners now wish to sell the Project to Del Norte Place Apartments L.P., a limited partnership owned 95% by Aegon Workforce Housing Fund 3 and 5% by Mark Gleiberman, the president of the general partner of each of the tenant-in-common owners of the Current Owner. The new ownership entity will invest approximately \$1.5 million in property improvements and upgrade units as they become vacant. MG Properties Group will continue as the property manager of the Project.

Aegon Workforce Housing Fund 3 is an affiliate of Aegon, a real estate investment company with over 568 Low Income Housing Tax Credit (LIHTC) projects throughout the U.S. Within the Bay Area, Aegon has investment in 31 LIHTC developments. MG Properties Group was established in 1992 and currently manages over 20,000 apartments in California, Washington, Oregon, Nevada and Arizona. They have managed Del Norte Place for the past 12 years, and are in compliance with the Regulatory Agreement.

This action is to approve the sale and transfer of the Project from the Current Owner to the New Owner, including the execution of an Assignment, Assumption, Consent and Release Agreement (form attached) that transfers the Regulatory Agreement to the New Owner. The action also approves the services of our bond counsel, Quint & Thimmig. Quint & Thimmig have served as bond counsel for the County's Multifamily Housing Revenue Bond Program since 2011.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Del Norte Place Apartments would not be able to be sold to Del Norte Place Apartments, L.P.

AGENDA ATTACHMENTS

Resolution 2019/625

Del Norte Assignment and Assumption

MINUTES ATTACHMENTS

Signed Resolution No. 2019/625

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/625

Resolution Approving Transfer of Ownership of Del Norte Apartments.

WHEREAS, in April of 1994, the County of Contra Costa (the "County") issued its Variable Rate Demand Multifamily Housing Revenue Refunding Bonds, 1994 Series A (GNMA Collateralized – Del Norte Place Apartments) (the "1994 Bonds"), and the proceeds of the 1994 Bonds were used to provide financing for the Del Norte Apartments, located in the City of El Cerrito (the "Project"); and

WHEREAS, in connection with the issuance of the 1994 Bonds, Del Norte Place, a California limited partnership, the then owner of the Project (the "Original Owner"), the Bank of America National Trust and Savings Association, the then trustee for the 1994 Bonds (the "Original Trustee"), and the County entered into an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of April 1, 1994 (as amended by the First Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of October 1, 2003, among the County, Fairfield Del Norte LLC ("Fairfield"), the owner of the Project as of such date, and U.S Bank National Association, as successor to the Original Trustee, as trustee, the "1994 Bond Document"); and

WHEREAS, in November of 2007, MG Garden View Apartments L.P., Rancho Pointe Apartments L.P. and Malibu Terrace Apartments L.P., each, a California limited partnership, the current owners of the Project (collectively, the "Current Owners") acquired the Project from Fairfield, which had acquired the Project from the Original Owner; and

WHEREAS, the 1994 Bonds were fully redeemed in 2007; and

WHEREAS, the Current Owners now desire to sell the Project to Del Norte Place Apartments L.P., a Delaware limited partnership (the "New Owner"), and the 1994 Bond Document requires the prior written consent of the County to such transfer after the submission of certain documents to the County specified in the 1994 Bond Document; and

WHEREAS, representatives of the New Owner have provided information relative to the experience of the New Owner in respect of the ownership and operation of multifamily rental housing facilities similar to the Project, and have submitted to the County drafts of an Assignment and Assumption of Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the "Assignment Agreement") and an opinion of counsel to the New Owner (the "Opinion"), as required by the 1994 Bond Document; and

WHEREAS, Department of Conservation and Development Staff have reviewed the information and documents provided on behalf of the New Owner, and have confirmed that the New Owner has experience in the ownership of multifamily rental housing facilities and that the Assignment Agreement and Opinion conform to the requirements of the 1994 Bond Document; and

WHEREAS, the Current Owners have agreed to pay all costs of the County in connection with the County's approval of the transfer of ownership of the Project; and

WHEREAS, the Board of Supervisors now desires to approve the sale and transfer of the ownership of the Project to the New Owner and to authorize the execution of documents related to such transfer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, as follow:

Section 1. The Board of Supervisors hereby approves the sale and transfer of the Project from the Current Owners to the New Owner, subject to the receipt by the Affordable Housing Program Manager of an Assignment Agreement executed by the parties thereto, an executed Opinion and an opinion of Bond Counsel as referenced in Section 13 of the 1994 Bond Document. The Director of the Department of Conservation and Development is hereby authorized and directed to execute and deliver the Assignment Agreement in the form on file with the Clerk of the Board, together with such changes as shall be approved by such officer, and the execution and delivery by the Director of the Department of Conservation and Development of the Assignment Agreement shall be conclusive evidence of the approval by the County of the sale and transfer of the Project to the New Owner.

Section 2. Quint & Thimmig LLP is hereby approved as Bond Counsel to the County with respect to the transfer of ownership of the Project; provided that the fees and expenses of Bond Counsel shall be paid by the Current Owners.

Section 3. All actions heretofore taken by the officers and agents of the County with respect to the transfer of ownership of the Project as described in this Resolution are hereby approved, confirmed and ratified, and the proper officers of the County 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 transfer of the Project to the New Owner.

Section 4. This Resolution shall take effect immediately 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: Kristen Lackey (925) 674-7888

ATTESTED: November 5, 2019

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 11/05/2019 by the following vote:

AYE: ☒ 5 **John Gioia**
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐ /

ABSENT: ☐ /

ABSTAIN: ☐ /

RECUSE: ☐ /



Resolution No. 2019/625

Resolution Approving Transfer of Ownership of Del Norte Apartments.

WHEREAS, in April of 1994, the County of Contra Costa (the "County") issued its Variable Rate Demand Multifamily Housing Revenue Refunding Bonds, 1994 Series A (GNMA Collateralized – Del Norte Place Apartments) (the "1994 Bonds"), and the proceeds of the 1994 Bonds were used to provide financing for the Del Norte Apartments, located in the City of El Cerrito (the "Project"); and

WHEREAS, in connection with the issuance of the 1994 Bonds, Del Norte Place, a California limited partnership, the then owner of the Project (the "Original Owner"), the Bank of America National Trust and Savings Association, the then trustee for the 1994 Bonds (the "Original Trustee"), and the County entered into an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of April 1, 1994 (as amended by the First Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants, dated as of October 1, 2003, among the County, Fairfield Del Norte LLC ("Fairfield"), the owner of the Project as of such date, and U.S Bank National Association, as successor to the Original Trustee, as trustee, the "1994 Bond Document"); and

WHEREAS, in November of 2007, MG Garden View Apartments L.P., Rancho Pointe Apartments L.P. and Malibu Terrace Apartments L.P., each, a California limited partnership, the current owners of the Project (collectively, the "Current Owners") acquired the Project from Fairfield, which had acquired the Project from the Original Owner; and

WHEREAS, the 1994 Bonds were fully redeemed in 2007; and

WHEREAS, the Current Owners now desire to sell the Project to Del Norte Place Apartments L.P., a Delaware limited partnership (the "New Owner"), and the 1994 Bond Document requires the prior written consent of the County to such transfer after the submission of certain documents to the County specified in the 1994 Bond Document; and

WHEREAS, representatives of the New Owner have provided information relative to the experience of the New Owner in respect of the ownership and operation of multifamily rental housing facilities similar to the Project, and have submitted to the County drafts of an Assignment and Assumption of Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants (the "Assignment Agreement") and an opinion of counsel to the New Owner (the "Opinion"), as required by the 1994 Bond Document; and

WHEREAS, Department of Conservation and Development Staff have reviewed the information and documents provided on behalf of the New Owner, and have confirmed that the New Owner has experience in the ownership of multifamily rental housing facilities and that the Assignment Agreement and Opinion conform to the requirements of the 1994 Bond Document; and

WHEREAS, the Current Owners have agreed to pay all costs of the County in connection with the County's approval of the transfer of ownership of the Project; and

WHEREAS, the Board of Supervisors now desires to approve the sale and transfer of the ownership of the Project to the New Owner and to authorize the execution of documents related to such transfer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, as follow:

Section 1. The Board of Supervisors hereby approves the sale and transfer of the Project from the Current Owners to the New Owner, subject to the receipt by the Affordable Housing Program Manager of an Assignment Agreement executed by the parties thereto, an executed Opinion and an opinion of Bond Counsel as referenced in Section 13 of the 1994 Bond Document. The Director of the Department of Conservation and Development is hereby authorized and directed to execute and deliver the Assignment Agreement in the form on file with the Clerk of the Board, together with such changes as shall be approved by such officer, and the execution and delivery by the Director of the Department of Conservation and Development of the Assignment Agreement shall be conclusive evidence of the approval by the County of the sale and transfer of the Project to the New Owner.

Section 2. Quint & Thimmig LLP is hereby approved as Bond Counsel to the County with respect to the transfer of ownership of the Project; provided that the fees and expenses of Bond Counsel shall be paid by the Current Owners.

Section 3. All actions heretofore taken by the officers and agents of the County with respect to the transfer of ownership of the Project as described in this Resolution are hereby approved, confirmed and ratified, and the proper officers of the County 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 transfer of the Project to the New Owner.

Section 4. This Resolution shall take effect immediately 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: Kristen Lackey (925) 674-7888

ATTESTED: November 5, 2019

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

By: June McHuen, Deputy



cc:

**RECORDING REQUESTED BY
AND WHEN RECORDED,
MAIL THIS DOCUMENT TO:**

Del Norte Place Apartments L.P.
c/o MG Properties Group
10505 Sorrento Valley Road, Suite 300
San Diego, California 92121

APN: 501-261-015; 501-261-016

(Space Above This Line For Recorder's Use Only)

ASSIGNMENT, ASSUMPTION, CONSENT, AND RELEASE AGREEMENT

(Del Norte Apartments Project)

This ASSIGNMENT, ASSUMPTION, CONSENT, AND RELEASE AGREEMENT (this "**Agreement**") is dated for reference as of [_____, 2019] by and among:

- (i) Rancho Pointe Apartments L.P., a California limited partnership,
Malibu Terrace Apartments L.P., a California limited partnership,
and MG Garden View Apartments L.P., a California limited partnership
(collectively, "**Seller**"),

and

- (ii) Del Norte Place Apartments L.P., a Delaware limited partnership ("**Purchaser**"),

as acknowledged and consent to by the COUNTY OF CONTRA COSTA ("**County**"),
and U.S. BANK NATIONAL ASSOCIATION, as trustee ("**Trustee**").

WITNESSETH:

WHEREAS, pursuant to that certain Trust Indenture dated as of April 1, 1994, as previously amended and supplemented, and as amended and supplemented by an Amended and Restated Trust Indenture dated as of October 1, 2003 (the "**Indenture**"), among County and Trustee, County issued its \$11,110,000 Variable Rate Demand Multifamily Housing Revenue Refunding Bonds (Del Norte Apartments) 1994 Series A (the "**Bonds**"); and

WHEREAS, the proceeds of the Bonds were loaned to Seller's predecessor-in-interest to finance a multifamily apartment housing project owned by Seller, located in the City of El Cerrito, County of Contra Costa, State of California, and commonly known as "Del Norte Apartments", as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Project**"); and

WHEREAS, in connection with the Bonds, Seller's predecessor-in-interest, County, and Trustee's predecessor-in-interest entered into an Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of April 1, 1994 (the "**Initial Regulatory**"),

Agreement”), which was filed for record on April 28, 1994, as Document No. 94-117923 in the Recorder’s Office of Contra Costa County (the “**Recorder’s Office**”), as such Initial Regulatory Agreement was amended and supplemented by the First Amendment to Amended and Restated Regulatory Agreement and Declaration of Restrictive Covenants dated as of October 1, 2003 (the “**First Amendment**” and together with the Initial Regulatory Agreement, collectively, the “**Regulatory Agreement**”), entered into by and among the County, Trustee, and Seller’s predecessor-in-interest, and filed for record on October 30, 2003 as Document No. 2003-0539048 in the Recorder’s Office; and

WHEREAS, the Bonds were fully redeemed on or about November 5, 2007; and

WHEREAS, Seller desires to convey its fee title in the Project to Purchaser and in connection therewith Purchaser desires to assume the obligations of Seller under the Regulatory Agreement accruing from and after the date Seller conveys its fee title interest in the Project to Purchaser (the “**Effective Date**”), as evidenced by a Grant Deed filed for record in the Recorder’s Office in favor of Purchaser; and

WHEREAS, County and Trustee have agreed to consent to the conveyance of the Project, as required as a condition to such conveyance in accordance with Section 13 of the Regulatory Agreement; and

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the foregoing recitals which by this reference are incorporated herein, the parties, as applicable, hereby agree as follows:

1. Assumption of Obligations. Purchaser hereby fully and unconditionally assumes all of Seller’s rights, duties and obligations under the Regulatory Agreement required to be performed on or after the Effective Date (other than indemnification obligations with respect to acts occurring prior to the Effective Date), and Seller hereby fully and unconditionally assigns all such rights, duties and obligations to Purchaser as of the Effective Date. Purchaser assumes no obligations for any losses, claims, lawsuits or damages of any kind arising in connection with the operation of the Project prior to the Effective Date or any violations of the Regulatory Agreement occurring prior to the Effective Date or obligations required to be performed thereunder prior to the Effective Date, and Seller shall remain liable for any such violations of the Regulatory Agreement occurring prior to the Effective Date or obligations required to be performed thereunder prior to the Effective Date. Notwithstanding anything contained herein to the contrary (but subject to the provisions of the preceding sentence), Purchaser’s assumption of obligations set forth herein expressly constitutes an assumption of all liabilities and obligations of the “Borrower” under the Regulatory Agreement and is subject to all exculpatory, non-recourse and other similar provisions contained in the Regulatory Agreement which limit the liability of the Borrower thereunder; provided that, Seller shall remain liable with respect to acts occurring prior to the Effective Date. County and Trustee hereby accept Purchaser’s assumption as set forth herein as of the Effective Date, and County and Trustee hereby release Seller and all past, present and future partners, members, officers, directors, employees, and agents of Seller from the rights, duties, and obligations under the Regulatory Agreement so assumed as of the

Effective Date, except to the extent that Seller may have continuing obligations after the Effective Date as explicitly set forth herein.

