CONTRA COSTA COUNTY

Administration Building | 1025 Escobar St., Martinez

AGENDA

Tuesday, November 4, 2025
9:00 AM

BOARD OF SUPERVISORS

Supervisor John Gioia, District I
Supervisor Candace Andersen, District II
Supervisor Diane Burgis, District III
Supervisor Ken Carlson, District IV
Supervisor Shanelle Scales-Preston, District V

Clerk of the Board (925) 655-2000
clerkoftheboard@cob.cccounty.us

The public may attend the Board meeting in person and remotely via call-in or Zoom. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov. Meetings of the Board are closed-captioned in real time. For real time translation of the Board of Supervisors meeting, please go to the Wordly website: https://attend.wordly.ai/join/UPPW-1508.

Persons who wish to address the Board during public comment or with respect to an item on the agenda may comment in person or may call in during the meeting by dialing 888-278-0254 followed by the access code 843298#. A caller should indicate they wish to speak on an agenda item by pushing "#2" on their phone. Persons who wish to address the Board in person should complete the form provided for that purpose. Access via Zoom is also available using the following link: https://cccounty-us.zoom.us/j/89586041575. Those participating via Zoom should indicate they wish to speak on an agenda item by using the “raise your hand” feature in the Zoom app. To provide contact information, please contact Clerk of the Board at clerkoftheboard@cob.cccounty.us or call 925-655-2000. If the Zoom connection malfunctions for any reason, the meeting may be paused while a fix is attempted. If the connection is not reestablished, the Board will continue the meeting in person without remote access.

Public comments generally will be limited to two minutes per speaker. In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair. Staff reports related to open session items on the agenda are also accessible online at www.contracosta.ca.gov.

1. CALL TO ORDER; ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION (Gov. Code § 54956.9(d)(1))
1. Christopher Vieira v. Contra Costa County, WCAB Nos. ADJ17556584; ADJ17556639
2. Vyacheslav Viner, et al. v. Contra Costa Regional Medical Center, et al.; Contra Costa County Superior Court, Case No. C21-00187
3. Tracy Pachote v. County of Contra Costa, et al., United States District Court, Northern District of California, Case No. 21-04097 SK
4. Contra Costa County v. Comcast Cable Communications Management LLC; Contra Costa County Superior Court, Case No. C25-01871

B. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation (Gov. Code, § 54956.9(d)(4)): [one potential case]

4. Inspirational Thought-

"Our debt to the heroic men and valiant women in the service of our country can never be repaid. They have earned our undying gratitude. America will never forget their sacrifices." President Harry Truman

5. CONSIDER CONSENT ITEMS (Items listed as C.1 through C.100 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor. Items removed from the Consent Calendar will be considered with the Discussion Items.

6. PRESENTATIONS

PR.1 PRESENTATION by State Senator Jesse Arreguín: Legislative priorities, accomplishments and County collaboration. (Supervisor Andersen)

PR.2 PRESENTATION recognizing November 2025 as Homeless Awareness Month. (Jaime Jenett, Health Services Department)

PR.3 PRESENTATION proclaiming November 5, 2025, as the Contra Costa County Shelter-in-Place Education Day. (Tony Semenza and Lori MacDonald with Contra Costa Community Awareness and Emergency Response)

PR.4 PRESENTATION recognizing November 2025 as Adoption Awareness Month. (Marla Stuart, Employment and Human Services Director)

7. DISCUSSION ITEMS

D.1. HEARING to consider adoption of Resolution No. 2025-385, amending the Department of Agriculture, and Weights and Measures fee schedule, effective December 1, 2025. (Matt Slattengren, Agriculture Commissioner/Weights and Measures Director) **RES 2025-385**

Attachments: FeeSchedule
DeptCostAnalysis 2025

D.2. CONSIDER adopting Resolution No. 2025-386 proclaiming a local emergency caused by the disruption of funding for CalFresh food assistance benefits, including the activation of County disaster service workers; ALLOCATE up to $21,000,000 from the General Fund from the following sources and in the following order to purchase debit cards for distribution to CalFresh eligible households for the month of November 2025; DIRECT the County Administrator, or designee to prepare a Budget Amendment to effectuate the final allocation decision of the Board of Supervisors; AUTHORIZE the distribution of debit cards to November CalFresh Eligible Households and authorize the Employment and Human Services Director to execute a related contract amendment; DIRECT the Employment and Human Services Director to report to the Board of Supervisors, within 60 days, on the need for continuing the local emergency; and PROVIDE additional direction to staff on steps to mitigate the disruption of funding for CalFresh food assistance benefits. (Marla Stuart, Employment and Human Services Director) **RES 2025-386**

Attachments: Staff Report w/ Footnotes (PDF)
Resolution No. 2025-386
CalFresh Shutdown Impacts PowerPoint

D.3. HEARING to consider adopting Ordinance No. 2025-19, adopting the 2025 California Building Standards Codes, with changes, additions, and deletions, as recommended by the Conservation and Development Director. (Jason Crapo, Conservation and Development Department) **25-4626**

Attachments: Ordinance No. 2025-19 Adoption of 2025 Building Code Findings - Ord. No. 2025-19

D.4. HEARING on the itemized costs of abatement for property in unincorporated Contra Costa County, 1920 6th St., Richmond, California (Ray James & Corinea, Owners). (Jason Crapo, Conservation and Development Department) **25-4627**

Attachments: Itemized Abatement Costs - TMP-12643 CERV24-00048 1920 6th St., Richmond.pdf
Before And After Pictures - TMP- 12643 CERV24-00048 1920 6th St., Richmond.pdf

D.5. HEARING on the itemized costs of abatement for property in unincorporated Contra Costa County, 616 Grove Ave., Richmond, California (Wilson Fanny Estate Of C/O Tracey Warren, Owner). (Jason Crapo, Conservation and Development Department) **25-4628**

Attachments: Itemized Abatement Costs - TMP- 12645 CERV24-00015 616 Grove Ave., Richmond.pdf
Itemized Abatement Costs - TMP- 12645 CERV24-00012 616 Grove Ave., Richmond.pdf
12645-Before and After Photos CERV24-00012 & CERV25-00015 616 Grove Ave., Richmond.pdf

D.6. CONSIDER approving the Contra Costa County Clean Energy Roadmap for existing buildings, as presented to the Sustainability Committee, and making related California Environmental Quality Act finding. (Demian Hardman-Saldana, Conservation and Development Department) **25-4629**

Attachments: Clean Energy Roadmap for Existing Buildings - Draft to Consider for Approval
9-8-25 Sustainability Committee Clean Energy Roadmap Staff Report
11-4-2025 Clean Energy Roadmap Presentation_Final_v1

D.7 CONSIDER consent item previously removed.

D.8 PUBLIC COMMENT (2 Minutes/Speaker)

D.9 CONSIDER reports of Board members.

11:00 A.M. Veterans Day Celebration

8. ADJOURN in memory of Jake 'Papa' Larson, WWII Veteran and Mike Doyle, former Danville Mayor

9. CONSENT CALENDAR

Board Standing Committees (referred items)

C.1. APPROVE and AUTHORIZE the allocation of $148,501 in Fish and Wildlife Propagation funds to 15 eligible projects based on the Fish and Wildlife Committee's recommendations, as recommended by the Internal Operations Committee. (100% Fish and Wildlife Propagation Fund) **25-4624**

Attachments: Fish and Wildlife Propagation Fund Allocation Recs Attachments

Clerk of the Board

C.2. ADOPT Resolution No. 2025-366 declaring November as Homelessness Awareness Month and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month in Contra Costa County; and ADOPT Resolution No. 2025-385 declaring December 21st as Homeless Persons' Memorial Day in Contra Costa County, as recommended by the Health Services Director. **RES 2025-366**

Attachments: Homelessness Awareness Month Presentation_11.4.25
2025_HAM-Flyer-Toolkit
Outstanding Housing Provider Recognition
Outstanding Partnership Recognition
Outstanding Volunteer Recognition
Phoenix Rising Recognition
Resolution No. 2025-366

C.3. ADOPT Resolution No. 2025-367 proclaiming November 2025 as Adoption Awareness Month in Contra Costa County, as recommended by the Employment & Human Services Director. **RES 2025-367**

Attachments: Resolution No. 2025-367

C.4. ADOPT Resolution No. 2025-368 proclaiming November 5, 2025, as the Contra Costa County Shelter-in-Place Education Day, as recommended by the Health Services Director. **RES 2025-368**

Attachments: 2025 Shelter in Place Drill Fact Sheet
Resolution No. 2025-368

C.5. ADOPT Resolution No. 2025-369 recognizing Veterans Day and honoring the Veterans of Contra Costa County, as recommended by Supervisor Andersen. **RES 2025-369**

Attachments: Resolution No. 2025-369

C.6. ADOPT Resolution No. 2025-370 honoring Tamara Steiner upon her retirement from the Concord Clayton Pioneer, as recommended by Supervisor Carlson. **RES 2025-370**

Attachments: Resolution No.2025-370

C.7. APPOINT Jon Green to the At-Large Representative seat 4 on the Juvenile Justice Coordinating Council for a term ending October 22, 2026, as recommended by the Public Protection Committee. **25-4533**

Attachments: Attachment A-application
Attachment B-application

C.8. APPOINT Nelson Alves to Appointee Seat 2 and Michael Walko to Appointee Seat 3 on the Knightsen Town Advisory Council (KTAC) for terms ending December 31, 2028, as recommended by Supervisor Burgis **25-4534**

C.9. APPOINT Michael Sene to the Alternate Seat on the Alamo Municipal Advisory Council for a term ending December 31, 2028, as recommended by Supervisor Andersen. **25-4535**

C.10. APPOINT Dr. Talia Moore to the community-representative alternate seat on the Racial Justice Oversight Body for term ending December 31, 2026, as recommended by the Equity Committee. **25-4536**

Attachments: Moore, Talia (RJOB) redacted application

C.11. APPOINT, in lieu of election, Sandra Speckman Kiefer to the Board of Trustees of Reclamation District 2117 for a four-year term ending December 2029. **25-4537**

Attachments: Reclamation District 2117 Letter 2025

C.12. APPOINT, in lieu of election, Coleman Foley and Thomas Baldocchi, Jr. to the Board of Trustees of Reclamation District 2065 for four-year terms ending December 2029. **25-4538**

Attachments: RD 2065 Letter 2025

C.13. APPOINT, in lieu of election, David Bradshaw to the Board of Trustees of Reclamation District 2026 for a four-year term ending December 2029. **25-4539**

C.14. APPOINT, in lieu of election, Russell E. Ryan to the Board of Trustees of Reclamation District 2025 for a four-year term ending December 2029. **25-4540**

C.15. APPOINT, in lieu of election, Molly Ferrell and Emma Mendonsa to the Board of Trustees of Reclamation District 2137 for terms ending December 2029 and December 2027, respectively. **25-4541**

Attachments: Reclamation District 2137 Letter

C.16. APPOINT Vinoy Mereddy to the Board of Supervisors #1 seat on the Airport Land Use Commission to complete the unexpired term ending on May 7, 2028, as recommended by the Internal Operations Committee. **25-4542**

Attachments: Mereddy, Vinoy (ALUC) 08-06-25
Airport Land Use Commission Roster 10.22.25
Seeking Airport Land Use Commission Member News Release (2025)