Notwithstanding the foregoing, County and Trustee waive the following provisions in the Regulatory Agreement as to Purchaser, and Purchaser shall not have any obligation to comply with such provisions as follows: (1) Purchaser may limit its compliance reporting to County only, and shall not have any obligation to remit compliance reports to Trustee; (2) Paragraph 4(f) of the Regulatory Agreement (concerning the annual submittal of IRS form 8073) is hereby deemed stricken in its entirety; and (3) Purchaser has no obligations relating to the Bonds (other than Purchaser's obligation to own, manage and operate the Project in full compliance with the affordable housing requirements and restrictions in the Regulatory Agreement).

2. Seller's Representations and Warranties. Seller represents and warrants to County and Trustee as of the date of this Agreement the following:

a. Seller understands and intends that Purchaser, County, and Trustee will rely on the representations and warranties contained herein.

b. Seller is not in default under the Regulatory Agreement.

c. No default under the Regulatory Agreement on the part of Seller has occurred and is continuing and, to the best knowledge of Seller, no event has occurred and is continuing which, with the passage of time or the giving of notice would constitute a default under the Regulatory Agreement.

d. All fees due and owing by Seller prior to the date hereof have been paid pursuant to the provisions of the Regulatory Agreement.

3. Purchaser's Representations and Warranties. Purchaser represents and warrants to County and Trustee as of the date of this Agreement the following:

a. Purchaser understands and intends that County, Trustee, and Seller will rely on the representations and warranties contained herein.

b. Purchaser has no knowledge that any of the representations made by Seller in Paragraph 2 above are not true and correct.

c. Purchaser is a Delaware limited company duly organized and validly existing under the laws of the State of Delaware and is qualified to do business in the State of California.

d. Purchaser agrees to operate the Project in accordance with the Regulatory Agreement.

4. Consent to Transfer.

a. Subject to Paragraph 5 of this Agreement, County, and Trustee each hereby consents to the transfer and conveyance of the Project from Seller to Purchaser, which

consent shall be effective on the Effective Date. County's and Trustee's consent to the transfer of the Project to Purchaser is not intended to be and shall not be construed as a consent by any of them to a subsequent transfer of the Project.

b. The parties hereby agree that from and after the Effective Date all references to "Borrower" in the Regulatory Agreement shall mean and refer to Purchaser.

5. County Requirements Under the Regulatory Agreement. In addition to the requirements set forth in this Agreement, County's consent to the transfer of the Project is conditioned upon receipt of the following item, the receipt of which is hereby acknowledged: an opinion of counsel to Purchaser addressed to Trustee and County that Purchaser has duly assumed the obligations of Seller under the Regulatory Agreement and that such obligations and the Regulatory Agreement are binding on Purchaser.

6. Indemnification.

a. Seller and Purchaser hereby jointly and severally indemnify and agree to hold harmless County against any claim, loss, expense (including, without limitation, attorney's fees and expenses) or liability asserted against or suffered by County arising from or related to the execution of this Agreement by County or the transfer of the Project as contemplated by this Agreement (but excluding damages caused by County's own negligence, willful misconduct or unlawful acts).

b. Purchaser hereby indemnifies and agrees to hold harmless Trustee against any claim, loss, expense (including, without limitation, attorney's fees and expenses) or liability asserted against or suffered by Trustee arising from or related to the execution of this Agreement by Trustee or the transfer of the Project as contemplated by this Agreement (but excluding damages caused by Trustee's own negligence, willful misconduct or unlawful acts).

7. Miscellaneous.

a. This Agreement shall be binding upon and inure to the benefit of the parties, and their successors and assigns, and the provisions hereof may not be modified without the written approval and consent of all parties hereto.

b. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

c. From and after the Effective Date, all notices required or permitted to be sent to the Borrower under the Regulatory Agreement shall be sent to Purchaser at the following address, in the manner required under the Regulatory Agreement:

c/o MG Properties
10505 Sorrento Valley Road, Suite 300
San Diego, California 92121-1608
Attention: Mark Gleiberman
Telephone: (858) 366-6500

and

c/o Pacific Housing, Inc.
1801 L Street, Suite 245
Sacramento, California 95814
Attention: Mark A. Wiese
Telephone: (916) 638-5200
Facsimile: (916) 325-1204

d. All terms and conditions of the Regulatory Agreement not expressly modified by this Agreement are expressly reaffirmed as if set forth in their entirety herein and shall remain unaffected, unchanged and unimpaired by reason of this Agreement.

e. Purchaser and Seller each agree to pay 50% of County's and Trustee's costs to effectuate the transfer of the Project from Seller to Purchaser, including but not limited to recording fees, transfer taxes, escrow fees and reasonable attorneys' fees, expenses and disbursements incurred by County and Trustee relating to this Agreement or incurred in connection with the assumption by Purchaser of the obligations under the Regulatory Agreement; provided, however, the total fees Purchaser and Seller shall be responsible for under this paragraph shall not exceed \$10,000.

f. This Agreement shall be governed in all respects by the laws of the State of California.

g. This Agreement shall be effective and any representations, warranties and certifications contained herein shall be true and correct as of the Effective Date.

[The Remainder of This Page Has Been Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption, Consent, and Release Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER:

MG Garden View Apartments L.P.,
a California limited partnership

By: Gleiberman Investments, Inc.,
a California corporation,
its Co-General Partner

By: _____
Mark Gleiberman, President

By: Pacific Housing, Inc.,
a California non-profit public benefit
corporation,
its Managing General Partner

By: _____
Mark A. Wiese, President

Malibu Terrace Apartments L.P.,
a California limited partnership

By: Gleiberman Investments, Inc.,
a California corporation,
its Co-General Partner

By: _____
Mark Gleiberman, President

By: Pacific Housing, Inc.,
a California non-profit public benefit
corporation,
its Managing General Partner

By: _____
Mark A. Wiese, President

Rancho Pointe Apartments L.P.,
a California limited partnership

By: Gleiberman Investments, Inc.,
a California corporation,
its Co-General Partner

By: _____
Mark Gleiberman, President

By: Pacific Housing, Inc.,
a California non-profit public benefit
corporation,
its Managing General Partner

By: _____
Mark A. Wiese, President

IN WITNESS WHEREOF, the parties have caused this Assignment, Assumption, Consent, and Release Agreement to be executed by their duly authorized representatives as of the date first above written.

PURCHASER:

Del Norte Place Apartments L.P.,
a Delaware limited partnership

By: Del Norte Place Management LLC,
a Delaware limited liability company,
Co-General Partner

By: Del Norte Place Associates LLC,
a Delaware limited liability company,
its Member

By: MG Del Norte Place LLC,
a California limited liability company,
its Managing Member

By: Gleiberman Investments, Inc.,
a California corporation,
its Manager

By: _____
Mark Gleiberman, President

By: PacH Affordable Holdings, LLC,
a California limited liability company,
Managing General Partner

By: Pacific Housing, Inc.,
a California corporation,
its sole Member and Manager

By: _____
Mark A. Wiese, President

NOTARY ACKNOWLEDGEMENT

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, _____, a
notary public, (insert name and title of the officer)
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

NOTARY ACKNOWLEDGEMENT

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, _____, a
notary public, _____ (insert name and title of the officer)
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A

Legal Description of Land

The land referred to herein is situated in the City of El Cerrito, County of Contra Costa, State of California, described as follows:

Parcel One:

Parcel One, as shown on Map MS 451-90 filed April 16, 1991 in Book 152 of Parcel Maps, at Page 14, Contra Costa County Records.

Parcel Two:

An easement created pursuant to, and subject to the terms and conditions contained in the Easement Agreement by and between the San Francisco Bay Area Rapid Transit District and the Redevelopment Agency of the City of El Cerrito, recorded April 3, 1991, Series No. 91-58795, Official Records, over the following described parcel of land:

Parcel Two, as shown on Map MS 451-90, filed April 16, 1991, in Book 152 of Parcel Maps, at Page 14, Contra Costa County Records.

Parcel Three:

Parcel Three, as shown on Map MS 451-90, filed April 16, 1991, in Book 152 of Parcel Maps, at Page 14, Contra Costa County Records.

EXCEPTING THEREFROM:

Mineral rights reserved in the Deed from the Atchison, Topeka and Santa Fe Railway Company recorded July 16, 1980, Book 9913, Page 907, described as follows:

“Santa Fe expressly reserves and excepts all minerals contained in the above described land including, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals provided that Santa Fe shall not have the right to go upon or use the surface of said land, or any part thereof, for the purpose of drilling for, mining, or otherwise removing, any part thereof, for the purpose of drilling for mining, or otherwise removing, any of said minerals. Santa Fe may, however, and hereby reserves the right to, remove any of said minerals from said land by means of wells, shafts, tunnels, or other means of access to said minerals, which may be constructed, drilled or dug from other land, provided, that the exercise of such rights by Santa Fe shall in no way interfere with or impair the use of the surface of the land hereby conveyed or of any improvements thereon.”

APN: 501-261-015, 501-261-016

Exhibit B

Consent of County

Unless expressly defined herein, all capitalized terms used in this Consent of Trustee (the “**Consent Certificate**”) shall have the meanings ascribed to them in the Assignment, Assumption, Consent, and Release Agreement dated for convenience as of [_____, 2019] (the “**Agreement**”), by and among MG Garden View Apartments L.P., a California limited partnership, Rancho Pointe Apartments L.P., a California limited partnership and Malibu Terrace Apartments L.P., a California limited partnership (collectively, “**Seller**”), and Del Norte Place Apartments L.P., a Delaware limited partnership (“**Purchaser**”), as acknowledged and consented to by the County of Contra Costa (“**County**”), and U.S. Bank National Association, as trustee (“**Trustee**”), to which Agreement this Consent Certificate is attached.

The undersigned hereby consents to the transfer of the Project to Purchaser, and the assignment and assumption of certain obligations and the release of Seller from its obligations under the Regulatory Agreement, including, without limitation, its respective indemnification obligations, as and only to the extent set forth in Sections 1 and 6 of the Agreement. The undersigned further and hereby acknowledges, consents and certifies as follows:

- (i) The Regulatory Agreement is in full force and effect and there has been no amendment, modification, supplement, or assignment of the Regulatory Agreement except as provided in the Agreement.
- (ii) All amounts payable under the Regulatory Agreement and the Indenture have been paid in full through the date hereof.
- (iii) Seller is not in default under the Regulatory Agreement and has not breached the Regulatory Agreement in the performance of any covenant or obligation thereunder. County has not given any notice to Seller of any default under the Regulatory Agreement which has not been cured, and no circumstance presently exists which, with the giving of notice or the passage of time or both, would give rise to a default by Seller under the Regulatory Agreement.
- (iv) The person executing this Consent Certificate is duly authorized and empowered in all respects to do so on behalf of County, and the foregoing may be relied upon by Purchaser and Seller and their respective successors and assigns.

COUNTY OF CONTRA COSTA

By: _____
Name: _____
Title: _____
Date: _____

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.

On _____ before me, _____, a
notary public, _____ (insert name and title of the officer)
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DOCS 104794-000081/3808572.2

Exhibit C

Consent of Trustee

Unless expressly defined herein, all capitalized terms used in this Consent of Trustee (the **"Consent Certificate"**) shall have the meanings ascribed to them in the Assignment, Assumption, Consent, and Release Agreement dated for convenience as of [_____, 2019] (the **"Agreement"**), by and among MG Garden View Apartments L.P., a California limited partnership, Rancho Pointe Apartments L.P., a California limited partnership and Malibu Terrace Apartments L.P., a California limited partnership (collectively, **"Seller"**), and Del Norte Place Apartments L.P., a Delaware limited partnership (**"Purchaser"**), as acknowledged and consented to by the County of Contra Costa (**"County"**), and U.S. Bank National Association, as trustee (**"Trustee"**), to which Agreement this Consent Certificate is attached.

The undersigned hereby consents to the transfer of the Project to Purchaser, and the assignment and assumption of certain obligations and the release of Seller from its obligations under the Regulatory Agreement, including, without limitation, its respective indemnification obligations, as and only to the extent set forth in Sections 1 and 6 of the Agreement. The undersigned further and hereby acknowledges, consents and certifies as follows:

- (i) The Regulatory Agreement is in full force and effect and there has been no amendment, modification, supplement, or assignment of the Regulatory Agreement except as provided in the Agreement.
- (ii) All amounts payable under the Regulatory Agreement and the Indenture have been paid in full through the date hereof.
- (iii) Seller is not in default under the Regulatory Agreement and has not breached the Regulatory Agreement in the performance of any covenant or obligation thereunder. County has not given any notice to Seller of any default under the Regulatory Agreement which has not been cured, and no circumstance presently exists which, with the giving of notice or the passage of time or both, would give rise to a default by Seller under the Regulatory Agreement.
- (iv) The person executing this Consent Certificate is duly authorized and empowered in all respects to do so on behalf of County, and the foregoing may be relied upon by Purchaser and Seller and their respective successors and assigns.

U.S. BANK NATIONAL ASSOCIATION,
as trustee

By: _____
Name: _____
Title: _____
Date: _____

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.

On _____ before me, _____, a
notary public, _____ (insert name and title of the officer)
personally appeared _____, who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

DOCS 104794-000081/3808572.2



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Payments for Services Provided by SJBH, LLC (dba San Jose Behavioral Health Hospital)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$27,550 to SJBH, LLC (dba San Jose Behavioral Health Hospital) for the provision of inpatient psychiatric treatment services for County referred children, adolescents and adults, for the period April 10, 2019 through April 30, 2019.

FISCAL IMPACT:

Payment is funded 100% by Mental Health Realignment Funds.

BACKGROUND:

In March 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #24-794-15(1) with SJBH, LLC (dba San Jose Behavioral Health Hospital) for the provision of inpatient psychiatric treatment services for County referred children, adolescents and adults, for the period from October 1, 2018 through June 30, 2019.

Contra Costa Regional Medical Center (CCRMC) referred patients to SJBH, LLC (dba San Jose Behavioral Health Hospital) when CCRMC inpatient psychiatric units became full. There was an unanticipated increase in the need for psychiatric services during the contract term and the contract payment limit was exceeded.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

By: June McHuen, Deputy

Contact: Suzanne Tavano, PhD.,
925-957-5212

BACKGROUND: (CONT'D)

As requested by the County, SJBH, LLC (dba San Jose Behavioral Health Hospital) provided additional inpatient psychiatric treatment services in good faith. The Health Services Department has therefore determined that SJBH, LLC (dba San Jose Behavioral Health Hospital) is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will not be paid for psychiatric treatment services rendered in good faith.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.