C.17. APPROVE the Bylaws of the Transitional Community Advisory Body for the African American Holistic Wellness and Resource Hub. **25-4543**

Attachments: T-CAB Bylaws_11.4.25 (Final)

C.18. APPROVE update to policy governing County expenditures for annual Board of Supervisors hosted commemorative events, as recommended by the County Administrator. **25-4544**

C.19. DECLARE a vacancy in the District 3 seat on the Emergency Medical Care Committee for a term ending September 30, 2026, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Burgis. **25-4545**

Attachments: Vacancy Notice

C.20. REAPPOINT Supervisor John Gioia as the Board of Supervisors representative and reappoint Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties' Board of Directors to new terms beginning November 30, 2025 and ending on November 29, 2026, as recommended by Supervisor Andersen. **25-4546**

Clerk-Recorder/Elections

C.21. APPROVE and AUTHORIZE the Auditor-Controller to remit additional payment to Konnech, Inc., increasing the payment limit by $142,592 to a new payment limit of $250,000 with no change in the term through February 20, 2026, for software licensing, maintenance, and support of the poll worker scheduling and polling place procurement application, as recommended by the Clerk-Recorder. (100% State funds) **25-4547**

Conservation & Development

C.22. **RES 2025-383**

Attachments: Trust Indenture (El Cerrito Plaza - Parcel A South), 4919-3546-4294_7
Loan Agreement (El Cerrito Plaza - Parcel A South), 4897-1353-2006_7
Regulatory Agreement (ECP Parcel A South Housing Partners, L.P.), 4930-9998-4488_3

C.23. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents and take related actions to provide a HOME Investment Partnership Program loan in the amount of $1,500,000, a Measure X loan in the amount of $5,000,000, and a Permanent Local Housing Allocation loan in the amount of $1,876,423 to ECP Parcel A South Housing Partners, L.P., for the construction of an affordable rental housing development located at 515 Richmond Street in the City of El Cerrito, and make related findings under the California Environmental Protection Act, as recommended by the Conservation of Development Director. (18% Federal, 22% State, and 60% County Measure X funds) **25-4620**

Attachments: EL Cerrito Plaza A South County Loan Agreement(4072096.2)
El Cerrito Plaza A South County Loan Leasehold Deed of Trust(4070592.2)
El Cerrito Plaza A South County Loan Promissory Note(4070963.2)
El Cerrito Plaza A South County Regulatory Agreement (HOME, PLHA, Measure X)(4070598.3)
El Cerrito Plaza A South Intercreditor and Subordination and Agreement with the City of El Cerrito(4070600.2)

C.24. APPROVE the Fiscal Year 2025/26 budgets for the Congestion Management Agency and the Regional Transportation Planning Committees, and a total County contribution of $822,973 to these budgets, as recommended by the Conservation and Development Director. (100% Gas tax and Measure J funds) **25-4621**

Attachments: CMA & RTPC FY25-26 Budget Report_v.2

C.25. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a memorandum of understanding with the City of San Ramon, to pay the city $20,000 as the County's share for participating in the San Ramon Valley Street Smarts Program during the period from July 1, 2025, through June 30, 2026, and allocate $40,000 from the Livable Community Trust Fund to pay the County's share of program expenses in Fiscal Years 2025/26 and 2026/27, San Ramon area, as recommended by Supervisor Andersen (100% District II Livable Communities Trust Fund monies) **25-4622**

Attachments: LCT Project List 11.4.25 BOS
Street Smarts Program MOU 2025-26

C.26. APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a subordination agreement with Berkadia Commercial Mortgage, LLC, and a subordination agreement with the State of California - Department of Housing and Community Development, to permit the refinancing of the senior debt associated with an affordable housing development known as Grayson Creek Apartments, located at 100 Chilpancingo Parkway in the City of Pleasant Hill. (No fiscal impact) **25-4623**

Attachments: Berkadia 11156 Grayson Creek - Subordination Agreement
Multi-Family Housing-subord-agrmt

County Administration

C.27. ADOPT the 2025 Records Retention Schedule for the County Administrator's Office, as recommended by the County Administrator. **25-4625**

Attachments: 2025 Record Retention Schedule - County Administrator's Office

C.28. APPROVE allocations of Supervisorial District IV Community Impact Funds in an aggregate amount of $511,600, as recommended by Supervisor Carlson. (100% General Fund) **25-4638**

Attachments: Staff Report w/ Footnotes (PDF)
Attachment A - Community Impact Fund District IV Recommendations

C.29. Acting as the governing Board of the Crockett-Carquinez Fire Protection District, RATIFY the Fire Chief's application of grant funding from the California Department of Forestry and Fire Protection (CAL Fire), Volunteer Fire Capacity Grant, to receive funding in an amount up to $18,578, and ADOPT Resolution 2025-384 to APPROVE and AUTHORIZE the Fire Chief, or designee to execute a contract with CAL Fire, to purchase personal protective equipment for the District. (50% CCFPD match) **RES 2025-384**

District Attorney

C.30. APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a purchase order and related license agreement with JDI Ventures, LLC in an amount not to exceed $2,840 for the Criminal Justice Information System online training platform, for the period November 1, 2025 through October 31, 2026. (100% General Fund) **25-4548**

Employment & Human Services

C.31. ADOPT Resolution No. 2025-371 to approve and authorize the Employment and Human Services Department Director, or designee, to apply for, accept and execute the Continued Funding Application including any amendments or extensions thereof pursuant to State guidelines, with the California Department of Education, in the amount of $22,768,087 to provide state preschool services to eligible children and families, allowing the total funding amount to increase up to $23,906,492 for the period July 1, 2026 through June 30, 2027. (100% State) **RES 2025-371**

C.32. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Making Waves Foundation, Inc., in an amount not to exceed $414,866 to provide youth employment and job readiness services under the Youth Centers Initiative for the period September 1, 2025 through August 31, 2027. (100% Measure X) **25-4550**

C.33. APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Bay Area Legal Aid in an amount not to exceed $94,700 to implement comprehensive benefits counseling for the Contra Costa THRIVES Guaranteed Basic Income Program participants for the period December 1, 2025 through June 30, 2028. (75% Measure X, 25% AB 109) **25-4551**

C.34. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay stipends in an amount not to exceed $150 per Resource Family or birth parent for the successful completion of child welfare trainings as approved by the Employment and Human Services Department for a total combined payment amount not to exceed $25,000 for the period July 1, 2025 through June 30, 2027. (75% Federal, 17.5% State, 7.5% County) **25-4552**

C.35. APPROVE and AUTHORIZE the Purchasing Agent or designee to execute on behalf of the Employment and Human Services Director a purchase order with SolarWinds Worldwide, LLC in an amount not to exceed $1,761 for the purchase of SolarWinds Observability Subscription, which provides log management and analysis capability, subject to the terms of Solar Winds' End User License Agreement, for the period November 30, 2025, through November 29, 2028. (54% Federal, 38% State, 8% County) **25-4553**

C.36. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order with TransUnion Risk and Alternative Data Solutions, Inc., subject to TransUnion's Subscriber Agreement Additional Terms and Conditions, for the purchase of TransUnion's TRADS services, in an amount not to exceed $8,820, for the period October 1, 2025 through September 30, 2028. (54% Federal, 38% State, 8% County) **25-4554**

Health Services

C.37. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Soda Health, Inc., in an amount not to exceed $2,100,000 to provide a hosted software solution for a Medicare and Medicaid supplemental benefits program for the distribution and management of restricted debit cards to Contra Costa Health Plan beneficiaries for the period November 4, 2025 through November 3, 2028, and for successive one (1) year terms thereafter until terminated. (100% Costa Health Plan Enterprise Fund II) **25-4555**

C.38. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Sysco San Francisco, Inc. in an amount not to exceed $1,000,000 for the purchase of food, paper products, kitchen supplies and other food service production items for nutrition services at Contra Costa Regional Medical Center for the period November 1, 2025 through October 31, 2028. (100% Hospital Enterprise Fund I) **25-4556**

C.39. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Roche Diagnostics Corporation, to provide additional products, reagents and supplies for the Cobas 5800 laboratory analyzer used for patient specimen testing at Contra Costa Regional Medical Center with no change in the payment limit of $2,577,300 or term ending February 9, 2030. (100% Hospital Enterprise Fund I) **25-4557**

C.40. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, 2,000 Target gift cards for a total amount not to exceed $50,000 to serve as incentives for patients with a specific focus on well care visits, immunization in children, reducing disparity in African American population, cancer screening, and perinatal services. (100% Hospital Enterprise Fund I) **25-4558**

C.41. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Isaac Burns, LMFT, to increase the payment limit by $80,000 to an amount not to exceed $280,000 to provide additional Medi-Cal specialty mental health services to beneficiaries in East County ages 7 years and older with no change in the term ending June 30, 2026. (30% Federal Medi-Cal; 30% State Mental Health Realignment; 40% Contra Costa Health Plan Enterprise Fund II) **25-4559**

C.42. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with AMN Healthcare Locum Tenens, Inc., in an amount not to exceed $10,000,000 to provide temporary locum tenens physician services at Contra Costa Regional Medical and Health Centers for the period November 1, 2025 through October 31, 2027. (100% Hospital Enterprise Fund I) **25-4560**

C.43. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Medline Industries, LP, to include reprocessing services for end-to-end distribution services at Contra Costa Regional Medical Center and Health Centers with no change in the payment limit of $4,566,950 or term ending January 31, 2029. (100% Hospital Enterprise Fund I) **25-4561**

C.44. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with La Clinica De La Raza, Inc., in an amount not to exceed $5,000,000 to provide primary care physician services, optometry and other medical services for Contra Costa Health Plan members and County recipients for the period July 1, 2025 through June 30, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **25-4562**

C.45. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sycamore Healthcare Associates (dba Legacy Post Acute Center), in an amount not to exceed $16,000,000 to provide skilled nursing facility services for Contra Costa Health Plan Members and County recipients for the period September 1, 2025 through August 31, 2027. (100% Contra Costa Health Plan Enterprise Fund II) **25-4563**

C.46. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Child Abuse Prevention Council of Contra Costa County, in an amount not to exceed $212,041 to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) services for the period July 1, 2025 through June 30, 2026. (76% Mental Health Services Act Prevention and Early Intervention; 24% Mental Health Student Services Act) **25-4564**

C.47. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Norix Group, Inc. in an amount not to exceed $2,174 and, ACCEPT the terms and conditions for the purchase of furniture for the Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I) **25-4565**

Attachments: Norix Terms and Conditions

C.48. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Health Services Director, a purchase order with Norix Group, Inc. in an amount not to exceed $2,849, and ACCEPT the terms and conditions for the purchase of platform space-saver beds for the Contra Costa Regional Medical Center. (100% Hospital Enterprise Fund I) **25-4566**

Attachments: Norix Terms and Conditions

C.49. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Pinnacle SJIR, P.C. (dba Naadi Healthcare Manteca), in an amount not to exceed $300,000 to provide outpatient vascular surgery and interventional radiology services for Contra Costa Health Plan members and County recipients for the period October 1, 2025 through September 30, 2028. (100% Contra Costa Health Plan Enterprise Fund II) **25-4567**

C.50. APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay mPulse Mobile, Inc., an amount not to exceed $98,000 for providing a provider directory Application Programming Interface to Contra Costa Behavioral Health for the period December 23, 2024 through October 7, 2025, as recommended by the Health Services Director. (100% Mental Health Realignment) **25-4568**

C.51. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Dayana Carcamo-Molina MD Inc., in the amount not to exceed $2,300,000 to provide specialty gastroenterology medical services to patients at Contra Costa Regional Medical Center and Health Centers for the period August 1, 2025 through July 31, 2028. (100% Hospital Enterprise Fund I) **25-4569**

C.52. APPROVE and AUTHORIZE the Health Services Director, or designee, to apply for a grant and execute any necessary documents with the California Department of Resources Recycling and Recovery, to pay the County an amount not to exceed $500,000 to perform enforcement, compliance and surveillance activities for the Environmental Health Waste Tire Enforcement Program for the period June 30, 2026 through September 30, 2027. (No County match) **25-4570**

C.53. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Relias LLC, in an amount not to exceed $173,192 to provide behavioral health training software, support and maintenance services for Contra Costa Health's Behavioral Health Services Division for the period July 1, 2025 through June 30, 2027. (100% Mental Health Services Act) **25-4571**

C.54. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robert Buckley, M.D., in an amount not to exceed $750,000 to provide orthopedic services at Contra Costa Regional Medical Center and Health Centers for the period November 9, 2025 through November 8, 2028. (100% Hospital Enterprise Fund I) **25-4572**

C.55. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with American Red Cross, to provide additional total blood and blood component products and associated services for patients at the Contra Costa Regional Medical Center and Health Centers with no change in the payment limit of $2,000,000 or term ending June 30, 2027. (100% Hospital Enterprise Fund I) **25-4573**

C.56. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Peter A. Castillo, M.D., Inc., to provide additional urogynecology services at Contra Costa Regional Medical Center and Health Centers with no change in the payment limit of $600,000 or term ending November 30, 2026. (100% Hospital Enterprise Fund I) **25-4574**

C.57. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Hill-Rom Company, Inc., to increase the payment limit by $160,000 to an amount not to exceed $351,884 for additional preventative maintenance and repair services for specialty beds at Contra Costa Regional Medical Center with no change in the term ending January 31, 2027. (100% Hospital Enterprise Fund I) **25-4575**

C.58. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Deann Lott, LCSW, to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal under the Dual Eligible Special Needs Plan (D-SNP) and offer care coordination and wrap-around services with no change in the payment limit of $300,000 or term ending July 31, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **25-4576**

C.59. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Tampico Healthcare Center, LLC, to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal under the Dual Eligible Special Needs Plan (D-SNP) and offer care coordination and wrap-around services with no change in the payment limit of $16,000,000 or term ending December 31, 2026. (100% Contra Costa Health Plan Enterprise Fund II) **25-4577**

C.60. RATIFY the September 24, 2024 execution of an Agreement with Mitratech Trakstar, Inc., and APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute an amendment with Mitratech Trakstar, Inc., in an amount not to exceed $68,750 for a hosted emergency medical technician and paramedic licensing software system for the period November 15, 2024 through November 14, 2027. (100% Measure H Funding) **25-4578**

C.61. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The Regents of the University of California, on behalf of the University of California, San Francisco, in an amount not to exceed $600,000 to provide neonatology administrative and on-call services at Contra Costa Regional Medical Center and Health Centers for the period November 1, 2025 through October 31, 2028. (100% Hospital Enterprise Fund I) **25-4579**

C.62. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the City of Martinez, to pay County an amount not to exceed $55,000 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement Program for the City of Martinez for the period July 1, 2025 through June 30, 2026. (No County match) **25-4580**

C.63. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment with Contra Costa County Fire Protection District, to extend the term end date from December 31, 2025 to December 31, 2027 for continuation of emergency ambulance services in Emergency Response Areas (ERA) I, II and V. (No rate change) **25-4581**

C.64. CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999, and most recently approved by the Board on September 9, 2025 regarding the issue of homelessness in Contra Costa County, as recommended by the Health Services Director. (No fiscal impact) **25-4582**

C.65. RATIFY the execution of a contract amendment with Public Health Foundation Enterprises, Inc. (dba Heluna Health), to increase the amount payable to the County by $75,965 to an amount not to exceed $222,999 for participation in the California Emerging Infections Program for the period September 1, 2024 through August 31, 2025, as recommended by the Health Services Director. (No County match) **25-4584**

C.66. RATIFY the issuance of 30-day advance written notice to Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology), to terminate contractual obligations for the provision of dermatology services for Contra Costa Health Plan members and County recipients effective at the end of business on November 9, 2025, as recommended by the Health Services Director. (100% Contra Costa Health Plan Enterprise Fund II) **25-4585**

Human Resources

C.67. ADOPT Position Adjustment Resolution No. 26478 to reallocate the salary of the Chief Operations Officer - Exempt (VWD1) classification to a five-step (5-step) salary plan with five percent (5%) increments between steps at salary plan and grade BL8 2449 ($23,500 - $28,564) in the Health Services Department. (Cost increase - Hospital Enterprise Fund I and Contra Costa Health Plan Enterprise Fund II) **25-4634**

Attachments: PAR 26478.pdf

C.68. ADOPT Position Adjustment Resolution No. 26528 to reclassify ten (10) Eligibility Worker II (X0SA) positions and incumbents to Eligibility Worker III (X0NA) and correct the merit step placement for six (6) Eligibility Worker III employees within the Employment and Human Services Department. (46% Federal, 47% State, and 6% 2011 Realignment, and 1% County) **25-4635**

Attachments: Eligibility Worker Corrections 10.21.2025
PAR form for SSPA - EW IE 10.21.2025

C.69. ADOPT Position Adjustment Resolution No. 26520 to add seven Juvenile Institution Officer I (represented) positions within the Probation Department. (71% General Fund, 29% Youthful Offender Block Grant) **25-4639**

Attachments: PAR 26520_Probation_ADD 7.0 JIOs

C.70. ADOPT Position Adjustment Resolution No. 26526 to add two Librarian II (represented) positions to the Library Department. (100% Library Fund) **25-4636**

Attachments: PAR 26526 - Add Two Librarian II positions to Library

Probation/Reentry and Justice

C.71. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Probation Officer, to execute a purchase order with Carahsoft Technology Corp. in an amount not to exceed $44,000 for the annual purchase of a Salesforce database subscription and support for Public Safety Realignment community programs, for the period October 24, 2025 through October 23, 2026. (100% 2011 Public Safety Realignment, AB 109) **25-4586**

Public Defender

C.72. RATIFY the Public Defender's execution of a rental agreement with terms and conditions with Quench USA, Inc.,totaling up to $24,670 for the period June 28, 2022 through June 28, 2026, and APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute on behalf of the Public Defender a purchase order in an amount not to exceed $5,155 for the rental and maintenance of five (5) water dispensing machines for employee use, for the period June 28, 2025 through June 28, 2026. (100% General Fund) **25-4631**

C.73. APPROVE and AUTHORIZE the Public Defender or designee, to execute a contract with the Regents of the University of California, to establish the Larsen Justice Fellowship Agreement with the Office of the Public Defender for the period August 18, 2025 through August 17, 2026. (No fiscal impact) **25-4632**

C.74. APPROVE and AUTHORIZE the Public Defender, or designee, to execute a contract with Bluffton University and Goshen College, to establish a Master of Social Work Fellowship Program, for the period August 29, 2025 through August 28, 2027. (No fiscal impact) **25-4633**

Public Works

C.75. ADOPT Resolution No. 2025-372 accepting a portion of an Offer of Dedication for Roadway Purposes for subdivision SD69-3888 and declaring a portion of Morgan Territory as a County Road, for a project developed by Cal-Land Real Estate, a Partnership, as recommended by the Public Works Director, Clayton area. (No fiscal impact) **RES 2025-372**

Attachments: Recordable Resolution
Exhibit A & B
Resolution No. 2025-372

C.76. ADOPT Resolution No. 2025-373 accepting completion of improvements for subdivision SD20-09545 and declaring the widening of Midhill Road as a County Road, for a project developed by Civic Heritage View, LLC, as recommended by the Public Works Director, Martinez area. (No fiscal impact) **RES 2025-373**

Attachments: Recordable Resolution
Resolution No. 2025-373

C.77. ADOPT Resolution No. 2025-374 approving and authorizing the Public Works Director, or designee, to fully close a portion of Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, on November 18, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of overhead utility work, Richmond area. (No fiscal impact) **RES 2025-374**

C.78. ADOPT Resolution No. 2025-375 ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Second Avenue, between Wanda Street and Pomona Street, on October 12, 2025, from 12:00 p.m. to 5:00 p.m., for the purpose of celebrating the 4th Annual Oktoberfest Festival, Crockett area. (No fiscal impact) **RES 2025-375**

C.79. ADOPT Resolution No. 2025-381 terminating and abandoning an Offer of Dedication of storm drain easement on 1131 Douglas Court in the unincorporated portion of the County known as Alamo and AUTHORIZE the Director of Public Works to execute a quitclaim deed to release any interest the County may have in the property, as recommended by the Public Works Director. (100% Applicant Fees) **RES 2025-381**

Attachments: Termination of Offer of Dedication
Quitclaim Deed-Storm Drain Easement
Resolution No.2025-381

C.80. ADOPT Resolution No. 2025-376 approving and authorizing the Public Works Director, or designee, to fully close a portion of Purdue Avenue, between Beloit Avenue and Kenyon Avenue, on November 13, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact) **RES 2025-376**

C.81. ADOPT Resolution No. 2025-377 approving and authorizing the Public Works Director, or designee, to fully close a portion of Edgecroft Road, between 81 Edgecroft Road and 27 Edgecroft Road, on November 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact) **RES 2025-377**

C.82. ADOPT Resolution No. 2025-378 accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for Drainage Improvement Agreement DA04-00035, for a project being developed by Shapell Homes, as recommended by the Public Works Director, Danville area. (100% Developer Fees) **RES 2025-378**

C.83. ADOPT Resolution No. 2025-379 accepting as complete, the contracted work performed by Dowdle & Sons Mechanical, Inc. for the Contra Costa Regional Medical Center Cooling Tower Replacement Project, as recommended by the Public Works Director, Martinez area. (No fiscal impact) **RES 2025-379**

Attachments: Recordable Resolution 2023
Resolution No.2025-379

C.84. RESCIND Resolution No. 2025-184 and ADOPT Resolution No. 2025-380 to summarily vacate excess right of way on Miranda Avenue in the unincorporated portion of the County known as Alamo and AUTHORIZE the Director of Public Works to execute a quitclaim deed to release any interest the County may have in the property, as recommended by the Public Works Director, Alamo area. (100% Applicant Fees) **RES 2025-380**

Attachments: Quitclaim Deed
Resolution
Resolution No.2025-380

C.85. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a First Amendment to Temporary License to Use County Property with The Watershed Project, to allow The Watershed Project to use a portion of a County-owned parcel located on Kirker Pass Road and identified as Assessor's Parcel Number 117-320-001 for the purpose of conducting monthly water quality monitoring from November 1, 2025, through October 31, 2026, Concord area. (No fiscal impact) **25-4588**