ATTACHMENTS



Contra Costa County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 5, 2019

Subject: Legal documents for \$500,000 loan of Special Needs Housing Program for the St Paul's Commons Development in Walnut Creek

RECOMMENDATION(S):

(1) APPROVE a loan of \$500,000 in Local Government Special Needs Housing Program (SNHP) (formerly a component under the Mental Health Services Act known as the MHSA Housing Program) funds to SP Commons L.P., a California limited partnership, for the development of the St. Paul's Commons project in Walnut Creek; and

(2) APPROVE and AUTHORIZE the Behavioral Health Director, or designee, to execute legal documents to effect the loan.

FISCAL IMPACT:

No impact to the General Fund. The County received \$1,736,694 in SNHP (formerly known as MHSA Housing Program) funds from the State of California in December 2016 (\$1,735,224) and May 2017 (\$1,470). These funds were sent from the California Housing Finance Agency to counties that wanted direct fund management. The funds are restricted and must be used to support affordable housing for persons meeting the MHSA eligibility criteria.

BACKGROUND:

St. Paul's Commons will be permanently affordable supportive housing for 44 extremely low-, very low- and low-income special needs and homeless households. The ground floor will house the new space for Trinity Center, a homeless day center and case management provider serving central Contra Costa County.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/05/2019 ☒ 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: November 5, 2019

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

On March 20, 2018, the Board approved loans and legal documents for HOME Investment Partnerships Act (\$2,642,000), Housing Opportunities for Persons with HIV/AIDS (\$232,681) to SP Commons L.P. and a grant of Community Development Block Grant (\$1,000,000) to St. Paul's Episcopal Church and SP Commons L.P. (the borrower) in partnership with Resources for Community Development (RCD) (as managing general partner) for the development of St. Paul's Commons project in Walnut Creek.

Since that time, development costs increased due to an increase in EBMUD's System Capacity Charge, unexpected sub-surface site conditions, delays in utility termination at the outset of construction, and increased need for architecture construction administration. This allocation of SNHP funds will close the funding gap and support the successful completion of the project.

In exchange for the SNHP funds, SP Commons L.P. will set aside five units for chronically homeless households with severe mental health needs at St Paul's Commons. The units will be available to and occupied by the target population for 55 years. The loan will be payable through residual receipts (if any) until the end of the term. The SNHP loan will be junior to all other debt on the property.

The County's MHSA Three Program and Expenditure Plan Update (MHSA 3-year Plan) includes the SNHP funds and the loan for the St Paul's development is consistent with the MHSA 3-year Plan.

The draft County legal documents have been reviewed by all development partners. The only outstanding comments are from the U.S. Department of Housing and Urban Development (HUD). Because all other County documents for this development have been previously reviewed and approved by HUD, County staff believes that any remaining comments will be technical corrections only. Behavioral Health recommends that the Board of Supervisors approve the attached documents in their substantially final form and authorize County Counsel to make any non-substantive revisions to incorporate HUD comments. This will allow the development to move forward in a timely manner.

This project was previously found to be exempt from CEQA (Sections 15192 and 15194 of the CEQA guidelines) and the County filed a Notice of Determination in March 2018.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of funds and execution of the SNHP legal documents, the project will not be completed. Construction is expected to be complete in Fall 2019.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 5, 2019

Subject: EMPLOYEE RETIREMENT PLAN CONTRIBUTION RATES FOR FISCAL YEAR 2020/2021 & REVISED
BOARD OF RETIREMENT REGULATIONS

RECOMMENDATION(S):

ADOPT Resolution No. 2019/628 as approved by the Retirement Board, which establishes retirement plan contribution rates effective July 1, 2020 through June 30, 2021; and ADOPT administrative revisions to the Board of Retirement Regulations.

FISCAL IMPACT:

See 'Background' below.

BACKGROUND:

At its October 23, 2019 meeting, the Retirement Board reviewed and accepted the actuary's valuation report for the year ending December 31, 2018 and adopted the recommended employer and employee contribution rates, which will become effective on July 1, 2020. A copy of the December 31, 2018 Actuarial Valuation can be found on CCCERA's website at www.cccera.org under the Actuarial Valuations link.

☒ APPROVE

☐ OTHER

☒ RECOMMENDATION OF CNTY ADMINISTRATOR

☐ RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/05/2019** ☒ 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: November 5, 2019

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

Contact: Lisa Driscoll, County Finance
Director 335-1023

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

Attached are the rates to be used effective July 1, 2020 through June 30, 2021 submitted for adoption by the County Board of Supervisors by the Contra Costa County Employees' Retirement Association. Please note the following:

- The rates are effective July 1, 2020 through June 30, 2021.
- The rates are before employer subvention, if any, of the employee contribution. The rates quoted here are the employer required rates without taking into consideration any employer subvention of employee contributions. A convenient methodology for adding subvention is included on page 20 of the attached document. Note that subvention is not always permitted for PEPRA members.
- The rates are before any increase in employee rate to pay a portion of the employer contribution. If an employee's rate needs to be increased to pay a portion of the employer contribution, both employee and employer rates would need to be adjusted accordingly. A convenient methodology for adding subvention is included on page 20 of the attached document.

Also attached are both proposed and redlined versions of the administrative revisions to the Board of Retirement Regulations, which were adopted by the Board of Retirement on October 23, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

Rates will not reflect those adopted by the Contra Costa County Employees Retirement Board and revisions to the Board of Retirement Regulations will not be approved by the Board of Supervisors.

AGENDA ATTACHMENTS

Resolution 2019/628

Resolution No. 2019-628 TOC, Exhibits A through O, Examples for Subvention & Employee Cost Sharing, and Prepayment Discount Factor

CCCERA Board of Regulations

MINUTES ATTACHMENTS

Signed Resolution No. 2019/628

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

Adopted this Resolution on 11/05/2019 by the following vote:

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



Resolution No. 2019/628

Subject: Approving Contribution Rates to be charged by the Contra Costa County Employees' Retirement Association

Pursuant to Government Code Section 31454 and on recommendation of the Board of the Contra Costa County Employees' Retirement Association, **BE IT RESOLVED** that the following contribution rates are approved to be effective for the period July 1, 2019 through June 30, 2020.

I. Employer Contribution Rates for Basic and Cost-of-Living Components and Non-refundability Discount Factors

A. For General Members (Sec. 31676.11, Sec. 31676.16 and Sec. 7522.20(a)) See attached Exhibit A

B. For Safety Members (Sec. 31664, Sec. 31664.1 and Sec. 7522.25(d)) See attached Exhibit B

II. Employee Contribution Rates for Basic and Cost-of-Living Components

See attached Exhibits C through O

The Pension Obligation Bonds (POB) issued by the County in March 1994 and April 2003, affected contribution rates for certain County employers. The following non-County employers who participate in the Retirement Association are referred to as "Districts".

Bethel Island Municipal Improvement District; Byron, Brentwood Knightsen Union Cemetery District; Central Contra Costa Sanitary District; Contra Costa County Employees' Retirement Association; Contra Costa County Fire Protection District; Contra Costa Housing Authority; Contra Costa Mosquito and Vector Control District; East Contra Costa Fire Protection District; First 5 - Children & Families Commission; In-Home Supportive Services Authority; Local Agency Formation Commission (LAFCO); Moraga-Orinda Fire Protection District; Rodeo-Hercules Fire Protection District; Rodeo Sanitary District; San Ramon Valley Fire Protection District

All other departments/employers are referred to as "County" including the Superior Court of California, Contra Costa County.

Contra Costa County Fire Protection District and Moraga-Orinda Fire Protection District issued Pension Obligation Bonds in 2005 which affected contribution rates for these two employers. Subsequently, Contra Costa County Fire Protection District has made additional payments to CCCERA for its UAAL in 2006 and 2007. First 5 - Children & Families Commission made a UAAL prepayment in 2013 which affected contribution rates for that employer. Central Contra Costa Sanitary District made a UAAL prepayment in 2013, 2014, and 2015 which affected contribution rates for that employer. Local Agency Formation Commission made a UAAL prepayment in 2017 which affected contribution rates for that employer. San Ramon Valley Fire Protection District made a UAAL prepayment in 2017 and 2018 which affected contribution rates for that employer.

I hereby certify that this 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
335-1023

ATTESTED: November 5, 2019

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

By: June McHuen, Deputy

cc: All County Departments (via CAO), Gail Strohl, Chief Executive Officer, CCCERA

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

Adopted this Resolution on 11/05/2019 by the following vote:

AYE: ☒ 5 John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

NO: ☐ /

ABSENT: ☐ /

ABSTAIN: ☐ /

RECUSE: ☐ /



Resolution No. 2019/628

Subject: Approving Contribution Rates to be charged by the Contra Costa County Employees' Retirement Association

Pursuant to Government Code Section 31454 and on recommendation of the Board of the Contra Costa County Employees' Retirement Association, **BE IT RESOLVED** that the following contribution rates are approved to be effective for the period July 1, 2019 through June 30, 2020.

I. Employer Contribution Rates for Basic and Cost-of-Living Components and Non-refundability Discount Factors

- A. For General Members (Sec. 31676.11, Sec. 31676.16 and Sec. 7522.20(a)) See attached Exhibit A
- B. For Safety Members (Sec. 31664, Sec. 31664.1 and Sec. 7522.25(d)) See attached Exhibit B

II. Employee Contribution Rates for Basic and Cost-of-Living Components

See attached Exhibits C through O

The Pension Obligation Bonds (POB) issued by the County in March 1994 and April 2003, affected contribution rates for certain County employers. The following non-County employers who participate in the Retirement Association are referred to as "Districts".

Bethel Island Municipal Improvement District; Byron, Brentwood Knightsen Union Cemetery District; Central Contra Costa Sanitary District; Contra Costa County Employees' Retirement Association; Contra Costa County Fire Protection District; Contra Costa Housing Authority; Contra Costa Mosquito and Vector Control District; East Contra Costa Fire Protection District; First 5 - Children & Families Commission; In-Home Supportive Services Authority; Local Agency Formation Commission (LAFCO); Moraga-Orinda Fire Protection District; Rodeo-Hercules Fire Protection District; Rodeo Sanitary District; San Ramon Valley Fire Protection District

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Contact: Lisa Driscoll, County Finance Director
335-1023

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

ATTESTED: November 5, 2019

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

By: June McHuen, Deputy

cc: All County Departments (via CAO), Gail Strohl, Chief Executive Officer, CCCERA

CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

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Exhibit A - 1

CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

EMPLOYER CONTRIBUTION RATES EFFECTIVE FOR JULY 1, 2020 THROUGH JUNE 30, 2021 for General Tier 1 and 3 Legacy Members

GENERAL TIERS - ENHANCED

Tier 1 BASIC Enhanced

First \$350 monthly & in Social Security
Excess of \$350 monthly & in Social Security

All Eligible \$ if NOT in Social Security

Tier 1 COL Enhanced

First \$350 monthly
Excess of \$350 monthly

All Eligible \$ if NOT in Social Security

Non-Refundability Factor

Cost Group #1					Cost Group #3	Cost Group #4	Cost Group #5
County	Moraga-Orinda Fire District	First 5	LAFCO	Districts without POB	Central Contra Costa Sanitary District	Contra Costa Housing Authority	Contra Costa County Fire Protection District
15.28%	N/A	15.44%	18.16%	18.62%	N/A	19.86%	N/A
22.91%	N/A	23.15%	27.24%	27.93%	N/A	29.79%	N/A
22.91%	20.62%	N/A	N/A	27.93%	35.59%	N/A	22.28%
3.60%	N/A	3.87%	6.15%	6.32%	N/A	9.68%	N/A
5.41%	N/A	5.82%	9.23%	9.48%	N/A	14.51%	N/A
5.41%	5.31%	N/A	N/A	9.48%	15.25%	N/A	11.38%
0.9577	0.9577	0.9577	0.9577	0.9577	0.9560	0.9536	0.9563

Tier 3 BASIC Enhanced

First \$350 monthly
Excess of \$350 monthly

All Eligible \$ if NOT in Social Security

Tier 3 COL Enhanced

First \$350 monthly
Excess of \$350 monthly

All Eligible \$ if NOT in Social Security

Non-Refundability Factor

Cost Group #2	
County	Districts without POB
15.51%	18.92%
23.27%	28.39%
N/A	28.39%
3.59%	6.33%
5.38%	9.49%
N/A	9.49%
0.9540	0.9540

Cost Group

Cost Group #1

Employer Name

County General

LAFCO

CC Mosquito & Vector Control District

Bethel Island Municipal Improvement District

First 5 - Children and Families Commission

Contra Costa County Employees' Retirement Association

Superior Court

East Contra Costa Fire Protection District

Moraga-Orinda Fire Protection District

Rodeo-Hercules Fire Protection District

San Ramon Valley Fire Protection District

Cost Group #2

County General

In-Home Supportive Services

CC Mosquito & Vector Control District

Superior Court

Cost Group #3

Central Contra Costa Sanitary District

Cost Group #4

Contra Costa Housing Authority

Cost Group #5

Contra Costa County Fire Protection District

Cost Group #6

Rodeo Sanitary District

Byron Brentwood Cemetery District

Tier

Tier 1 Enhanced (2% @ 55)

Tier 3 Enhanced (2% @ 55)

Tier 1 Enhanced (2% @ 55)

Tier 1 Enhanced (2% @ 55)

Tier 1 Enhanced (2% @ 55)

Tier 1 Non-enhanced (1.67% @ 55)

GENERAL TIER NON-ENHANCED

Tier 1 BASIC NON-Enhanced

First \$350 monthly
Excess of \$350 monthly

All Eligible \$ if NOT in Social Security

Tier 1 COL NON-Enhanced

First \$350 monthly
Excess of \$350 monthly

All Eligible \$ if NOT in Social Security

Non-Refundability Factor

Cost Group #6	
Districts without POB	
8.62%	
12.92%	
N/A	
2.59%	
3.89%	
N/A	
0.9512	

Basic rates shown include an administrative expense load of 0.63% of payroll. This load has been integrated and adjusted as appropriate into the first \$350 and excess of \$350 monthly rates shown