Attachments: Amendment to License Agreement
Temporary License
Notice of Exemption

C.86. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a first amendment to a lease between the County and YES Nature to Neighborhoods, a California public benefit corporation, for the County-owned property located at 303 41st Street in Richmond, to change the commencement date of the lease from September 1, 2025, to a date that is not later than May 1, 2026, with no other change to the lease, to accommodate a delay being experienced by the tenant. (No fiscal impact) **25-4589**

Attachments: First Amendment to Lease

C.87. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with VistAbility to increase the payment limit by $575,000 to a new payment limit of $1,395,000 and extend the term through October 31, 2027, for packet fulfillment services, Countywide. (100% User Departments) **25-4590**

Attachments: Amendment Specifications
Vistability L9

C.88. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an amendment to the option agreement between the County and Eden Housing, Inc. and Community Housing Development Corporation – North Richmond, under which the optionee may purchase the County-owned property located at 100 38th Street in Richmond, to extend the term of the agreement through December 31, 2026 and increase the quarterly option payment. (100% General Fund) **25-4591**

Attachments: Option Agreement Amendment

C.89. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a blanket purchase order with Ennis-Flint Inc, in an amount not to exceed $750,000, for traffic striping and pavement marking materials, for the period of November 1, 2025, to October 31, 2028, Countywide. (100% Local Road Funds) **25-4592**

C.90. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Eagle Business Forms in the amount of $750,000 for miscellaneous paper products and printing-related items, effective January 1, 2026 through December 31, 2030, Countywide. (100% User Departments) **25-4593**

Attachments: Notice of Intent to Award a Contract - Eagle Business Forms - 10.15.2025

C.91. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a contract amendment with Fire Facilities, Inc., to increase the payment limit by $6,896 to an amount not to exceed $401,812, for a sole source patented Law Enforcement Training Structure for the Contra Costa Office of the Sheriff for use as a critical incident training structure for the Sheriff and other first responder agencies at their POST certified Law Enforcement Training Center at 11990 Marsh Creek Road, Clayton area. (100% General Fund) **25-4594**

Attachments: REV Change Order_Clayton_CA_10-7-2025

C.92. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, individual purchase orders with: ELD Experts, LLC and Safe House Corp., each in an amount not to exceed $3,000,000, to supply Verkada security system parts and equipment on an as-needed basis, for the period December 1, 2025 through November 31, 2030, Countywide. (100% General Fund) **25-4595**

C.93. AUTHORIZE the Public Works Director, or designee, to solicit design build proposals for the Sherman Recovery Center Project located at 2025 Sherman Drive, Pleasant Hill. (92% State Grants, 8% Department Funds from Health Services Department) **25-4596**

C.94. AUTHORIZE the Public Works Director, or designee, to award contract to Vantis for the Antioch Library Electrical System Upgrades Project located at 501 W. 18th Street, Antioch. (68% Measure X Funds, 21% California State Library Building Forward Grant, and 11% Library Funds). **25-4597**

C.95. Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to utilize Flood Control Zone 3B funds to cover the total estimated cost of $3,282 for the "Giving Natives A Chance" community event, scheduled for Saturday, December 6, 2025, at Clayton Valley Drain in Concord. (100% Flood Control Zone 3B Funds) **25-4598**

Attachments: County and Non-County Sponsored Events Participation form
Signed Authorization

C.96. Acting as the governing board of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the conveyance of a Soundwall Maintenance Easement to TH Danville Camino Ramon LLC across a portion of District's access road along APN: 218-880-027 for the purposes of accessing and maintaining a soundwall to be located at 3020 Fostoria Way, as recommended by the Chief Engineer, Danville area. (No fiscal impact) **25-4599**

Attachments: Grant of Easement-Soundwall Maintenance

Risk Management

C.97. DENY claims filed by Gerardo Amezcua; Yvonne Chappelone; Daniel Favela; Lonny Guy Fisher; Dorothy Griffin; Trinity Leigh-Ann LeClear; Gervin Gustavo Lopez Escalante; Rachel Mason; Ciriaco Leonardo Morales; John Muir MC, Concord Campus for Alberta Johnson; Mila Olds; Aaron Perez & Mariam Balestier; Justin Russo (2); Cielo Randa Sambas; San Ramon Regional MC for Walter Pucci; Sheri Tachera; Miguel Taveras; and Kimberly & Robert Young. **25-4601**

Sheriff

C.98. ADOPT Resolution No. 2025-382 authorizing the Sheriff-Coroner, or designee, to apply for and accept grant funding in an amount not to exceed $522,382 from the Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program, for marine patrol and boating regulation enforcement for the period July 1, 2026 through June 30, 2027. (100% State, No County match) **RES 2025-382**

C.99. APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Sheriff-Coroner, to execute a purchase order with Quest Software, Inc. in an amount not to exceed $8,824 for software updates and vendor support services, for the period October 10, 2025 through August 9, 2026. (100% General Fund) **25-4602**

C.100. APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order with Thermo Electron North America LLC in an amount not to exceed $18,052 for maintenance, repairs, and an extended warranty for the Infrared Spectrometer device used to examine evidence in the forensics division, for the period November 3, 2025 through November 2, 2028. (100% General Fund) **25-4603**

GENERAL INFORMATION

The Board meets in all its capacities pursuant to Ordinance Code Section 24-2.402.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board before the Board votes on the motion to adopt. Each member of the public will be allowed two minutes to comment on the entire consent agenda.

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for public testimony. Each speaker during public testimony will be limited to two minutes. After public testimony, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 1025 Escobar Street, First Floor, Martinez, CA 94553 or to clerkoftheboard@cob.cccounty.us.

In the interest of facilitating the business of the Board, the total amount of time that a member of the public may use in addressing the Board on all agenda items is 10 minutes.

Time limits for public speakers may be adjusted at the discretion of the Chair.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000.

Anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda may contact the Office of the County Administrator or Office of the Clerk of the Board, 1025 Escobar Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed: https://contra-costa.legistar.com/Calendar.aspx

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Pursuant to Government Code section 84308 (the Levine Act), members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (except for contracts exempt from the Levine Act under Government Code section 84308(a)), franchises, discretionary land use permits and other entitlements, if the Board member received, within the previous 12 months, more than $500 in campaign contributions from the applicant or contractor, an agent of the applicant or

contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $500 to a Board member within the previous 12 months are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member, and may be made either in writing to the Clerk of the Board of Supervisors before the subject hearing or by verbal disclosure at the time of the hearing.

BOARD OF SUPERVISORS STANDING COMMITTEES

For more information please visit the Board of Supervisors Standing Committees page here:
https://www.contracosta.ca.gov/8633/Board-of-Supervisors-Standing-Committees

Airport Committee: December 18, 2025 at 10:00 a.m.
Economic Development Committee: December 1, 2025 at 10:30 a.m.
Equity Committee: November 17, 2025 at 10:30 a.m.
Family and Human Services Committee: November 10, 2025 at 10:30 a.m.
Finance Committee: December 1, 2025 at 9:30 a.m.
Head Start Advisory Committee: November 17, 2025 at 9:00 a.m.
Internal Operations Committee: November 24, 2025 at 10:30 a.m.
Legislation Committee: November 24, 2025 Canceled
Los Medanos Healthcare Operations Committee:December 1, 2025 at 10:00 a.m.
Public Protection Committee: November 17, 2025 at 1:30 p.m.
Resilient Shoreline Committee: November 10, 2025 at 9:00 a.m.
Sustainability Committee: November 10, 2025 at 1:00 p.m.
Transportation, Water and Infrastructure Committee: November 24, 2025 at 1:00 p.m.

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

Glossary of Acronyms, Abbreviations, and other Terms

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. For a list of commonly used language that may appear in oral presentations and written materials associated with Board meetings, please visit https://www.contracosta.ca.gov/8464/Glossary-of-Agenda-Acronyms.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-385 **Agenda Date:** 11/4/2025 **Agenda #:** D.1.

To: **Board of Supervisors**

From: Matt Slattengren, Ag Commissioner/Weights & Measures Director

Report Title: HEARING to consider adoption of Resolution No. 2025-, amending the Department of Agriculture, and Weights and Measures fee schedule, effective December 1, 2025. (Matt Slattengren, Agriculture Commissioner/Weights and Measures Director)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the public hearing to consider adoption of a resolution, amending the Department of Agriculture, and Weights and Measures fee schedule; RECEIVE testimony; and CLOSE the public hearing.

2. ADOPT the resolution.

FISCAL IMPACT:
The increase in the hourly rate and the increase in various departmental fees should increase revenue by approximately $30,000 annually to help offset increasing costs.

BACKGROUND:
Since 2022, the Department's cost of providing services has increased as has the cost of some of the materials used in programs. The Agricultural Commissioner has evaluated the current fees and determined an increase in certain fees is necessary to cover the costs of the services provided by the Department. The Department is increasing its hourly rate to be closer to the actual rate. The hourly rate has not increased in over 3 years. The Department had not charged for services for issuing businesses a Certificate of Quarantine Compliance (CQC) for shipping plants out of the state for several years. The Department will begin charging for CQCs to cover its costs. The Department will also increase the fees for Farmers Market registrations and Certified Producers Certificates to cover some of the increased costs in the program. The Department will increase other fees as set forth in the proposed fee schedule.

The Agriculture Department recommends amending its fee schedule to cover the increased costs of providing services and selling items, as set forth in the attached fee schedule. The fees in the proposed fee schedule do not exceed the amount allowable by statute or the cost incurred by the County to provide the service, sell the item, or enforce the regulation.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to adopt this new fee schedule will result in a loss of revenue to the Department.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Adopting an agricultural fee schedule.

WHEREAS, the Food and Agriculture Code authorizes a county to charge fees for providing certain services;

WHEREAS, the Agriculture Department has conducted a fee study and determined that in order to recover the reasonable costs of services it provides, it is necessary and appropriate to charge and collect the fees set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

1. Authority. This resolution is enacted pursuant to the following statutes: Food and Agriculture Code sections 5202, 5204, 5852, 6027.5, 6303, 11732, 11734, 11923, 12034, 15204, 15204.5, and 47020; Labor Code section 1695; and California Code of Regulations Title 3 section 4603.

2. Notice and Hearing. This resolution was adopted pursuant to the procedures set forth in Government Code section 66018. The required notice has been given and a hearing has been held.

3. Fee Adoption. On and after the effective date of this resolution, the fees set forth in the Contra Costa County Department of Agriculture, Schedule of Fees and Charges 2025 (attached hereto as Attachment A and incorporated herein) are adopted and shall be charged and collected.

4. Severability. If any fee or provision of this resolution is held invalid or unenforceable by a court of competent jurisdiction, that holding shall not affect the validity or enforceability of the remaining fees or provisions, and the Board declares that it would have adopted each fee or provision of this resolution irrespective of the validity of any other fee or provision of this resolution.

5. Supersede. This resolution supersedes all ordinances, resolutions, and other actions of the Board of Supervisors that established fees for the services specified in this resolution.

6. Effective Date. This resolution becomes effective immediately upon adoption.

Contra Costa County Department of Agriculture Fee Survey for

Proposal for Departmental Fees (Resolution)

Charges:

Listed below are our proposed fees based upon our costs and the charges as permitted by the law.

Ground Squirrel Bait	
Diphacinone .01% 50 pounds	$100.00 / 50 lbs
Diphacinone .005% 50 pounds	$90.00 / 50 lbs
Diphacinone .005% 10 pounds	$29.00 / 10 lbs
Placebo	$35.00 / 50 lbs
Gas Cartridges	$4.25 each
Bait Stations	$35.00 each
Ground Squirrel Bait AB Surcharge	
Surcharge Diphacinone .01% 50 lbs	$25.00 / 50 lbs
Surcharge Diphacinone .005% 50 lbs	$25.00 / 50 lbs
Surcharge Diphacinone .005% 10 lbs	$5.00 / 10 lbs
Surcharge Smoke Cartridges	$0.16 each
Pest Control Registration	
Farm Labor Contractor	$25.00 annually
Maintenance Gardener	$25.00 annually
Pest Control Advisor (In County)	$10.00 annually
Pest Control Advisor (Out of County)	$5.00 annually
Pest Control Pilot (In County)	$10.00 annually
Pest Control Pilot (Out of County)	$5.00 annually
Agricultural Pest Control Business	$50.00 annually
Structural Pest Control Business	$10.00 annually
Structural Fumigation Business	$25.00 annually
Phytosanitary Certificates	
Hourly Rate	$90 per Hour
Mileage	Current IRS Mileage Rate
Extra Inspections Time	$90 per Hour
Extra Inspections Mileage	Current IRS Mileage Rate
PQ Field Walks Time	$70 per Hour
PQ Field Walks Mileage	Current IRS Mileage Rate
Certificate of Quarantine Compliance	
Hourly Rate	$90 per Hour

Mileage	Current IRS Mileage Rate

Fee waved if they bring the commodity to be certified to the office

Sealed Trucks

Hourly Rate	$90 per Hour
Mileage	Current IRS Mileage Rate

Farmers Markets

Market Registration and Inspection 1 - 10 Certificates	$100.00 annually
Market Registration and Inspection 11-20 Certificates	$250.00 annually
Market Registration and Inspection 21 or more Certificates	$400.00 annually
Certified Producer's Certificate	$60.00 each

Other

CONTRA COSTA COUNTY DEPARTMENT OF AGRICULTURE
FEE SURVEY

Estimated revenue from increased fee:

The Contra Costa County Department of Agriculture will receive an annual increase of about $35,000 from these fees totaling about $85,000 in funding. Most of the increase is due to reinstating the cost of conducting Certificate of Quarantine Compliance Certificates followed by the increased cost of supplies used and sold. The average hourly wage of an Inspector used in the calculations is $90 an hour.

Cost per Transaction:

Each transaction takes about 5 minutes clerical time to process at an average of $57.65 / Hour, totaling $4.80 per transaction which was added to all of the costs.

Hourly Rate:

The Average Productive hourly rate for employees performing this work, including benefits, is $94.18. We plan to charge $90.00 an hour for the hourly rate on all programs that we have the authority and need to charge by time.

Apiary Registration:

The Apiary registration is now collected by CDFA and is being removed.

Certificate of Quarantine Compliance (CQC):

We used to charge for CQC work, but it was removed from the fee schedule in an attempt to switch over to State Phytosanitary Certificates around 2015. We were never able to fully move over to State Phytosanitary Certificates and recently our time issuing CQCs has gone up dramatically. The workload is causing a strain on resources, and we need to recoup some of the cost of this work.

Farmers Markets Inspections:

The Agriculture Department spends about 400 hours per year inspecting approximately 22 Farmers Markets and issues approximately 50 Certified Producers Certificates inspecting their growing grounds annually. It takes an average of 30 minutes to review and process a Farmer's Market Application. It takes an average of 15 minutes per producer's certificate plus 15 minutes to review the inspection with the market manager and about one (1) hour travel time to complete an inspection at the market. Most of the markets are on the weekend requiring overtime. The time spent issuing a Farmers Market Certificate takes on average 30 minutes, plus inspecting the growing grounds which takes about one (1) hour. At the new fee level the department will charge approximately $4,500, plus the department receives up to $13,923 from

a contract with CDFA for inspections, incurring a cost of over $42,000 for inspection time and certification time. We feel the lower fees will not impact industry and allow us to continue to provide an essential service to this industry.

Frequency of inspection:	1-2 times per year
Average Time to complete inspection 1-10 Certificates:	
Average of 7 Certificates	3 Hours
Total Cost of inspection:	$270
Average Time to complete 1 inspection 11-20 Certificates:	
Average of 16 Certificates	5.25 Hours
Total Cost of inspection:	$472.50
Average Time to complete 1 inspection 21+ Certificates:	
Average of 26 Certificates	7.75 Hours
Total Cost of inspection:	$697.50
Average Time to issue Farmers Market Certificate and	
inspect growing grounds:	1.5 Hours
Total Cost of inspection:	$135.00

Ground Squirrel Control:

The Agriculture Department spends about 1,304 hours a year on the Ground Squirrel control program. We purchase bait for sale in the offices. The bait is purchased 2 tons at a time, we pick it up and need to break it down and unload the bait taking about 3 hours. We need to verify the people buying the bait are licensed and qualified to use the bait. We also need to go over the use of the bait with them to make sure it is used according to the label and the law. We also need to load the bait for the customer. This takes on average 15 minutes per sale. Bait Stations are made by Weed and Vertebrate Pest Control Specialists who have a lower hourly rate than licensed inspectors at $27.32 per hour.

The surcharge for the bait is set by FAC 6027.5.

Diphacinone .01% 50 Pounds Purchase Cost	$83.29
Labor, Eligibility Verification, training	.12 Hours
Total Cost	$100.60
Diphacinone .005% 50 pounds Purchase Cost	$76.50
Labor, Eligibility Verification, training	.12 Hours
Total Cost	$92.10

Diphacinone .005% 10 pounds Purchase Cost	$13.80
Labor, Eligibility Verification, training	.12 Hours
Total Cost	$29.4
Placebo Purchase Cost	$20.71
Labor, Eligibility Verification, training	.12 Hours
Total Cost	$36.31
Gas Cartridges Purchase Cost (each)	$3.55
Labor, Eligibility Verification, training	.01 Hours
Total Cost	$4.45
Bait Stations Materials	$18.73
Labor: Manufacturing @ 27.32/Hour	.16 Hours
Labor: Transportation, Eligibility Verification, training	.08 Hours
Total Cost	$35.10

Pest Control Registration:

The Agriculture Department spends about 9,142 hours a year on the Pesticide Regulation program. About 1,182 hours of that are for Pest Control Business registration and headquarters inspections.

Pest Control Operator Registration	
Average Time to Verify License and process:	.75 Hours
Total Cost of registration:	$72.30
Maintenance Gardener Registration	
Average Time to Verify License and process:	.75 Hours
Total Cost of registration:	$72.30
Structural Pest Control Business Registration	
Average Time to Verify License and process:	.5 Hours
Total Cost of registration:	$49.80
Structural Fumigation Pest Control Business Registration	
Average Time to Verify License and process:	.5 Hours
Total Cost of registration:	$49.80
Pest Control Advisor Registration	
Average Time to Verify License and process:	.25 Hours
Total Cost of registration:	$27.30

Pest Control Pilot Registration	
Average Time to Verify License and process:	.25 Hours
Total Cost of registration:	$27.30
Farm Labor Contractor Registration	
Average Time to Verify License and process:	.5 Hours
Total Cost of registration:	$49.80

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-386 **Agenda Date:** 11/4/2025 **Agenda #:** D.2.

To: **Board of Supervisors**

From: Marla Stuart, Employment and Human Services Director

Report Title: **Plan to Respond to Impacts of the Federal Shutdown related to CalFresh**

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. ADOPT a resolution proclaiming a local emergency caused by the disruption of funding for CalFresh food assistance benefits, including the activation of County disaster service workers.

2. ALLOCATE up to $21,000,000 from the General Fund from the following sources and in the following order to purchase debit cards for distribution to CalFresh eligible households for the month of November 2025 and DIRECT the County Administrator, or designee to prepare a Budget Amendment to effectuate the final allocation decision of the Board of Supervisors:
   a. $8,181,373. General Fund Unassigned Fund Balance. *This is the amount of COVID-19 FEMA reimbursement revenue that was received by the County after the FY25-26 Budget Adoption and is currently not appropriated in FY25-26. (4/5 Vote Required)*
   b. $9,729,868. Appropriation for Contingencies. *This is the amount of COVID-19 FEMA reimbursement that was deposited into the Appropriation for Contingencies during the FY25-26 Budget Adoption. (4/5 Vote Required)*
   c. $3,088,759. Appropriation for Contingencies. *(4/5 Vote Required)*

3. AUTHORIZE the distribution of debit cards to November CalFresh Eligible Households and authorize the Employment and Human Services Director to execute a related contract or contract amendment.

4. DIRECT the Employment and Human Services Director to report to the Board of Supervisors, within 60 days, on the need for continuing the local emergency.

5. PROVIDE additional direction to staff on steps to mitigate the disruption of funding for CalFresh food assistance benefits.

FISCAL IMPACT:
Up to $21,000,000. 100% County General Fund.

BACKGROUND:
SNAP is a 100% federally funded benefit for households with incomes below 100% of the Federal Poverty

Level (FPL). Benefit amounts are based on income and household size. In California, SNAP is called CalFresh. In September, 65,318 Contra Costa County households with 107,020 individuals received CalFresh for a total benefit issuance of $21,089,996.

In past government shutdowns, the State of California has temporarily covered the federal costs of SNAP benefits and been reimbursed upon approval of the federal budget. This time, the federal government has prohibited states from funding the SNAP benefit amount. California has taken several steps to limit the impact, including:

1) advancing $80 million in FY 25/26 CalFood allocations to food banks, including $2.2 million to the Food Bank of Contra Costa and Solano;

2) authorizing California Volunteers and National Guard to provide people power and logistical support for food banks;

3) opening the California Department of Social Servies (CDSS) Department Operations Center (DOC) to provide coordination and support to counties and other partners; and

4) joining 19 other states in filing a Complaint for Declaratory and Injunctive Relief in the District of Massachusetts (Case 1:25-cv-13165).

The Employment and Human Services Department has devised a plan to continue to provide CalFresh benefits. See attached “Staff Report w/ Footnotes” for additional information.

CONSEQUENCE OF NEGATIVE ACTION:
The County will not be able to provide CalFresh benefits during the government shutdown.

Plan to Respond to Impacts of the Federal Shutdown related to CalFresh
November 4, 2025
Marla Stuart, MSW PhD, Director
Contra Costa County Employment & Human Services Department (EHSD)

Recommendation

1. ADOPT a resolution proclaiming a local emergency caused by the disruption of funding for CalFresh food assistance benefits, including the activation of County disaster service workers.

2. ALLOCATE up to $21,000,000 from the General Fund from the following sources and in the following order to purchase debit cards for distribution to CalFresh eligible households for the month of November 2025 and DIRECT the County Administrator, or designee to prepare a Budget Amendment to effectuate the final allocation decision of the Board of Supervisors:

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    c. $3,088,759. Appropriation for Contingencies. *(4/5 Vote Required)*

3. AUTHORIZE the distribution of debit cards to November CalFresh Eligible Households and authorize the Employment and Human Services Director to execute a related contract amendment.