Exhibit A - 2

CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

EMPLOYER CONTRIBUTION RATES EFFECTIVE FOR JULY 1, 2020 THROUGH JUNE 30, 2021 for General Tier 4 and 5 PEPRA Members with 2% Maximum COLA

GENERAL PEPRA TIERS

Tier 4 BASIC

All Eligible \$

Tier 4 COL

All Eligible \$

Non-Refundability Factor

Cost Group #1					Cost Group #3	Cost Group #4	Cost Group #5
County	Moraga-Orinda Fire District	First 5	LAFCO	Districts without POB	Central Contra Costa Sanitary District	Contra Costa Housing Authority	Contra Costa County Fire Protection District
19.76%	N/A	N/A	N/A	N/A	N/A	N/A	20.60%
3.94%	N/A	N/A	N/A	N/A	N/A	N/A	10.20%
0.9574	N/A	N/A	N/A	N/A	N/A	N/A	0.9568

Tier 5 BASIC

All Eligible \$

Tier 5 COL

All Eligible \$

Non-Refundability Factor

Cost Group #2	
County	Districts without POB
19.24%	24.29%
3.79%	7.84%
0.9580	0.9580

Cost Group	Employer Name	Tier
Cost Group #1	County General LAFCO CC Mosquito & Vector Control District Bethel Island Municipal Improvement District First 5 - Children and Families Commission Contra Costa County Employees' Retirement Association Superior Court East Contra Costa Fire Protection District Moraga-Orinda Fire Protection District Rodeo-Hercules Fire Protection District San Ramon Valley Fire Protection District	Tier 4 (2.5% @ 67)
Cost Group #2	County General In-Home Supportive Services CC Mosquito & Vector Control District Superior Court	Tier 5 (2.5% @ 67)
Cost Group #3	Central Contra Costa Sanitary District	Tier 4 (2.5% @ 67)
Cost Group #4	Contra Costa Housing Authority	Tier 4 (2.5% @ 67)
Cost Group #5	Contra Costa County Fire Protection District	Tier 4 (2.5% @ 67)
Cost Group #6	Rodeo Sanitary District Byron Brentwood Cemetery District	Tier 4 (2.5% @ 67)

Some tiers are not applicable to employers as shown above in the rate table.

Basic rates shown include an administrative expense load of 0.63% of payroll.

Exhibit A - 3

CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

EMPLOYER CONTRIBUTION RATES EFFECTIVE FOR JULY 1, 2020 THROUGH JUNE 30, 2021 for General Tier 4 and 5 PEPRA Members with 3% Maximum COLA

GENERAL PEPRA TIERS

Tier 4 BASIC

All Eligible \$

Tier 4 COL

All Eligible \$

Non-Refundability Factor

Cost Group #1					Cost Group #3	Cost Group #4	Cost Group #5	Cost Group #6
County	Moraga-Orinda Fire District	First 5	LAFCO	Districts without POB	Central Contra Costa Sanitary District	Contra Costa Housing Authority	Contra Costa County Fire Protection District	Districts without POB
19.88%	17.87%	20.11%	24.18%	24.93%	31.46%	25.40%	21.91%	9.55%
4.91%	4.87%	5.31%	8.68%	8.96%	14.41%	13.59%	11.72%	3.21%
0.9582	0.9582	0.9582	0.9582	0.9582	0.9661	0.9643	0.9585	0.9647

Tier 5 BASIC

All Eligible \$

Tier 5 COL

All Eligible \$

Non-Refundability Factor

Cost Group #2	
County	Districts without POB
19.47%	24.52%
4.71%	8.76%
0.9604	0.9604

Cost Group	Employer Name	Tier
Cost Group #1	County General LAFCO CC Mosquito & Vector Control District Bethel Island Municipal Improvement District First 5 - Children and Families Commission Contra Costa County Employees' Retirement Association Superior Court East Contra Costa Fire Protection District Moraga-Orinda Fire Protection District Rodeo-Hercules Fire Protection District San Ramon Valley Fire Protection District	Tier 4 (2.5% @ 67)
Cost Group #2	County General In-Home Supportive Services CC Mosquito & Vector Control District Superior Court	Tier 5 (2.5% @ 67)
Cost Group #3	Central Contra Costa Sanitary District	Tier 4 (2.5% @ 67)
Cost Group #4	Contra Costa Housing Authority	Tier 4 (2.5% @ 67)
Cost Group #5	Contra Costa County Fire Protection District	Tier 4 (2.5% @ 67)
Cost Group #6	Rodeo Sanitary District Byron Brentwood Cemetery District	Tier 4 (2.5% @ 67)

Basic rates shown include an administrative expense load of 0.63% of payroll.

Exhibit B - 1

CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

EMPLOYER CONTRIBUTION RATES EFFECTIVE FOR JULY 1, 2020 THROUGH JUNE 30, 2021 for Safety Tier A and C Legacy Members

SAFETY TIERS ENHANCED

Safety A BASIC Enhanced

All eligible \$

Safety A COL Enhanced

All eligible \$

Non-Refundability Factor

Cost Group #7	Cost Group #8		Cost Group #10	Cost Group #11
County	Contra Costa County Fire Protection District	East Contra Costa Fire Protection District	Moraga-Orinda Fire Protection District	San Ramon Valley Fire Protection District
44.37%	33.85%	59.76%	34.41%	51.39%
26.53%	33.53%	53.30%	38.16%	26.84%
0.9599	0.9606	0.9606	0.9639	0.9618

Safety C BASIC Enhanced

All eligible \$

Safety C COL Enhanced

All eligible \$

Non-Refundability Factor

Cost Group #9
County
42.49%
23.85%
0.9613

Cost Group	Employer Name	Tier
Cost Group # 7	County Safety	Tier A Enhanced (3% @ 50)
Cost Group # 8	Contra Costa County Fire Protection District East Contra Costa Fire Protection District	Tier A Enhanced (3% @ 50)
Cost Group # 9	County Safety	Tier C Enhanced (3% @ 50)
Cost Group # 10	Moraga-Orinda Fire Protection District	Tier A Enhanced (3% @ 50)
Cost Group # 11	San Ramon Valley Fire Protection District	Tier A Enhanced (3% @ 50)
Cost Group # 12	Rodeo Hercules Fire Protection District	Tier A Non-enhanced (2% @ 50)

SAFETY TIER NON-ENHANCED

Safety A BASIC NON-Enhanced

All eligible \$

Monthly Contribution Towards UAAL

Safety A COL NON-Enhanced

All eligible \$

Monthly Contribution Towards UAAL

Non-Refundability Factor

Cost Group #12
Rodeo-Hercules Fire Protection District
17.29%
\$61,554
5.00%
\$44,511
0.9533

Basic rates shown include an administrative expense load of 0.63% of payroll.

Exhibit B - 2

CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

EMPLOYER CONTRIBUTION RATES EFFECTIVE FOR JULY 1, 2020 THROUGH JUNE 30, 2021 for Safety Tier D and E PEPRA Members

SAFETY PEPRA TIERS

Safety D BASIC (3% Maximum COLA)

All eligible \$
Monthly Contribution Towards UAAL

Safety D COL (3% Maximum COLA)

All eligible \$
Monthly Contribution Towards UAAL

Non-Refundability Factor

Cost Group #7	Cost Group #8		Cost Group #10	Cost Group #11	Cost Group #12
County	Contra Costa County Fire Protection District	East Contra Costa Fire Protection District	Moraga-Orinda Fire Protection District	San Ramon Valley Fire Protection District	Rodeo-Hercules Fire Protection District
36.32%	24.96%	50.87%	26.75%	41.19%	11.65%
N/A	N/A	N/A	N/A	N/A	\$17,745
25.20%	31.88%	51.65%	36.64%	24.63%	4.82%
N/A	N/A	N/A	N/A	N/A	\$12,832
0.9716	0.9732	0.9732	0.9733	0.9735	0.9769

Safety E BASIC (2% Maximum COLA)

All eligible \$

Safety E COL (2% Maximum COLA)

All eligible \$

Non-Refundability Factor

Cost Group #8 Contra Costa County Fire Protection District	Cost Group #9 County
24.00%	35.18%
29.85%	23.04%
0.9719	0.9703

Cost Group

Employer Name

Tier

Cost Group # 7	County Safety	Tier D (2.7% @ 57)
Cost Group # 8	Contra Costa County Fire Protection District East Contra Costa Fire Protection District Contra Costa County Fire Protection District	Tier D (2.7% @ 57) Tier E (2.7% @ 57)
Cost Group # 9	County Safety	Tier E (2.7% @ 57)
Cost Group # 10	Moraga-Orinda Fire Protection District	Tier D (2.7% @ 57)
Cost Group # 11	San Ramon Valley Fire Protection District	Tier D (2.7% @ 57)
Cost Group # 12	Rodeo Hercules Fire Protection District	Tier D (2.7% @ 57)

Basic rates shown include an administrative expense load of 0.63% of payroll.

Exhibit C

GENERAL Cost Group #1 Non-PEPRA Member Contribution Rates

Membership Date before January 1, 2013

Effective 7/1/20 - 6/30/21

Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic not in Social Security</u>	<u>Basic in Social Security*</u>	<u>COLA</u>	<u>Total not in Social Security</u>	<u>Total in Social Security*</u>
15	5.30%	5.31%	2.51%	7.81%	7.82%
16	5.39%	5.40%	2.56%	7.95%	7.96%
17	5.49%	5.50%	2.61%	8.10%	8.11%
18	5.59%	5.60%	2.67%	8.26%	8.27%
19	5.69%	5.70%	2.72%	8.41%	8.42%
20	5.79%	5.80%	2.77%	8.56%	8.57%
21	5.89%	5.90%	2.82%	8.71%	8.72%
22	5.99%	6.00%	2.87%	8.86%	8.87%
23	6.10%	6.11%	2.93%	9.03%	9.04%
24	6.21%	6.22%	2.99%	9.20%	9.21%
25	6.32%	6.33%	3.05%	9.37%	9.38%
26	6.43%	6.44%	3.10%	9.53%	9.54%
27	6.55%	6.56%	3.17%	9.72%	9.73%
28	6.66%	6.67%	3.22%	9.88%	9.89%
29	6.78%	6.79%	3.29%	10.07%	10.08%
30	6.90%	6.91%	3.35%	10.25%	10.26%
31	7.03%	7.04%	3.42%	10.45%	10.46%
32	7.15%	7.16%	3.48%	10.63%	10.64%
33	7.28%	7.29%	3.55%	10.83%	10.84%
34	7.42%	7.43%	3.62%	11.04%	11.05%
35	7.55%	7.56%	3.69%	11.24%	11.25%
36	7.69%	7.70%	3.76%	11.45%	11.46%
37	7.83%	7.84%	3.83%	11.66%	11.67%
38	7.97%	7.98%	3.91%	11.88%	11.89%
39	8.12%	8.13%	3.98%	12.10%	12.11%
40	8.27%	8.28%	4.06%	12.33%	12.34%
41	8.43%	8.44%	4.14%	12.57%	12.58%
42	8.58%	8.59%	4.22%	12.80%	12.81%
43	8.73%	8.74%	4.30%	13.03%	13.04%
44	8.88%	8.89%	4.38%	13.26%	13.27%
45	9.04%	9.05%	4.46%	13.50%	13.51%
46	9.20%	9.21%	4.55%	13.75%	13.76%
47	9.36%	9.37%	4.63%	13.99%	14.00%
48	9.51%	9.52%	4.71%	14.22%	14.23%
49	9.66%	9.67%	4.79%	14.45%	14.46%
50	9.82%	9.83%	4.87%	14.69%	14.70%
51	9.98%	9.99%	4.95%	14.93%	14.94%
52	10.14%	10.15%	5.04%	15.18%	15.19%
53	10.30%	10.31%	5.12%	15.42%	15.43%
54	10.46%	10.47%	5.20%	15.66%	15.67%
55	10.61%	10.62%	5.28%	15.89%	15.90%
56	10.68%	10.69%	5.32%	16.00%	16.01%
57	10.65%	10.66%	5.30%	15.95%	15.96%
58	10.62%	10.63%	5.29%	15.91%	15.92%
59	10.31%	10.32%	5.12%	15.43%	15.44%
60 and over	10.31%	10.32%	5.12%	15.43%	15.44%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 52.07% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** For members in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67.

The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit D

GENERAL Cost Group #2 Non-PEPRA Member Contribution Rates

Membership Date before January 1, 2013

Effective 7/1/20 - 6/30/21

Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic not in Social Security</u>	<u>Basic in Social Security*</u>	<u>COLA</u>	<u>Total not in Social Security</u>	<u>Total in Social Security*</u>
15	5.29%	5.30%	2.34%	7.63%	7.64%
16	5.38%	5.39%	2.38%	7.76%	7.77%
17	5.48%	5.49%	2.43%	7.91%	7.92%
18	5.57%	5.58%	2.47%	8.04%	8.05%
19	5.67%	5.68%	2.52%	8.19%	8.20%
20	5.77%	5.78%	2.57%	8.34%	8.35%
21	5.88%	5.89%	2.62%	8.50%	8.51%
22	5.98%	5.99%	2.67%	8.65%	8.66%
23	6.09%	6.10%	2.72%	8.81%	8.82%
24	6.20%	6.21%	2.78%	8.98%	8.99%
25	6.31%	6.32%	2.83%	9.14%	9.15%
26	6.42%	6.43%	2.88%	9.30%	9.31%
27	6.53%	6.54%	2.94%	9.47%	9.48%
28	6.65%	6.66%	3.00%	9.65%	9.66%
29	6.77%	6.78%	3.05%	9.82%	9.83%
30	6.89%	6.90%	3.11%	10.00%	10.01%
31	7.01%	7.02%	3.17%	10.18%	10.19%
32	7.14%	7.15%	3.23%	10.37%	10.38%
33	7.27%	7.28%	3.30%	10.57%	10.58%
34	7.40%	7.41%	3.36%	10.76%	10.77%
35	7.53%	7.54%	3.42%	10.95%	10.96%
36	7.67%	7.68%	3.49%	11.16%	11.17%
37	7.81%	7.82%	3.56%	11.37%	11.38%
38	7.96%	7.97%	3.63%	11.59%	11.60%
39	8.11%	8.12%	3.70%	11.81%	11.82%
40	8.25%	8.26%	3.77%	12.02%	12.03%
41	8.40%	8.41%	3.84%	12.24%	12.25%
42	8.56%	8.57%	3.92%	12.48%	12.49%
43	8.71%	8.72%	3.99%	12.70%	12.71%
44	8.86%	8.87%	4.07%	12.93%	12.94%
45	9.02%	9.03%	4.15%	13.17%	13.18%
46	9.18%	9.19%	4.22%	13.40%	13.41%
47	9.34%	9.35%	4.30%	13.64%	13.65%
48	9.48%	9.49%	4.37%	13.85%	13.86%
49	9.65%	9.66%	4.45%	14.10%	14.11%
50	9.80%	9.81%	4.52%	14.32%	14.33%
51	9.96%	9.97%	4.60%	14.56%	14.57%
52	10.12%	10.13%	4.68%	14.80%	14.81%
53	10.31%	10.32%	4.77%	15.08%	15.09%
54	10.43%	10.44%	4.83%	15.26%	15.27%
55	10.57%	10.58%	4.90%	15.47%	15.48%
56	10.68%	10.69%	4.95%	15.63%	15.64%
57	10.66%	10.67%	4.94%	15.60%	15.61%
58	10.64%	10.65%	4.93%	15.57%	15.58%
59	10.03%	10.04%	4.63%	14.66%	14.67%
60 and over	10.03%	10.04%	4.63%	14.66%	14.67%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 48.48% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** For members in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67.
The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit E
GENERAL Cost Group #3 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	5.48%	2.64%	8.12%
16	5.57%	2.69%	8.26%
17	5.67%	2.74%	8.41%
18	5.77%	2.79%	8.56%
19	5.88%	2.85%	8.73%
20	5.98%	2.90%	8.88%
21	6.09%	2.96%	9.05%
22	6.20%	3.02%	9.22%
23	6.31%	3.08%	9.39%
24	6.42%	3.14%	9.56%
25	6.53%	3.19%	9.72%
26	6.65%	3.26%	9.91%
27	6.77%	3.32%	10.09%
28	6.89%	3.38%	10.27%
29	7.01%	3.45%	10.46%
30	7.14%	3.52%	10.66%
31	7.27%	3.58%	10.85%
32	7.40%	3.65%	11.05%
33	7.53%	3.72%	11.25%
34	7.66%	3.79%	11.45%
35	7.80%	3.86%	11.66%
36	7.95%	3.94%	11.89%
37	8.09%	4.02%	12.11%
38	8.24%	4.09%	12.33%
39	8.40%	4.18%	12.58%
40	8.55%	4.26%	12.81%
41	8.71%	4.34%	13.05%
42	8.86%	4.42%	13.28%
43	9.02%	4.51%	13.53%
44	9.18%	4.59%	13.77%
45	9.35%	4.68%	14.03%
46	9.50%	4.76%	14.26%
47	9.66%	4.84%	14.50%
48	9.82%	4.93%	14.75%
49	9.98%	5.01%	14.99%
50	10.14%	5.10%	15.24%
51	10.30%	5.18%	15.48%
52	10.47%	5.27%	15.74%
53	10.63%	5.35%	15.98%
54	10.77%	5.43%	16.20%
55	10.87%	5.48%	16.35%
56	10.98%	5.54%	16.52%
57	10.94%	5.52%	16.46%
58	10.70%	5.39%	16.09%
59	10.26%	5.16%	15.42%
60 and over	10.26%	5.16%	15.42%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 52.70% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit F
GENERAL Cost Group #4 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic not in Social Security</u>	<u>Basic in Social Security*</u>	<u>COLA</u>	<u>Total not in Social Security</u>	<u>Total in Social Security*</u>
15	5.27%	5.28%	2.51%	7.78%	7.79%
16	5.37%	5.38%	2.56%	7.93%	7.94%
17	5.46%	5.47%	2.61%	8.07%	8.08%
18	5.56%	5.57%	2.66%	8.22%	8.23%
19	5.66%	5.67%	2.71%	8.37%	8.38%
20	5.76%	5.77%	2.77%	8.53%	8.54%
21	5.86%	5.87%	2.82%	8.68%	8.69%
22	5.97%	5.98%	2.87%	8.84%	8.85%
23	6.07%	6.08%	2.93%	9.00%	9.01%
24	6.18%	6.19%	2.98%	9.16%	9.17%
25	6.29%	6.30%	3.04%	9.33%	9.34%
26	6.40%	6.41%	3.10%	9.50%	9.51%
27	6.52%	6.53%	3.16%	9.68%	9.69%
28	6.63%	6.64%	3.22%	9.85%	9.86%
29	6.75%	6.76%	3.28%	10.03%	10.04%
30	6.87%	6.88%	3.35%	10.22%	10.23%
31	7.00%	7.01%	3.41%	10.41%	10.42%
32	7.12%	7.13%	3.48%	10.60%	10.61%
33	7.25%	7.26%	3.54%	10.79%	10.80%
34	7.38%	7.39%	3.61%	10.99%	11.00%
35	7.52%	7.53%	3.69%	11.21%	11.22%
36	7.65%	7.66%	3.75%	11.40%	11.41%
37	7.79%	7.80%	3.83%	11.62%	11.63%
38	7.94%	7.95%	3.90%	11.84%	11.85%
39	8.09%	8.10%	3.98%	12.07%	12.08%
40	8.24%	8.25%	4.06%	12.30%	12.31%
41	8.39%	8.40%	4.14%	12.53%	12.54%
42	8.54%	8.55%	4.22%	12.76%	12.77%
43	8.69%	8.70%	4.30%	12.99%	13.00%
44	8.84%	8.85%	4.37%	13.21%	13.22%
45	9.01%	9.02%	4.46%	13.47%	13.48%
46	9.16%	9.17%	4.54%	13.70%	13.71%
47	9.31%	9.32%	4.62%	13.93%	13.94%
48	9.46%	9.47%	4.70%	14.16%	14.17%
49	9.63%	9.64%	4.79%	14.42%	14.43%
50	9.77%	9.78%	4.86%	14.63%	14.64%
51	9.94%	9.95%	4.95%	14.89%	14.90%
52	10.10%	10.11%	5.03%	15.13%	15.14%
53	10.28%	10.29%	5.13%	15.41%	15.42%
54	10.43%	10.44%	5.21%	15.64%	15.65%
55	10.57%	10.58%	5.28%	15.85%	15.86%
56	10.63%	10.64%	5.31%	15.94%	15.95%
57	10.67%	10.68%	5.33%	16.00%	16.01%
58	10.51%	10.52%	5.25%	15.76%	15.77%
59	10.05%	10.06%	5.01%	15.06%	15.07%
60 and over	10.05%	10.06%	5.01%	15.06%	15.07%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 52.27% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** For members in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67.
The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit G

GENERAL Cost Group #5 Non-PEPRA Member Contribution Rates

Membership Date before January 1, 2013

Effective 7/1/20 - 6/30/21

Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	5.31%	2.55%	7.86%
16	5.40%	2.60%	8.00%
17	5.50%	2.65%	8.15%
18	5.60%	2.70%	8.30%
19	5.70%	2.76%	8.46%
20	5.80%	2.81%	8.61%
21	5.90%	2.86%	8.76%
22	6.01%	2.92%	8.93%
23	6.11%	2.97%	9.08%
24	6.22%	3.03%	9.25%
25	6.33%	3.09%	9.42%
26	6.45%	3.15%	9.60%
27	6.56%	3.21%	9.77%
28	6.68%	3.27%	9.95%
29	6.80%	3.34%	10.14%
30	6.92%	3.40%	10.32%
31	7.04%	3.46%	10.50%
32	7.17%	3.53%	10.70%
33	7.30%	3.60%	10.90%
34	7.43%	3.67%	11.10%
35	7.57%	3.74%	11.31%
36	7.70%	3.81%	11.51%
37	7.85%	3.89%	11.74%
38	7.99%	3.96%	11.95%
39	8.14%	4.04%	12.18%
40	8.29%	4.12%	12.41%
41	8.45%	4.20%	12.65%
42	8.60%	4.28%	12.88%
43	8.75%	4.36%	13.11%
44	8.90%	4.44%	13.34%
45	9.06%	4.53%	13.59%
46	9.22%	4.61%	13.83%
47	9.38%	4.69%	14.07%
48	9.53%	4.77%	14.30%
49	9.69%	4.86%	14.55%
50	9.85%	4.94%	14.79%
51	10.01%	5.03%	15.04%
52	10.16%	5.11%	15.27%
53	10.33%	5.20%	15.53%
54	10.49%	5.28%	15.77%
55	10.60%	5.34%	15.94%
56	10.67%	5.37%	16.04%
57	10.73%	5.41%	16.14%
58	10.61%	5.34%	15.95%
59	10.29%	5.17%	15.46%
60 and over	10.29%	5.17%	15.46%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 52.69% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit H
GENERAL Cost Group #6 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic not in Social Security</u>	<u>Basic in Social Security*</u>	<u>COLA</u>	<u>Total not in Social Security</u>	<u>Total in Social Security*</u>
15	6.03%	6.04%	2.43%	8.46%	8.47%
16	6.14%	6.15%	2.48%	8.62%	8.63%
17	6.24%	6.25%	2.53%	8.77%	8.78%
18	6.36%	6.37%	2.58%	8.94%	8.95%
19	6.47%	6.48%	2.63%	9.10%	9.11%
20	6.59%	6.60%	2.68%	9.27%	9.28%
21	6.70%	6.71%	2.73%	9.43%	9.44%
22	6.82%	6.83%	2.78%	9.60%	9.61%
23	6.94%	6.95%	2.83%	9.77%	9.78%
24	7.07%	7.08%	2.89%	9.96%	9.97%
25	7.20%	7.21%	2.95%	10.15%	10.16%
26	7.33%	7.34%	3.00%	10.33%	10.34%
27	7.46%	7.47%	3.06%	10.52%	10.53%
28	7.59%	7.60%	3.12%	10.71%	10.72%
29	7.73%	7.74%	3.18%	10.91%	10.92%
30	7.87%	7.88%	3.24%	11.11%	11.12%
31	8.01%	8.02%	3.30%	11.31%	11.32%
32	8.17%	8.18%	3.37%	11.54%	11.55%
33	8.31%	8.32%	3.43%	11.74%	11.75%
34	8.47%	8.48%	3.50%	11.97%	11.98%
35	8.63%	8.64%	3.57%	12.20%	12.21%
36	8.79%	8.80%	3.64%	12.43%	12.44%
37	8.95%	8.96%	3.71%	12.66%	12.67%
38	9.11%	9.12%	3.78%	12.89%	12.90%
39	9.27%	9.28%	3.85%	13.12%	13.13%
40	9.44%	9.45%	3.93%	13.37%	13.38%
41	9.60%	9.61%	4.00%	13.60%	13.61%
42	9.76%	9.77%	4.07%	13.83%	13.84%
43	9.93%	9.94%	4.14%	14.07%	14.08%
44	10.09%	10.10%	4.21%	14.30%	14.31%
45	10.25%	10.26%	4.28%	14.53%	14.54%
46	10.43%	10.44%	4.36%	14.79%	14.80%
47	10.59%	10.60%	4.43%	15.02%	15.03%
48	10.78%	10.79%	4.51%	15.29%	15.30%
49	10.93%	10.94%	4.58%	15.51%	15.52%
50	11.07%	11.08%	4.64%	15.71%	15.72%
51	11.18%	11.19%	4.69%	15.87%	15.88%
52	11.13%	11.14%	4.67%	15.80%	15.81%
53	11.05%	11.06%	4.63%	15.68%	15.69%
54	10.59%	10.60%	4.43%	15.02%	15.03%
55	10.59%	10.60%	4.43%	15.02%	15.03%
56	10.59%	10.60%	4.43%	15.02%	15.03%
57	10.59%	10.60%	4.43%	15.02%	15.03%
58	10.59%	10.60%	4.43%	15.02%	15.03%
59	10.59%	10.60%	4.43%	15.02%	15.03%
60 and over	10.59%	10.60%	4.43%	15.02%	15.03%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 43.77% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** For members in Social Security, the rate should only be applied to monthly compensation in excess of \$116.67.
The rate should be applied to compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit I
SAFETY Cost Group #7 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	9.46%	6.27%	15.73%
16	9.46%	6.27%	15.73%
17	9.46%	6.27%	15.73%
18	9.46%	6.27%	15.73%
19	9.46%	6.27%	15.73%
20	9.46%	6.27%	15.73%
21	9.46%	6.27%	15.73%
22	9.60%	6.37%	15.97%
23	9.74%	6.47%	16.21%
24	9.89%	6.57%	16.46%
25	10.04%	6.68%	16.72%
26	10.19%	6.78%	16.97%
27	10.35%	6.89%	17.24%
28	10.50%	7.00%	17.50%
29	10.66%	7.11%	17.77%
30	10.83%	7.23%	18.06%
31	11.00%	7.34%	18.34%
32	11.17%	7.46%	18.63%
33	11.35%	7.59%	18.94%
34	11.53%	7.71%	19.24%
35	11.72%	7.85%	19.57%
36	11.91%	7.98%	19.89%
37	12.10%	8.11%	20.21%
38	12.29%	8.24%	20.53%
39	12.50%	8.39%	20.89%
40	12.72%	8.54%	21.26%
41	12.93%	8.69%	21.62%
42	13.16%	8.85%	22.01%
43	13.39%	9.01%	22.40%
44	13.65%	9.19%	22.84%
45	13.87%	9.35%	23.22%
46	13.89%	9.36%	23.25%
47	13.92%	9.38%	23.30%
48	13.73%	9.25%	22.98%
49 and over	13.21%	8.89%	22.10%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 69.75% applied to Basic rates prior to adjustment for administrative expenses.