4. DIRECT the Employment and Human Services Director to report to the Board of Supervisors, within 60 days, on the need for continuing the local emergency.

5. PROVIDE additional direction to staff on steps to mitigate the disruption of funding for CalFresh food assistance benefits.

Situation

Congress has failed to pass a FFY2026 budget resulting in a government shutdown commencing on October 1, 2025. The federal government has declined to fund the Supplemental Nutrition Assistance Program (SNAP) benefits during the government shutdown while Congress works towards approving an FFY 2026 budget. The USDA Food and Nutrition Services (FNS) has suspended all SNAP benefits and prohibited states from paying for benefits and from sending the November benefits files to the Electronic Benefit Transfer (EBT) vendors contracted to the federal government. This federal action:

1) **Threatens the food security** of 65,318 Contra Costa County households including 107,020 individuals, 55% (58,861) of whom are children and seniors;
2) **Threatens the financial sustainability** of the 706 county retailers who made sales to CalFresh recipients totaling $16,299,089 in September, 2025; and
3) **Threatens the capacity** of members of the Contra Costa County Food Collaborative to meet the hunger needs of the community members who seek their services.

Background

SNAP is a 100% federally funded benefit for households with incomes below 100% of the Federal Poverty Level (FPL). Benefit amounts are based on income and household size. In California, SNAP is called CalFresh. In September, 65,318 Contra Costa County households with 107,020 individuals received CalFresh for a total benefit issuance of $21,089,996.

The following table provides SNAP eligibility criteria by household size and the average Contra Costa County September CalFresh benefit by family size.

Household Size	Maximum Monthly Income	Maximum Monthly Benefit	Maximum Benefit as % of Income*	# | % of CCC Households	Average Monthly CCC Benefit
1	$1,304	$298	19%	42,372 | 65%	$215
2	$1,763	$546	24%	11,171 | 17%	$370
3	$2,220	$785	26%	5,712 | 9%	$573
4	$2,679	$994	27%	3,360 | 5%	$678
5+				2,703 | 4%	$857

In past government shutdowns, the State of California has temporarily covered the federal costs of SNAP benefits and been reimbursed upon approval of the federal budget. This time, the federal government has prohibited states from funding the SNAP benefit amount. California has taken several steps to limit the impact including 1) advancing $80 million in FY 25/26 CalFood allocations to food banks, including $2.2 million to the Food Bank of Contra Costa and Solano; 2) authorizing California Volunteers and National Guard to provide people power and logistical support for food banks; 3) opening the California Department of Social Servies (CDSS) Department Operations Center (DOC) to provide coordination and support to counties and other partners; and 4) joining 19 other states in filing a Complaint for Declaratory and Injunctive Relief in the District of Massachusetts (Case 1:25-cv-13165).

Assessment

The failure of the federal government to fund SNAP benefits **threatens the food security of 65,318 Contra Costa County households** including 107,020 individuals, 55% (58,861) of whom are children and seniors. Households in the lowest income quintile spend 33% of their monthly income on food compared to only 8% for households in the highest income quintile (see Figure 1)[1]. Research demonstrates that, compared to children who maintain consistent access to SNAP, children in families whose SNAP benefits are stopped are 78% more likely to be food insecure, 16% more likely to be in poor health, and 77% more likely to be at risk of developmental delay.[2] On average, SNAP households have redeemed 94% of SNAP benefits by the end of the benefit month and 40% of SNAP households have a balance of less than $1. This indicates that the majority of households do not have accumulated benefits to rely on to feed themselves and their families, and that the majority of SNAP households will feel any pause in SNAP benefits immediately.[i]

[1] USDA - Food spending as a share of income declines as income rises. Food spending as a share of income declines as income rises | Economic Research Service

[2] Loss of SNAP is Associated with Food Insecurity and Poor Health in Working Families with Young Children, Ettinger de Cuba et al., Health Affairs, https://www.healthaffairs.org/doi/10.1377/hlthaff.2018.05265?url_ver=Z39.88-2003&rfr_id=ori%3Arid%3Acrossref.org&rfr_dat=cr_pub++0pubmed. And Benefit Redemption Patterns in the Supplemental Nutrition Assistance Program in Fiscal Year 2022, Castner et al., Mathematica for USDA FNS, May 2025

The failure of the federal government to fund SNAP benefits **threatens the financial sustainability of the 706 county retailers** who made sales to CalFresh recipients totaling $16,299,089 in September. Table 2a – 2e demonstrate the CalFresh sales by District and by retailers for September 2025. The National Bureau of Economic Research found that food sales increased by 5.6% for the average grocery store in a week where SNAP benefits are issued compared to weeks when they are not issued. The effect is more pronounced in low-income areas. Food sales rise by 19.2% when SNAP benefits are issued in zip codes where more than 20% of households participate in SNAP[3]. Data from 2018 show that SNAP accounts for 8% - 10% of total expenditures on food for consumption at home nationwide and plays a large role in supporting the grocery retail sector.[4] While most SNAP purchases occur at larger stores like Walmart and Costco, or grocery stores such as Raley's and Safeway, approximately 80% of NAP-authorized retailers are small stores, including many locally owned businesses like private grocers, convenience stores, butchers, bakeries, and farm stands. SNAP is a key revenue source for these small businesses. In high-poverty areas, SNAP can account for a significant percentage of these retailers' total sales.[5]

The failure of the federal government to fund SNAP benefits **threatens the capacity of members of the Contra Costa County Food Collaborative** to meet the hunger needs of the community members who seek their services. Food Collaborative members report an increase in need ranging from 22% to 47% compared to last year. As illustrated in the table below, across all funding sources, the County has increased food security funding by a net $3,575,837 from FY24/25 to FY25/26. This includes a net decrease of $560,062 from federal and state funds and a net increase of $4,135,899 in Measure X funds.

Partner	Category	Funding Source	FY24/25	FY25/26	Change
Food Bank of Contra Costa	Food Security	General Fund	$53,667	$53,667	$0
Community Housing Development	Congregate	Federal/State	$31,746	$12,469	$(19,277)
Meals on Wheels Diablo Region	Congregate	Federal/State	$203,611	$195,825	$(7,786)
Trio	Congregate	Federal/State	$836,759	$818,710	$(18,049)
Meals on Wheels Diablo Region	Home Delivered	Measure X	$350,000	$350,000	$0
Meals on Wheels Diablo Region	Home Delivered	Federal/State	$1,525,143	$943,719	$(581,424)
Meals on Wheels West Contra Costa	Home Delivered	Measure X	$150,000	$150,000	$0
Meals on Wheels West Contra Costa	Home Delivered	Federal/State	$350,487	$159,558	$(190,929)
J-Sei	Home Delivered	Federal/State	$117,533	$121,275	$3,742
Trio	Home Delivered	Federal/State	$3,418,450	$3,672,111	$253,661
Trio	Home Delivered	Measure X	$0	$500,000	$500,000
Food Bank of Contra Costa	Food Security	Measure X	$0	$3,635,899	$3,635,899
Total			**$7,037,396**	**$10,613,233**	**$3,575,837**

[3] Issuance and Incidence: SNAP Benefit Cycles and Grocery Prices, Goldin et al., National Bureau of Economic Research, December 2020, https://www.nber.org/system/files/working_papers/w28221/w28221.pdf

[4] SNAP Boosts Retailers and Local Economies, Bolen & Wolkomir, Center on Budget and Policy Priorities, 5/28/2020, https://www.cbpp.org/research/food-assistance/snap-boosts-retailers-and-local-economies#:%7E:text=SNAP%20accounts%20for%20about%208,farmers%20markets%20%E2%8.%94%20across%20the%20country. Russell Redman, "SNAP Plays Outsized Role in Grocery Industry," Supermarket News, July 13, 2023, https://www.supermarketnews.com/foodservice-retail/snap-plays-outsized-role-in-grocery-industry

[5] SNAP Boosts Retailers and Local Economies, Bolen & Wolkomir, Center on Budget and Policy Priorities, 5/28/2020, https://www.cbpp.org/research/food-assistance/snap-boosts-retailers-and-local-economies#:%7E:text=SNAP%20accounts%20for%20about%208,farmers%20markets%20%E2%80%94%20across%20the%20country

Plan

EHSD proposes to activate two approaches to mitigate the threats to county households and businesses from the government shutdown and freeze on CalFresh benefits.

1. To provide food to CalFresh recipients who have and will miss their CalFresh benefit beginning November 1, EHSD will purchase from the Food Bank of Contra Costa and Solano 10,000 food boxes to serve 40,000 people for two weeks. EHSD and the Food Bank will begin distributing these boxes at EHSD locations on November 3, 2025. EHSD will use existing funding for this purchase. These food boxes will augment existing food distribution at EHSD pantries which are funded by local philanthropy.

2. To ensure that CalFresh households have continued resources to purchase food, EHSD will purchase debit cards and begin distributing them to November CalFresh-eligible households beginning the week of November 10, 2025.

    a. To be successful, EHSD will utilize the Board declared county emergency to **activate and deploy EHSD employees as disaster workers**. To assist EHSD, other county departments may also activate disaster workers.

    b. **Purchase and distribute debit cards** to provide November CalFresh-eligible households to enable their purchase of food. In developing this plan, EHSD considered various options related to cash transfer and distribution mechanisms (see Tables 3a. and 3b.) and consulted with various county functions and other counties. Based on this research, EHSD plans to implement the following:

        - Contract with a debit card operator to provide and operate up to 68,000 debit cards that EHSD will distribute to November CalFresh-eligible households.

        - The debit card operator will produce and deliver the requested number of unloaded debit cards with spending limited to grocery items.

        - The debit card operator will provide EHSD access to an application in which EHSD can load a desired amount to each card.

    c. EHSD will **distribute debt cards** to November CalFresh-eligible households.

        i. EHSD will open its four busiest EHSD lobbies, which each have good parking and/or good public transportation, for debit card distribution the week of November 10, 2025 for extended hours.

            - 1305 MacDonald Avenue, Richmond
            - 151 Linus Pauling Drive, Hercules
            - 400 Ellinwood Way, Pleasant Hill
            - 4545 Delta Fair Boulevard, Antioch

        ii. For each customer, EHSD staff will:

            - Validate ID
            - Validate eligibility for November CalFresh
            - Assign a debit card
            - Load the debit card with a CalFresh benefit amount
            - Document the distribution and receipt of the debit card
            - If the customer is not a current CalFresh recipients, EHSD will accept an application

iii. Funds Issuance Steps

- During the activation of the card, EHSD will load two weeks of November benefits.
- EHSD will remotely load the third week of benefits if there is not yet a federal solution.
- EHSD will remotely load the fourth week of benefits if there is not yet a federal solution.

iv. Recipient rights

- The debit card is a one-time, discretionary county distribution. As such, CalFresh regulations do not apply. Recipients will have no right to appeal any decision related to the debit card or to report or receive reimbursement for a lost or stolen card.

v. EHSD plans to implement a different distribution process for special populations

- EHSD will partner with Contra Costa Health to issue debit cards at WIC offices.

- EHSD will hand-deliver and/or mail debit cards to current and former foster youth receiving EHSD Independent Living Services Program and IHSS consumers. EHSD may identify other populations that need a different distribution process.