*NOTE: The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.
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Exhibit J
SAFETY Cost Group #8 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	9.44%	6.41%	15.85%
16	9.44%	6.41%	15.85%
17	9.44%	6.41%	15.85%
18	9.44%	6.41%	15.85%
19	9.44%	6.41%	15.85%
20	9.44%	6.41%	15.85%
21	9.44%	6.41%	15.85%
22	9.58%	6.51%	16.09%
23	9.72%	6.61%	16.33%
24	9.87%	6.72%	16.59%
25	10.02%	6.83%	16.85%
26	10.17%	6.94%	17.11%
27	10.32%	7.04%	17.36%
28	10.48%	7.16%	17.64%
29	10.64%	7.27%	17.91%
30	10.80%	7.39%	18.19%
31	10.97%	7.51%	18.48%
32	11.15%	7.64%	18.79%
33	11.32%	7.76%	19.08%
34	11.51%	7.89%	19.40%
35	11.70%	8.03%	19.73%
36	11.88%	8.16%	20.04%
37	12.08%	8.30%	20.38%
38	12.27%	8.44%	20.71%
39	12.47%	8.58%	21.05%
40	12.69%	8.74%	21.43%
41	12.91%	8.90%	21.81%
42	13.14%	9.06%	22.20%
43	13.37%	9.22%	22.59%
44	13.62%	9.40%	23.02%
45	13.83%	9.55%	23.38%
46	13.90%	9.60%	23.50%
47	13.84%	9.56%	23.40%
48	13.75%	9.50%	23.25%
49 and over	13.24%	9.13%	22.37%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 71.51% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit K
SAFETY Cost Group #9 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	9.04%	3.86%	12.90%
16	9.04%	3.86%	12.90%
17	9.04%	3.86%	12.90%
18	9.04%	3.86%	12.90%
19	9.04%	3.86%	12.90%
20	9.04%	3.86%	12.90%
21	9.04%	3.86%	12.90%
22	9.17%	3.92%	13.09%
23	9.31%	3.99%	13.30%
24	9.45%	4.05%	13.50%
25	9.59%	4.11%	13.70%
26	9.73%	4.18%	13.91%
27	9.88%	4.24%	14.12%
28	10.03%	4.31%	14.34%
29	10.18%	4.38%	14.56%
30	10.34%	4.45%	14.79%
31	10.50%	4.52%	15.02%
32	10.67%	4.60%	15.27%
33	10.84%	4.68%	15.52%
34	11.01%	4.75%	15.76%
35	11.18%	4.83%	16.01%
36	11.36%	4.91%	16.27%
37	11.54%	4.99%	16.53%
38	11.71%	5.07%	16.78%
39	11.91%	5.16%	17.07%
40	12.10%	5.24%	17.34%
41	12.29%	5.33%	17.62%
42	12.49%	5.42%	17.91%
43	12.66%	5.50%	18.16%
44	12.76%	5.54%	18.30%
45	12.77%	5.55%	18.32%
46	12.65%	5.49%	18.14%
47	12.39%	5.37%	17.76%
48	12.72%	5.52%	18.24%
49 and over	13.30%	5.79%	19.09%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 45.09% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit L
SAFETY Cost Group #10 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	9.44%	6.15%	15.59%
16	9.44%	6.15%	15.59%
17	9.44%	6.15%	15.59%
18	9.44%	6.15%	15.59%
19	9.44%	6.15%	15.59%
20	9.44%	6.15%	15.59%
21	9.44%	6.15%	15.59%
22	9.58%	6.24%	15.82%
23	9.72%	6.34%	16.06%
24	9.87%	6.44%	16.31%
25	10.02%	6.54%	16.56%
26	10.17%	6.65%	16.82%
27	10.32%	6.75%	17.07%
28	10.48%	6.86%	17.34%
29	10.64%	6.97%	17.61%
30	10.80%	7.08%	17.88%
31	10.97%	7.19%	18.16%
32	11.15%	7.32%	18.47%
33	11.32%	7.43%	18.75%
34	11.51%	7.56%	19.07%
35	11.70%	7.69%	19.39%
36	11.88%	7.82%	19.70%
37	12.08%	7.96%	20.04%
38	12.27%	8.09%	20.36%
39	12.47%	8.22%	20.69%
40	12.69%	8.37%	21.06%
41	12.91%	8.52%	21.43%
42	13.14%	8.68%	21.82%
43	13.37%	8.84%	22.21%
44	13.62%	9.01%	22.63%
45	13.83%	9.15%	22.98%
46	13.90%	9.20%	23.10%
47	13.84%	9.16%	23.00%
48	13.75%	9.10%	22.85%
49 and over	13.24%	8.75%	21.99%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 68.52% applied to Basic rates prior to adjustment for administrative expenses.

***NOTE:** The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.

Exhibit M
SAFETY Cost Group #11 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	9.61%	6.55%	16.16%
16	9.61%	6.55%	16.16%
17	9.61%	6.55%	16.16%
18	9.61%	6.55%	16.16%
19	9.61%	6.55%	16.16%
20	9.61%	6.55%	16.16%
21	9.61%	6.55%	16.16%
22	9.76%	6.66%	16.42%
23	9.90%	6.76%	16.66%
24	10.05%	6.86%	16.91%
25	10.20%	6.97%	17.17%
26	10.36%	7.09%	17.45%
27	10.51%	7.19%	17.70%
28	10.67%	7.31%	17.98%
29	10.83%	7.42%	18.25%
30	11.00%	7.54%	18.54%
31	11.17%	7.67%	18.84%
32	11.35%	7.80%	19.15%
33	11.53%	7.92%	19.45%
34	11.72%	8.06%	19.78%
35	11.90%	8.19%	20.09%
36	12.09%	8.33%	20.42%
37	12.29%	8.47%	20.76%
38	12.49%	8.61%	21.10%
39	12.69%	8.76%	21.45%
40	12.90%	8.91%	21.81%
41	13.12%	9.06%	22.18%
42	13.35%	9.23%	22.58%
43	13.59%	9.40%	22.99%
44	13.82%	9.57%	23.39%
45	14.05%	9.73%	23.78%
46	14.08%	9.75%	23.83%
47	14.02%	9.71%	23.73%
48	13.76%	9.52%	23.28%
49 and over	12.99%	8.97%	21.96%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 71.65% applied to Basic rates prior to adjustment for administrative expenses.

*NOTE: The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.
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Exhibit N
SAFETY Cost Group #12 Non-PEPRA Member Contribution Rates
Membership Date before January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>Entry Age</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
15	9.57%	6.70%	16.27%
16	9.57%	6.70%	16.27%
17	9.57%	6.70%	16.27%
18	9.57%	6.70%	16.27%
19	9.57%	6.70%	16.27%
20	9.57%	6.70%	16.27%
21	9.57%	6.70%	16.27%
22	9.71%	6.80%	16.51%
23	9.86%	6.91%	16.77%
24	10.00%	7.02%	17.02%
25	10.16%	7.13%	17.29%
26	10.31%	7.24%	17.55%
27	10.46%	7.35%	17.81%
28	10.62%	7.47%	18.09%
29	10.78%	7.59%	18.37%
30	10.95%	7.71%	18.66%
31	11.12%	7.84%	18.96%
32	11.30%	7.97%	19.27%
33	11.47%	8.10%	19.57%
34	11.66%	8.24%	19.90%
35	11.86%	8.38%	20.24%
36	12.04%	8.52%	20.56%
37	12.23%	8.66%	20.89%
38	12.43%	8.80%	21.23%
39	12.64%	8.96%	21.60%
40	12.86%	9.12%	21.98%
41	13.07%	9.27%	22.34%
42	13.31%	9.45%	22.76%
43	13.54%	9.62%	23.16%
44	13.76%	9.78%	23.54%
45	13.97%	9.94%	23.91%
46	14.03%	9.98%	24.01%
47	13.95%	9.92%	23.87%
48	13.79%	9.80%	23.59%
49 and over	13.05%	9.26%	22.31%

Administrative Expense: 0.47% of payroll added to Basic rates.

COLA Loading: 73.61% applied to Basic rates prior to adjustment for administrative expenses.

*NOTE: The rate should be applied to all compensation up to the annual IRC 401(a)(17) compensation limit.
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Exhibit O
PEPRA Tiers Member Contribution Rates
Membership Date on or after January 1, 2013
Effective 7/1/20 - 6/30/21
Expressed as a Percentage of Monthly Payroll*

<u>General Tiers</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
Cost Group #1 – PEPRA Tier 4 (2% COLA)	8.68%	1.99%	10.67%
Cost Group #1 – PEPRA Tier 4 (3% COLA)	8.80%	2.96%	11.76%
Cost Group #2 - PEPRA Tier 5 (2% COLA)	8.16%	1.84%	10.00%
Cost Group #2 - PEPRA Tier 5 (3%/4% COLA)	8.39%	2.76%	11.15%
Cost Group #3 - PEPRA Tier 4 (3% COLA)	8.23%	2.83%	11.06%
Cost Group #4 - PEPRA Tier 4 (3% COLA)	8.96%	3.02%	11.98%
Cost Group #5 - PEPRA Tier 4 (2% COLA)	10.07%	2.27%	12.34%
Cost Group #5 - PEPRA Tier 4 (3% COLA)	11.38%	3.79%	15.17%
Cost Group #6 - PEPRA Tier 4 (3% COLA)	9.39%	3.21%	12.60%

<u>Safety Tiers</u>	<u>Basic</u>	<u>COLA</u>	<u>Total</u>
Cost Group #7 - PEPRA Tier D	14.31%	5.73%	20.04%
Cost Group #8 - PEPRA Tier D	13.05%	5.35%	18.40%
Cost Group #8 - PEPRA Tier E	12.09%	3.32%	15.41%
Cost Group #9 - PEPRA Tier E	13.17%	3.57%	16.74%
Cost Group #10 - PEPRA Tier D	12.70%	5.23%	17.93%
Cost Group #11 - PEPRA Tier D	11.44%	4.71%	16.15%
Cost Group #12 - PEPRA Tier D	11.65%	4.82%	16.47%

The Basic rates shown above also include an administrative expense load of 0.47% of payroll.

<p>*NOTE: The rate should be applied to all compensation (whether or not in Social Security) up to the applicable annual Gov. Code 7522.10(d) compensation limit.</p>
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CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION

SUBVENTION

All rates are shown as a percent of payroll.

Employee contribution rates vary depending upon their tier and age at entry. To compute the exact subvention percent for each employee, do the following:

Employee rate – Decrease the employee's rate by the subvention percent (i.e. 25%, 50%, etc.).

Employer rate – Increase the employer's rate by a **percent** of the employee's decrease using the applicable refundability factor (found on Exhibits A and B):

EXAMPLE FOR COST GROUP #3 LEGACY MEMBERS:

If the subvention percent is 25%, and
the employee's rate is 6.00%,

Employee rates should be decreased by 1.50% ($25\% \times 6.00\%$)
The employer rate should be increased by 1.4340% ($1.50\% \times 0.9560$)

Please note that for PEPRA members, subvention is generally not permitted. The standard under Gov. Code §7522.30(a) is that employees pay at least 50 percent of normal costs and that employers not pay any of the required employee contribution, but there are some exceptions. Gov. Code §7522.30(f) allows the terms (regarding the employee's required contribution) of a contract, including a memorandum of understanding, that is in effect on January 1, 2013, to continue through the length of a contract. This means that it is possible that an employer will subvent a portion of a PEPRA member's required contribution until the expiration date of the current contract, so long as it has been determined that the contract has been impaired.

CAUTION – these rates are for employer **subvention** of up to one-half the member contribution under Gov. Code §31581.1, NOT employer **pick-up** of employee contribution rates. When an employer subvents, the contribution subvented is not placed in the member's account and is therefore not available to the member as a refund. For this reason, the employer pays the contribution at a discount (i.e. "Refundability Factor").

Employer **pick-ups** of employee contributions are those made under Gov. Code §31581.2 and Internal Revenue Code §414 (h)(2) for the sole purpose of deferring income tax. These contributions are added to the member's account, are available to the member as a refund and are considered by CCCERA as part of the member's compensation for retirement purposes.

EMPLOYEE PAYMENT OF EMPLOYER COST

There are several reasons why the attached contribution rates may need to be adjusted to increase the employee portion including the following:

Gov. Code §31631 allows for members to pay all or part of the employer contributions.

Gov. Code §31639.95 allows for Safety members to pay a portion of the employer cost for the "3% at 50" enhanced benefit.

Gov. Code §7522.30(c) requires that an employee's contribution rate be at least equal to that of similarly situated employees.

Gov. Code §7522.30(e) allows the employee contributions to be more than one-half of the normal cost rate if the increase has been agreed to through the collective bargaining process.

If you need to increase the employee contribution rate for any reason, you will need to adjust both employee and employer rates as follows:

Employee rate – Increase the employee’s rate by the desired percent of payroll.

Employer rate – Decrease the employer’s rate by a **percent** of the cost-sharing percent of payroll using the applicable refundability factor:

EXAMPLE FOR COST GROUP #11 LEGACY MEMBERS:

If the required increase in the employee rate is 8.0%,

Employee rates should be increased by 8.0%.

The employer rate should be decreased by 7.6944% ($8.0\% \times 0.9618$)

PREPAYMENT DISCOUNT FACTOR FOR 2020-21

Employer Contribution Prepayment Program & Discount Factor for 2020-21 is **0.9696**

If you are currently participating in the prepayment program and wish to continue, you do not need to do anything other than prepay the July 1, 2020 through June 30, 2021 contributions on or before July 31, 2020. If you wish to start participating, please contact the Accounting Department at CCCERA by March 31, 2020.

The discount factor is calculated assuming the prepayment will be received on July 31 in accordance with Gov. Code §31582(b) in lieu of 12 equal payments due at the end of each month in accordance with Gov. Code §31582(a). The discount factor for the fiscal year July 1, 2020 through June 30, 2021 will be **0.9696** based on the interest assumption of 7.00% per annum. It is calculated by discounting each of the 12 equal payments back to the date that the prepayment is made and is the sum of the discount factors shown in the table below divided by 12. Each of the discount factors below is based on how many months early the payment is made.

Payment Number	Number of Months Payment is Made Early	Discount Factor
1	0	1.0000
2	1	0.9944
3	2	0.9888
4	3	0.9832
5	4	0.9777
6	5	0.9722
7	6	0.9667
8	7	0.9613
9	8	0.9559
10	9	0.9505
11	10	0.9452
12	11	0.9399
Sum of Discount Factors Divided by 12:		0.9696

CONTRA COSTA COUNTY

BOARD OF RETIREMENT

REGULATIONS

Adopted 9/14/99
Amended 9/18/01
Amended 12/11/02
Amended 2/19/03
Amended 7/09/03
Amended 8/11/04
Amended 2/8/06
Amended 7/11/07
Amended 9/8/10
Amended 1/14/15
Amended 10/23/19

**CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT
ASSOCIATION
BOARD OF RETIREMENT
REGULATIONS**

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**CONTRA COSTA COUNTY EMPLOYEES' RETIREMENT
ASSOCIATION
BOARD OF RETIREMENT
REGULATIONS**

I. ADMINISTRATION

1. Name

The name of this Association is "The Contra Costa County Employees' Retirement Association" ("CCCERA" or the "Association").