F. EHSD will partner with the Contra Costa Sheriff's Office to plan for and ensure security of debit cards and safety in EHSD lobbies and grounds.

G. EHSD will demonstrate accountability by following County procedures and reporting results a follows:

- EHSD will follow relevant Contra Costa County Administrative Bulletins and other directives.

- EHSD will report progress and completion to the Board of Supervisors including but not limited to:

  - Number and percentage of debit cards issued
  - Number and percentage of total November eligible households who received debit cards
  - Total debit card expenditures
  - Documentation and resolution of all incidents and anomalies during distribution

H. EHSD will coordinate with Board offices and other county departments to widely communicate this plan using multiple media platforms.

Figure 1: Food spending and share of after-tax income spent on food across US households 2023

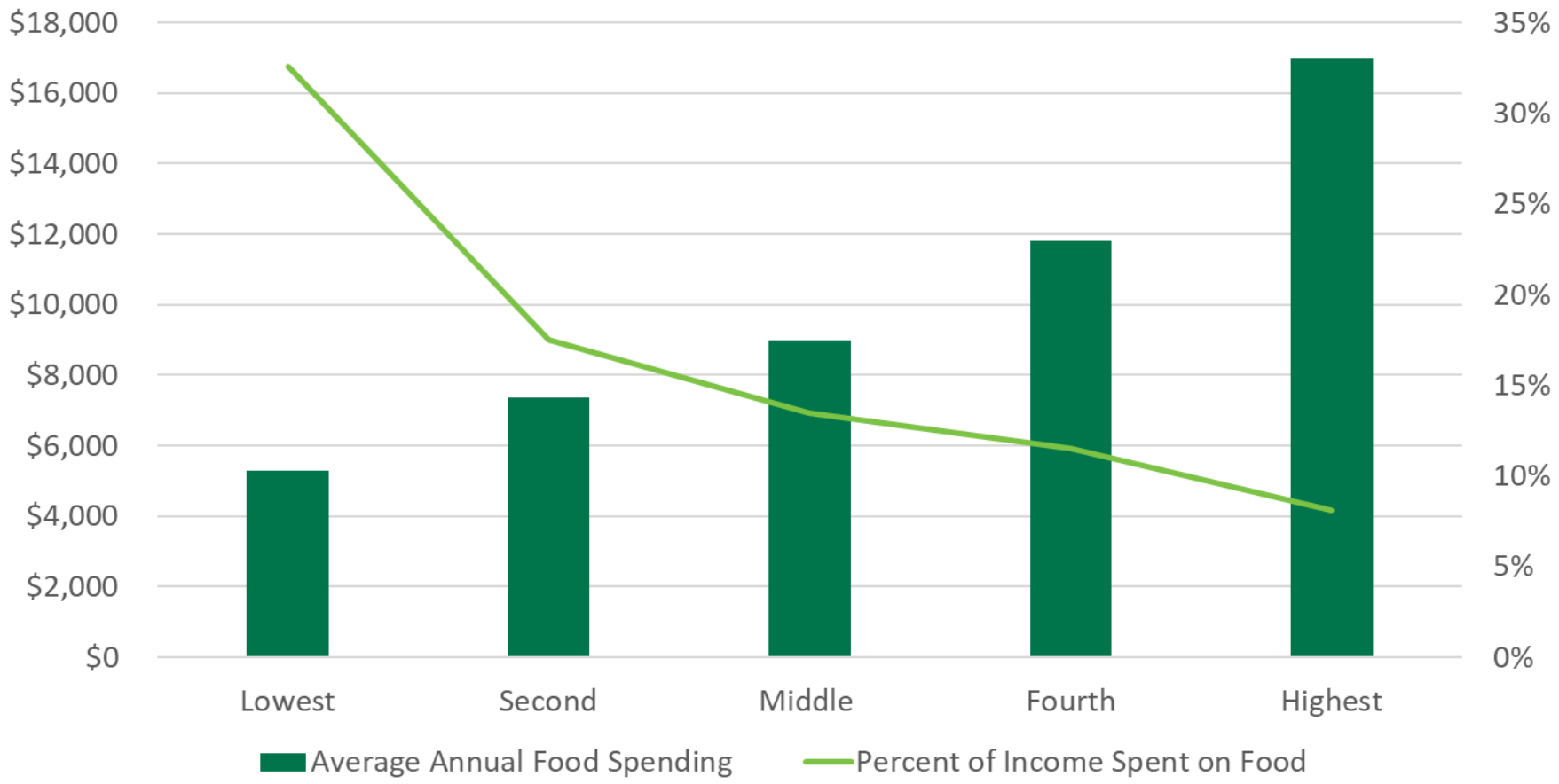


Table 1 CalFresh expenditures by District

District 1		
City	**# Stores**	**Total Spending**
Richmond	91	$2,015,840
San Pablo	46	$1,266,337
El Cerrito	20	$356,497
Pinole	9	$302,242
El Sobrante	15	$59,456
Kensington	1	$555
TOTAL	**183**	**$4,000,927**

District 2		
City	**# Stores**	**Total Spending**
San Ramon	26	$205,654
Walnut Creek	18	$197,629
Danville	16	$180,999
Lafayette	10	$72,711
Orinda	2	$21,985
Alamo	6	$20,176
Moraga	6	$19,970
TOTAL	**84**	**$719,124**

District 3		
City	**# Stores**	**Total Spending**
Brentwood	48	$1,916,555
Antioch	43	$1,256,252
Oakley	22	$246,077
Discovery Bay	2	$51,566
Bethel Island	2	$17,067
Byron	2	$1,113
TOTAL	**119**	**$3,488,630**

District 4		
City	**# Stores**	**Total Spending**
Concord	96	$2,735,713
Pleasant Hill	21	$340,093
Walnut Creek	18	$197,629
Clayton	6	$76,755
Crockett	2	$4,920
TOTAL	**143**	**$3,355,110**

District 5		
City	**# Stores**	**Total Spending**
Pittsburg	68	$2,180,243
Antioch	42	$1,256,252
Bay Point	15	$392,928
Martinez	31	$339,785
Pinole	9	$302,242
Hercules	6	$230,487
Rodeo	4	$27,148
Pacheco	2	$6,211
TOTAL	**177**	**$4,735,296**

[i] Benefit Redemption Patterns in the Supplemental Nutrition Assistance Program in Fiscal Year 2022, Castner et al., Mathematica for USDA FNS, May 2025

RESOLUTION NO. 2025-386

IN THE MATTER OF: Proclaiming the Existence of a Local Emergency

The Board of Supervisors of Contra Costa County RESOLVES as follows:

Contra Costa County Ordinance Code Chapter 42-2 empowers the Board of Supervisors to proclaim the existence or threatened existence of a local emergency.

The Board of Supervisors FINDS that:

1. Conditions of extreme peril to the safety of persons have arisen within the County, caused by the disruption of funding for CalFresh benefits, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County. The CalFresh program, known federally as the Supplemental Nutrition Food Assistance Program (SNAP), is a federally funded program that provides critical food assistance to households and County residents. As of November 1, 2025, CalFresh benefits may not issue, which will have significant impacts to the health and safety of children, adults, and older adults in the County who rely on this food support. The disruption of funding for CalFresh benefits is unprecedented and will have serious consequences for the County's most vulnerable residents who rely on the funds to feed themselves and their families.

2. These conditions warrant and necessitate the proclamation of a local emergency.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout the County.

IT IS FURTHER PROCLAIMED AND ORDERED that, during the existence of this local emergency, the powers, functions, and duties of this County shall be those prescribed by state law, by ordinances and resolutions of this County, and by the County of Contra Costa Emergency Operations Plan.

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES



Federal Shutdown CalFresh Impacts

Marla Stuart, MSW PhD, Director
EHSDInfo@ehsd.cccounty.us | (925) 608-4800
November 4, 2025