2. Board

Whenever used in these Regulations, unless otherwise stated, "Board" and "Board of Retirement" mean CCCERA's Board of Retirement as defined in California Government ("Gov.") Code beginning at Section 31459.

2.1 Alternate Board Members

- A. The alternate safety, alternate appointed and alternate retiree members shall be provided with the same conference, education and manager on-site visit opportunities as all other Board members.
- B. The alternate safety, alternate appointed and alternate retiree members may participate in the deliberations of the Board or its committees including those deliberations held in closed session.
- C. Neither the alternate safety member, the alternate appointed member nor the alternate retiree member shall be entitled to serve as an officer of the Board.
- D. The alternate retiree member shall be entitled to the same compensation as the retiree member for attending a meeting, pursuant to Gov. Code Section 31521, whether or not the retiree member is in attendance at that meeting.
- E. The alternate appointed member shall be entitled to the same compensation as the fourth, fifth, sixth or ninth member, pursuant to Gov. Code Section 31520.12, whether or not the fourth, fifth, sixth or ninth members attend the meeting.

3. Election of Officers

At the first regular meeting in July, as the first order of business, the Board shall elect a Chairperson, Vice-Chairperson, and Secretary, each to hold office for a term of one year or until a successor is duly elected and qualified. The newly elected officers shall immediately be seated. The Chairperson shall establish the agenda as it relates to administrative or investment matters with the assistance of the Chief Executive Officer. Should an officer for any reason fail to complete his/her term, the Board shall select a successor for the balance of the expired term at its next regular meeting.

4. Delegation to Chief Executive Officer

In addition to the normal duties required to administer the Association on a day-to-day basis, the Chief Executive Officer is authorized to perform the following duties which are otherwise reserved for the Board:

- A. Issue subpoenas and subpoenas duces tecum under Gov. Code Section 31535.
- B. Release unclaimed funds under Gov. Code Section 31629 provided the claimant has adequately established his/her identity and makes application for the funds.
- C. Determine, under Gov. Code Section 31724, that the effective date of a member's disability retirement is a date earlier than the date the application was filed if the delay in filing was due to administrative oversight or inability to ascertain permanency and where credible documentation exists to support this fact.
- D. Accept elections for deferred retirement under Gov. Code Section 31700 and affidavits of membership under Gov. Code Section 31526.
- E. Correct prospectively any administrative error in the calculation of retirement benefits, with the issue of retroactive corrections, if any, to be reserved for the Board's exercise of discretion in accordance with the law.

5. Fiscal Year

The fiscal year for budget purposes shall be the calendar year.

II. MEETINGS

1. Regular Meetings

Regular meetings shall be held on the second and fourth Wednesday of each month at 9:00 a.m. in the Board Room of the Contra Costa County Employees' Retirement Association, 1200 Concord Avenue, Suite 350, Concord, California 94520, unless changed by the Board.

2. Quarterly Investment Review

The Board shall review investment manager performance on a quarterly basis, unless changed by the Board.

3. Special Meetings

Special meetings may be called in accordance with the Ralph M. Brown Act.

4. Rules of Order

Unless otherwise provided herein, the general conduct of the Board shall be guided by Robert's Rules of Order, Revised, 1915 edition. All other proceedings, including those of motions and decorum, shall be guided by those provisions pertaining to an "Assembly" as specified in Robert's Rules of Order.

The Chairperson will:

- A. Vote on all Questions
- B. Recognize a member or non-member entitled to speak
- C. Enforce the rules and decorum specified in these Regulations

A motion for the "Previous Question" (to "call" or cut off debate of the immediate pending question) may be made by any member without a second. If no objections are made by the members, the Chairperson will immediately "put", without debate, the question. If an objection is made, a vote is immediately required, without debate, regarding the "previous question". A vote of 2/3 of the votes cast is necessary for adoption. If adopted, the Chairperson immediately "puts", without debate, the pending question.

4.a. Order of Business, First Meeting of the Month

The usual order of business at the first meeting of the month shall be:

- A. Public Comment
- B. Approval of minutes
- C. Routine items approval
- D. Closed Session for disabilities, litigation, and personnel matters.
- E. Report out of Closed Session
- F. Unfinished administrative business
- G. New administrative business
- H. Fiduciary/Staff education
- I. Miscellaneous
 - (i) Staff Report
 - (ii) Outside Professionals' Reports
 - (iii) Trustees' comments

The Chairperson may modify the order of business.

4.b. Order of Business, Second Meeting of the Month

The usual order of business at the second meeting of the month shall be:

- A. Public Comment
- B. Approval of minutes
- C. Investment performance review
- D. Investment matters
- E. Actuarial matters
- F. Miscellaneous
 - (i) Staff Report
 - (ii) Outside Professionals' Report
 - (iii) Trustees' comments

The Chairperson may modify the order of business.

5. Quorum

Five voting Members of the Board present at the meeting shall constitute a quorum. No motion may be passed or business transacted without five affirmative votes.

6. Communications and Requests

Communications and requests should be made in writing and any action of the Board thereon shall be noted in the minutes.

7. Minutes

The minutes or a true copy thereof, prepared in accordance with the Ralph M. Brown Act, shall be signed by the Secretary and the Chairperson, and shall form part of the permanent records of the Board. The reason for a Board member's vote on a Board action shall be included in the minutes when requested by the member.

8. Committees of the Board

The Chairperson shall appoint committees as deemed necessary to carry out the business of the Board. A quorum for a Committee meeting shall consist of three Board Members. Committee meeting will be open to the public, except for meetings of ad-hoc advisory committees consisting of less than a quorum of the full Board. A Chairperson and Vice-Chairperson for each Committee will be appointed by the Board of Retirement Chairperson.

III. MEMBERSHIP

1. Exclusion from Membership – By Type of Employment

- A. All officers and employees of the County or districts shall be members of the association as provided in Article 4 under Sections 31550-31567 of the County Employees' Retirement Law of 1937 (Gov. Code Secs. 31450, et seq. "CERL"), unless excluded from membership by this Section.
- B. The following employees shall be excluded from membership:
 - (i) Temporary, seasonal or independent contract employees who are employed or re-employed for temporary service or at certain specified periods each year.
 - (ii) Intermittent or permanent-intermittent employees who are appointed to serve less than 80% of the full number of working hours required of regular employees or who actually serve less than 80% of such full number of working hours in one year as certified by their appointing authority.
 - (iii) Part-time employees whose service for the County or district is less than fifty (50) percent of the full number or working hours required of full-time employees at that employer.
 - (iv) Project employees, unless the appointing authority certifies that the project is expected to be of one year or more in duration on a greater than part-time basis.
 - (v) Provisional employees, unless they otherwise meet the requirements for reciprocal benefits with other retirement systems under Article 15 of CERL.
- C. In making its determination regarding an employee's inclusion in or exclusion from membership, the Board will not rely solely upon the term given to the type of employment. Rather, the Board will rely upon such additional facts such as the nature of the employment, its expected or actual duration, and its relationship to what is considered full-time, permanent employment.

2. Exclusion from Membership – by Compensation

Except as otherwise herein provided, all employees of the County or district who receive compensation amounting to less than one-hundred (\$100) dollars per month, and in the case of employees paid on other than a monthly basis an average of one-hundred (\$100) dollars per month for the preceding year, including maintenance valued according to the schedule adopted by the governing

body, are hereby excluded and exempted from membership in the Retirement Association. Any member of the Retirement Association whose salary is reduced to an amount less than one-hundred (\$100) dollars per month shall have the option of continuing or discontinuing his/her active membership in the Association.

2.1 Exclusion from Membership – by Waiver

Newly hired employees age 60 and older may waive membership as authorized by Gov. Code Section 31552. Any such waiver of membership shall be effective only if it is submitted to the CCCERA Chief Executive Officer within 90 days of the employee's date of hire; provided, however, that the Chief Executive Officer may, in his/her sole and reasonable discretion, waive the time limitation if the newly hired employee establishes good cause for such a waiver.

3. Certifications

Every employee of the County or district within the county whose employees are members of the Association shall, upon entry into the Association, complete a sworn statement as provided for in Gov. Code Section 31526(b). A certified copy of the member's birth certificate or other evidence of birth may be required by the Board.

It shall be the employer's responsibility to assure compliance with this section. The Board shall assess the employer five hundred (\$500) dollars per employee for every month or fraction thereof that the required certification is not submitted. The Board shall notify the employer in writing of the imposition of assessment at least thirty days before the assessment.

IV. CONTRIBUTIONS AND REPORTING

1. Leave of Absence

When a leave of absence without pay is less than a full calendar month, the full monthly contribution, if available from the member's salary, shall be deducted from the member's earnable compensation and service credit shall be given for a full calendar month. If the amount of the member's salary for the applicable period is less than the contributions due, then no deduction shall be made for service credit. (Gov. Code section 31527, subd. (a).)

Members on stipendiary educational leaves shall continue to make contributions.

2. Due Dates

Each employer shall report to the Association in a manner and frequency as determined by the Board sufficient for the Board to credit contributions and service to each member's record.

Unless otherwise specified, reports shall be due no later than the tenth of each month for the previous month's payroll and shall be accompanied by member and employer contributions. If the tenth of the month falls on a weekend or holiday, the due date shall be the last working day before the tenth. Reports, which are unreadable or incorrect, shall not be accepted and shall be returned to the employer.

Reports and contributions received after the due date shall be considered late and subject to a late reporting penalty equal to: the prime rate in effect on the due date computed on a daily, non-compounding basis and applied to the contributions due.

3. Drops in Payroll

Whenever the employer's reportable payroll drops to a level which is lower than 70% of its payroll during the same period in the preceding year, the Board may investigate the cause. Whenever the employer's reportable payroll drops to a level which is lower than 50% of its payroll during the same period in the preceding year, the Board shall investigate the cause. If the Board determines that the cause is other than temporary it shall determine the amount of contributions due from the employer to continue paying its share of any unfunded liability. This amount shall then be due from the employer in addition to any contributions made on the reduced payroll.

4. Employer Certification

Each report as specified in Section IV.2 shall include or be accompanied by a certification, under penalty of perjury, as to its accuracy. The certification shall be made by a duly authorized representative of the employer.

V. SERVICE

1. Leave of Absence

When a member returns from a medical leave of absence without pay, the member shall receive credit for up to 12 months of the leave time if the member pays an amount equal to what he or she would have paid, including any amount that would have been paid by the member's employer on the member's behalf (i.e., subvented), had he or she not taken the leave together with the interest that such amount would have earned had it been on deposit. Calculation of the cost of the leave purchase and the method of payment for such leave shall be as provided in Gov. Code Section 31646.

2. Prior Service

In establishing the length of prior service for any member entitled to credit therefore, official payroll records or other official records shall be controlling. In the event that any of such records are unavailable, the Board, in its discretion, may accept affidavits of the employee, affidavits of the employee's employer, affidavits of fellow employees or such other sworn evidence as the Board determines to be pertinent.

For the purpose of these Regulations, credit for prior service for a per diem employee entitling the employee to a full year's credit towards retirement shall mean 200 or more workdays of service rendered in any one calendar year including leave of absence, vacation and sick leave duly granted, but not more than one year of credit shall be allowed for service in any one calendar year. Service of less than 200 workdays in any one calendar year shall be credited on the pro-rata basis of 250 workdays per year.

Prior service shall include all service for the employer and all service while on leave from the employer for military duty, which is prior to the establishment of the retirement system.

3. Sick Leave Credit

The following provisions govern the use of sick leave credit toward service credit at retirement under Government Code Sections 31641.01 as adopted by the County Board of Supervisors.

- A. The total hours of sick leave accumulated by the member on the date of retirement, at the rate of one day for each one day earned, shall be certified as to its accuracy in writing under penalty of perjury by the duly authorized representative of the employer.

- B. The Association shall convert the total sick leave into years and fractions of a year using the following equivalencies:
 - (i) For firefighters, accumulated sick leave hours at retirement shall be divided by 2,912 (average number of working hours per year for a firefighter).
 - (ii) For all other members, the accumulated sick leave hours at retirement shall be divided by 2,000 hours (average number of working hours per year).
- C. The formula used to determine the sick leave service credit value shall be the same as used for the member's service category at the time of retirement.

4. Service Purchase

Any member who elects to purchase prior public service under Government Code Section 31641.2, prior nonmembership service under Government Code Section 31641.5, prior service under Government Code Section 31648, or military service under Government Code Section 31649.5, shall be eligible to make the purchase anytime before applying for retirement.

Any member who elects to purchase prior public service under Government Code Section 31641.2, prior nonmembership service under Government Code Section 31641.5, prior service under Government Code Section 31648 or military service under Government Code Section 31649.5 shall be permitted to make such purchase in installment payments as provided for in Section V, paragraph 6 of these Regulations.

5. Redeposit of Withdrawn Contributions

On redeposit, a member must pay withdrawn contributions plus any interest as defined in Gov. Code Section 31472.1, subject to Section V, paragraph 8.

The redeposit will exclude contributions subvented by the employer under Gov. Code Secs. 31581.1 31581.2 and 31630, and exclude any Cost of Living (COL) contributions that were not otherwise paid by members as a result of a transfer of excess surplus funds for that year.

6. Installment Payments

Whenever a member elects to purchase prior public service (Gov. Code Sec. 31641.2), prior nonmembership service (Gov. Code Sec. 31641.5), prior military service (Gov. Code Sec. 31649.5), prior service (Gov. Code Sec. 31648), or leave of absence service (Gov. Code Sec. 31646), or elects to redeposit withdrawn

service (Gov. Code Sec. 31652), and the member elects to make such purchase or redeposit in installment payments, the following shall govern:

- A. The amount of service represented by each installment payment shall be computed by dividing the amount of the installment payment by the total cost of purchase or redeposit, and multiplying the resulting percent by the total service being purchased or redeposited.
- B. The member's service credit record shall be increased to reflect each installment payment as it is received and shall be applied to the most recent service for which credit is available.
- C. The member's account balance shall be increased to reflect each installment payment as it is received. Unless otherwise certified by the employer, the installment payment will be deemed and credited as after-tax member contributions.
- D. If the member dies, requests a refund, or retires either for service or disability, no further installments shall be accepted. Any benefit payable thereafter shall recognize or include service purchased or redeposited and account balances to date.
- E. If multiple periods of service are eligible for purchase or redeposit, the cost of each period shall be separately computed and any installments shall apply to the most recent service period first.
- F. Unless otherwise prohibited by law (leave of absence without pay under Gov. Code Sec. 31646, prior public service under Gov. Code Sec. 31641.2, and prior nonmembership service under Gov. Code Sec. 31641.5), the member shall be eligible to make installment payments so long as he or she continues to be actively employed.

As for service purchased under Government Code Sections 31641.5 and 31646, such payments may be made by lump sum or by installment payments over a period not to exceed the length of time for which the member has elected to receive credit, in the manner otherwise provided for in this paragraph 6.

As for service purchased under Government Code Section 31641.2, such payments may be made during active employment as a member by lump sum or by installment payments over a period not to exceed five years.

- G. A member may elect installment payments by monthly payroll deductions on a post tax basis.
 - (i) A Purchase Contract must be signed for payroll deductions.

- (ii) All payroll deduction Purchase contracts must be paid in full by the member's retirement date or within 120 days of termination.
- (iii) Service credit is posted to member's account at the completion of the contractual payments.

7. Conversion of Tier II Service Credit

Once a member elects or by resolution has been placed into Tier III membership under Gov. Code Sec 31755 he or she is eligible to convert all or any part of Tier II service credit to Tier III service credit.

The member's cost shall be the difference between the total amount he or she and the employer paid into the Association under Tier II and what would have been contributed during the same time if the employee had been under Tier III, together with interest as defined in Section 31472.1, subject to Section V, paragraph 8.

8. Forgiveness of Interest

In cases where a member is redepositing withdrawn contributions, purchasing service credit or converting service credit in accordance with this Section V, interest shall not include the most recently credited interest amount if all of the following conditions are met:

- A. The member requested a calculation of the cost of the purchase or conversion more than three months prior to the June 30 or December 31 interest crediting date.
- B. The member received the requested calculation after the June 30 or December 31 interest crediting date.
- C. Within 30 days of receipt of the requested calculation the member pays all or a part of the cost with a lump sum payment.

VI. COMPENSATION

1. Compensation for Retirement Purposes.

The Board has adopted a Board Compensation Policy listing items of compensation that are included in “compensation”, “compensation earnable”, and “final compensation” as defined in Government Code Sections 31460, 31461, and 31462.1. The Retirement Association will provide each employer with a copy of the Board Compensation Policy. Each employer is required to transmit promptly to the Retirement Association, contributions on each item of compensation listed in the Compensation Policy as includible in “compensation”.

2. New or changed pay items.

Each employer shall report to the Association in writing within 30 days of any of the following events:

- A. A new pay item is created.
- B. There has been a change in either an existing pay item or the conditions under which the pay item is computed, accrued or paid.
- C. Notification received after the 30 days adoption shall be considered late and shall be assessed as defined in Section IV.2.
- D. Upon notification, the Board shall determine whether the pay item is included in “compensation” as defined in Section 31460.

VII. NORMAL RETIREMENT AGE AND BONA FIDE SEPARATIONS

Normal Retirement Age

For purposes of applying the Pension Protection Act of 2006 (“PPA”) and complying with other applicable tax-related laws (such as restrictions on in-service distributions), effective July 1, 2007, the “Normal Retirement Age” for CCCERA members shall be the age set forth in CERL retirement formula for an unreduced benefit that applies to each CCCERA member immediately preceding the effective date of his or her retirement from a CCCERA employer. For example, the Normal Retirement Age for a member who earns retirement service immediately before retirement under a “3% at 50” retirement formula (Gov. Code section 31664.1) is 50 years of age. The Normal Retirement Age for a member who earns retirement service immediately before retirement under a “2% at 55” retirement formula (Gov. Code section 31676.16) is 55 years of age.

Notwithstanding the foregoing, Normal Retirement Age for CCCERA members shall in no event be earlier than (i) age 55 for CCCERA members who are not Qualified Public Safety Employees (as defined in Internal Revenue Code section 72(t)(10)(B)) immediately prior to their retirement; and (ii) age 50 for CCCERA members who are Qualified Public Safety Employees.

The Board may change or further refine its determination of Normal Retirement Age as described herein in order to comply with any rules or regulations of the Internal Revenue Service or other applicable law. The Board’s current determinations of Normal Retirement Age are based upon the findings and conclusions set forth in Board of Retirement Resolutions 2007-1 and 2007-2.

Bona Fide Separation from Service

A) In order to comply with tax law restrictions on in-service distributions, a member who retires at an age younger than Normal Retirement Age, as defined herein, may not enter into an agreement, either oral or written, prior to the date the member's retirement commences, to be reemployed while retired by the same CCCERA employer, regardless of the length of the member's break in service after retirement. The member must acknowledge in writing to CCCERA at the time of retirement that the member has been informed of these requirements and limitations on post-retirement employment and that no prearrangement to be reemployed while retired exists.

B) A member who retires at an age younger than Normal Retirement Age, as defined herein, must have at least a continuous 90-day break in service from the date of the member's last day of employment prior to being reemployed while retired by the member’s prior CCCERA employer.

C) If a member is reemployed without compliance with subsections (A) and (B) above, the retired member's retirement benefits from CCCERA must cease as soon as practicable upon discovery by CCCERA and will not resume until the member has a bona fide separation from service or reaches Normal Retirement Age, whichever occurs first.

D) The definitions, limitations and requirements contained herein shall be provided to every CCCERA member who inquires about retirement.

VIII. WITHDRAWALS

1. Discontinued Service

The service of a member will be considered “discontinued” under Gov. Code Section 31628 only if the member has actually terminated employment and either the termination is due to lay-off or the member is not reemployed by that employer for a period of 45 days.

The service of a member will not be considered discontinued if the member continues to work for the employer or for another participating employer, even if the member’s work schedule is below the minimum number of hours required to qualify for coverage. In these cases interest will continue to be credited to the member's account.

2. Account Withdrawals

All requests to withdraw an account must be in writing.

All payments of an account balance shall be in the form of either or both of the following:

- A. A lump sum distribution
- B. A rollover to an IRA or a new employer’s Qualified Plan per current IRS guidelines.

3. Interest Crediting

Interest is credited to the account of a pending refund request on June 30th or December 31st if the funds have been on deposit for six months or more in accordance with Gov. Code Section 31591.

A member who continues employment in a non-covered position will have interest credited to his/her account.

4. Account Reinstatement

A member who has appealed a dismissal and has been reinstated by the employer is allowed to redeposit withdrawn retirement contributions, plus interest, and will be reinstated as of the original date of membership in the Association.

IX. NEW PARTICIPATING EMPLOYERS (Section 31557)

All officers and employees of any newly participating district shall become members of the Association as provided in Section 31557.

- A. An actuarial valuation shall be made to determine liability.
- B. The district shall pay the cost of the valuation.

**X. PARTICIPATING EMPLOYER WITHDRAWAL
(SECTIONS 31564 AND 31564.2)**

An employer, by resolution, may withdraw its employees from membership in the Association as provided in Government Code sections 31564 and 31564.2.

- A. Upon notification by an employer that it is considering withdrawing from the Association, the Association will provide the employer with a copy of the Association's Employer Termination Policy.
- B. An employer shall comply with the Association's Employer Termination Policy to ensure the actuarial soundness of the retirement system.

XI. DISPENSING WITH RECALCULATION FOR MINOR DISCREPANCY

1. Closed Accounts

The Board authorizes the Chief Executive Officer to refrain from collecting an under payment or refunding an overpayment of accumulated contributions from a member who has terminated from the association and cannot be located, whenever the amount is fifty dollars (\$50) or less.

2. Active, Deferred and Retiree Accounts

The association may dispense with issuing any check whenever the retroactive liability is less than five dollars (\$5).

XII. APPLICATIONS FOR DISABILITY RETIREMENT

(Adopted: Retirement Board – June 14, 1977)

(Approved: Board of Supervisors – June 28, 1977)

1. Application Form

An application for service-connected or nonservice-connected disability retirement shall be filed on the Application for Disability Retirement form prescribed by the Board of Retirement, and shall include either a completed Physician's Statement or another form of medical report to support the Application.

2. Effective Date Of Disability Retirement Allowance

(a) The effective date of a disability retirement allowance shall be established pursuant to Gov. Code Section 31724.

(b) The applicant may apply to have the disability retirement allowance become effective earlier than the date the application is filed upon a showing the application was delayed due to administrative oversight or by the inability to determine the permanency of the disability until after the date following the last day for which the applicant received regular compensation, by completing the applicable section of the Application for Disability Retirement form. The failure of the applicant to apply for an earlier effective date at the time the application is filed shall constitute a waiver of the right to apply for an earlier effective date.

3. Denial Without Prejudice

(a) In the event the medical advisor's recommendation is to deny the disability application (without prejudice), the member may submit additional medical information to support the application and/or request a hearing within six (6) months of notice of the denial.

(b) In the event the medical advisor's recommendation is to grant the disability application, the Board of Retirement will review the recommendation and take action on the application for disability retirement. If the Board denies the application (without prejudice), the member may request a hearing within six (6) months of notice of the denial.

4. Request For Hearing

Any applicant for disability retirement shall, upon request, be entitled to a hearing, at the sole discretion of the Board of Retirement, before the Board, or before a referee appointed by the Board pursuant to Gov. Code section 31533.

Any such request for hearing shall be in writing, and shall be made within 30 days after notice of the Board's action denying the application is mailed by certified or registered mail to the applicant. An application is deemed made on the date mailed if mailed by certified or registered mail, on the date postmarked if mailed by first class mail and received, or on the date received by the Association, whichever is earlier.

5. Judicial Review

In any matter in which the party or applicant is entitled to judicial review of any action taken by the Board of Retirement, the petition to the court must be filed within 90 days from the date the notice of the Board's decision is delivered to the party or applicant, or served by certified or registered mail upon the party or applicant or the party's or applicant's attorney.

The procedure for hearings on disability retirement applications that the Board of Retirement or a Referee holds in connection with determination of disability retirement benefits under CERL shall be set forth in the Board of Retirement's separate policy regarding the same.

XIII. CONTINUED EMPLOYMENT OF PARTIALLY DISABLED EMPLOYEES

(Approved: Board of Supervisors – May 9, 1972)

NOTE: This entire section (formerly Section 10) is under consideration for either a complete rewrite and renumbering, or deletion. Below is a reproduction of Section 10 as created in 1972.

Section 10.1 – Purpose

This regulation governs the procedures for the continued employment of partially disable members pursuant to Government Code Section 31725.5 and County Ordinance Code Section 2468.

Section 10.2 – Definitions

In this regulation, unless otherwise specifically provided, or required by the context, these terms have these meanings:

- A. “Reassignment” means the appointment (pursuant to the Statute, the ordinance and this regulation) of a member to a position, with duties different from, and compensation earnable higher, lower, or the same as, the position for which he is incapacitated.
- B. “Board” means the Board of Retirement (Retirement Board).
- C. “Chief Executive Officer” means the Retirement Administrator as defined in Government Code Section 31522.
- D. “Incapacitated for the performance of his/her duties” means the permanent inability of the member, due to physical or mental causes, to perform the duties of his/her specific position.
- E. “Committee” means the Rehabilitation Committee.
- F. “Governing Body” means the Board of Supervisors or the elected officials governing a district.
- G. “District” is defined in Government Code Section 31468.

Section 10.3 – Rehabilitation Committee

- A. A Rehabilitation Committee is hereby established for the purpose of recommending whether a member shall be reassigned.

- B. Except as provided by Section 10.7, this committee shall consist of the following:
 - a. The permanent members are a member of the Board designated by it; and the County Administrator, Director of Personnel and County Health Officer or their designees; and the Chief Executive Officer or his/her designee, who serves as secretary without a vote.
 - b. The appointing authority within the department or district to which the reassignment is proposed or his/her (its) designee.
 - c. The employee and/or his/her designee, unless he waives membership.

Section 10.4 – Procedure

- A. After an application for disability is filed, the Chief Executive Officer shall consult with the Board's medical advisor, the member employee and others as necessary, to determine whether a reassignment appears feasible (in view of the member employee's condition) if the Board later finds the member employee to be incapacitated for the performance of his/her duties. If a reassignment appear feasible to the Chief Executive Officer, he shall convene the permanent members of the Committee and the employee or his/her designee, and they shall explore the practicabilities of returning the member employee to his/her previous position or reassigning, rehabilitating and/or retraining him/her.
- B. When a department or district is located to which a reassignment appears feasible, the appointing authority within it shall be added to the Committee (pursuant to Section 10.3B(2) above).
- C. The Committee may make its recommendation to the Board at any time before or after Board action on the application for disability retirement.

Section 10.5 – Reassignment

After the Board determines that the member employee is incapacitated for the performance of his/her duties, he shall be reassigned, in lieu of being retired for disability, if the appointing authority in the department or district in which he is to be employed and the Governing Body agree to his/her appointment and the appointment is made in accordance with any applicable merit or Civil Service system rules.

Section 10.6 – Later Retirement

If a member who has accepted reassignment is voluntarily or involuntarily separated from the service thereafter, his/her retirement benefits and rights, including those of his/her beneficiaries, shall be determined as if he were being retired on the date of this

later separation for the same type of disability retirement as he would have received had he been retired originally instead of reassigned, but a new application may be filed for disability retirement based on his/her job connected injury or disease occurring after the first application was filed, and his/her rights and benefits (including Cost-of-Living retirement adjustments) shall not be less than those to which he would be entitled if he retires for service on the date of his/her later separation.

Section 10.7

In a district for which the Board of Supervisors is not the governing body, the Chief Executive Officer shall request the district to appoint to the Committee those personnel with functions similar to those of the County Administrator and Director of Personnel; and such other personnel shall then service on the Committee in lieu of the County Administrator and Director of Personnel.

XIV. AMENDMENT OF REGULATIONS

Amendments to these regulations require 6 affirmative votes of the Board.