Presentation Order



Snapshot of CalFresh in Contra Costa County

Impacts of SNAP Freeze

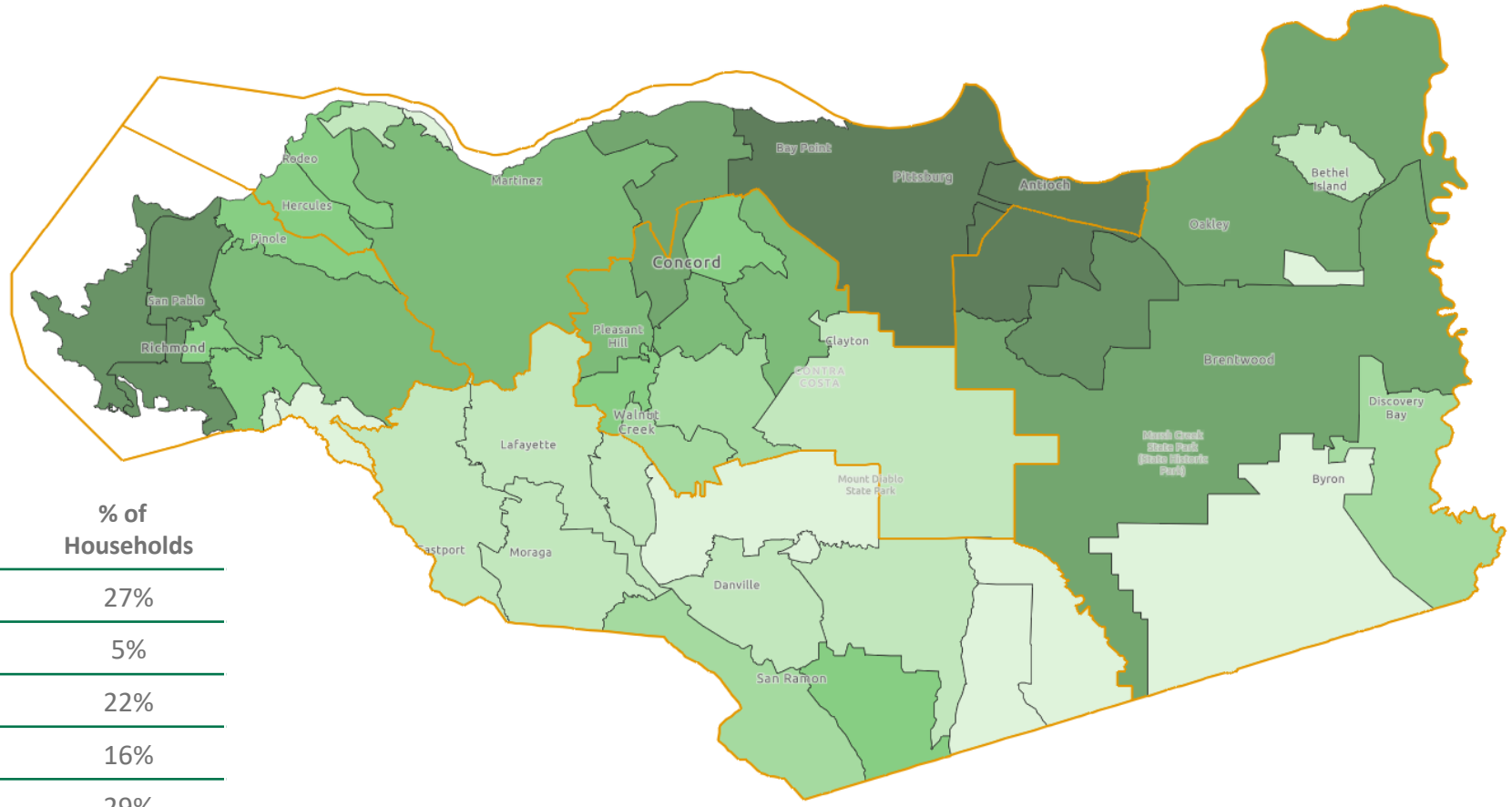
Recommendation to Reduce Impacts

September CalFresh Recipients

September CalFresh Issuances

September CalFresh Retailers

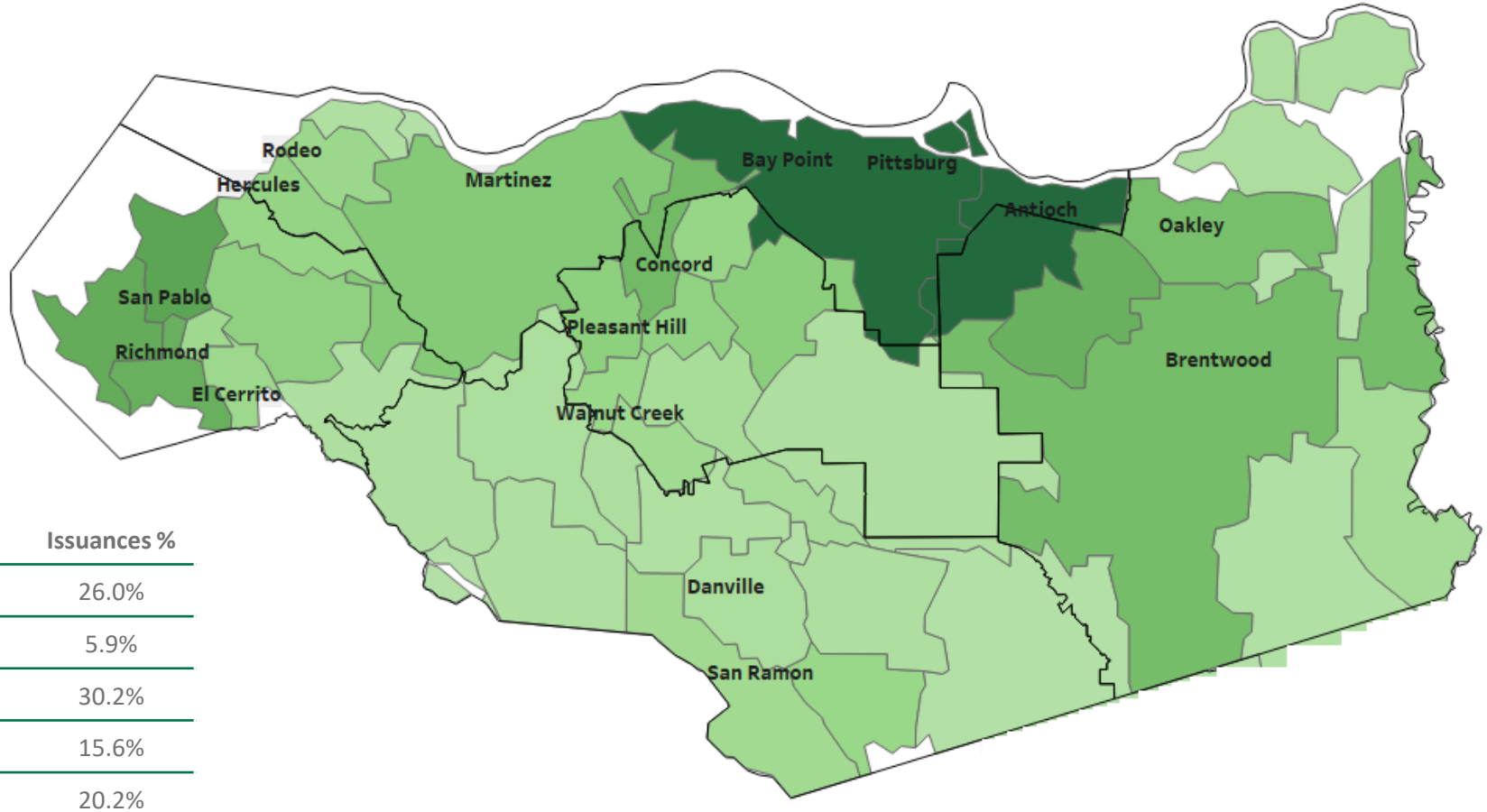
September 2025 CalFresh Recipients



District	Individuals	Households	% of Individuals	% of Households
1	28,035	17,399	26%	27%
2	4,929	3,296	5%	5%
3	25,761	14,353	24%	22%
4	17,128	10,539	16%	16%
5	31,066	18,576	29%	29%
Other	1,591	979	1%	2%
Total	**108,510**	**65,142**	**100%**	**100%**

Data Source: CalSAWS; Notes: *Other = active inter-county transfers. Totals may not add to 100% due to rounding.* *EHSD Map link*

September 2025 CalFresh Issuances



District	HH Count	HH %	Issuances	Issuances %
1	17,366	26.6%	$5,481,819	26.0%
2	4,193	6.4%	$1,246,745	5.9%
3	18,881	28.9%	$6,362,104	30.2%
4	10,360	15.9%	$3,289,663	15.6%
5	13,198	20.2%	$4,255,801	20.2%
Other	1,248	1.9%	$453,865	2.2%
Total	**65,246**	**100.0%**	**$21,089,996**	**100.0%**

Data Source: CalSAWS; Notes: *Other = active inter-county transfers.*
Totals may not add to 100% due to rounding. *EHSD Map link*

September CalFresh Utilization by City

District 1			District 2			District 3			District 4			District 5		
City	# Stores	Total Spending	City	# Stores	Total Spending	City	# Stores	Total Spending	City	# Stores	Total Spending	City	# Stores	Total Spending
Richmond	91	$2,015,840	San Ramon	26	$205,654	Brentwood	48	$1,916,555	Concord	96	$2,735,713	Pittsburg	68	$2,180,243
San Pablo	46	$1,266,337	Walnut Creek	18	$197,629	Antioch	43	$1,256,252	Pleasant Hill	21	$340,093	Antioch	42	$1,256,252
El Cerrito	20	$356,497	Danville	16	$180,999	Oakley	22	$246,077	Walnut Creek	18	$197,629	Bay Point	15	$392,928
Pinole	9	$302,242	Lafayette	10	$72,711	Discovery Bay	2	$51,566	Clayton	6	$76,755	Martinez	31	$339,785
El Sobrante	15	$59,456	Orinda	2	$21,985	Bethel Island	2	$17,067	Crockett	2	$4,920	Pinole	9	$302,242
Kensington	1	$555	Alamo	6	$20,176	Byron	2	$1,113				Hercules	6	$230,487
			Moraga	6	$19,970							Rodeo	4	$27,148
												Pacheco	2	$6,211
TOTAL	**182**	**$4,000,927**	**TOTAL**	**84**	**$719,124**	**TOTAL**	**119**	**$3,488,630**	**TOTAL**	**143**	**$3,355,110**	**TOTAL**	**177**	**$4,735,296**

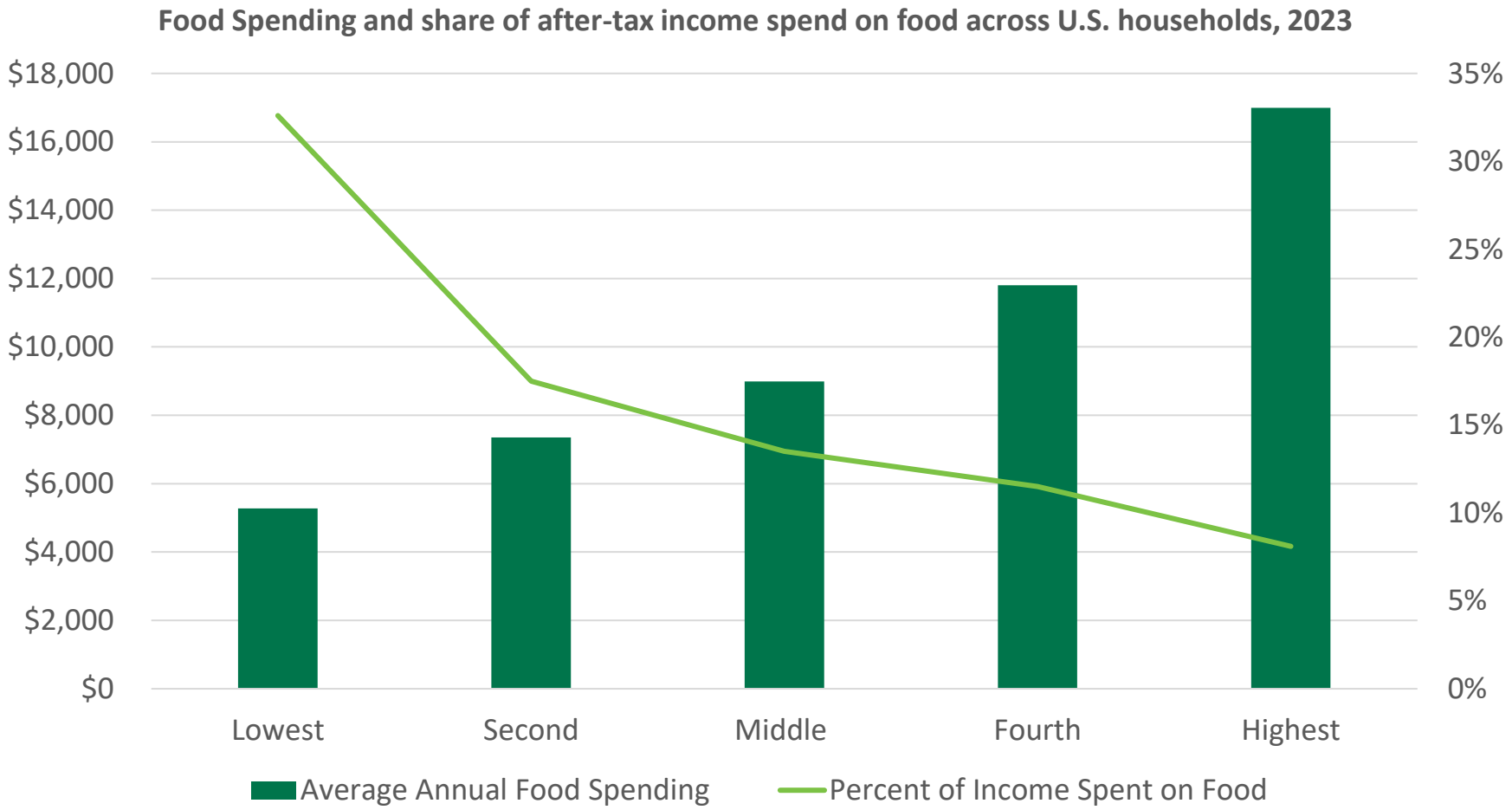
705 in-county retailers | $16,299,089 in-county spending
$4,194,144 out-of-county spending
$596,763 unspent

Impacts to Food Security for 65,142 Households

Impacts to Financial Security for 705 Retailers

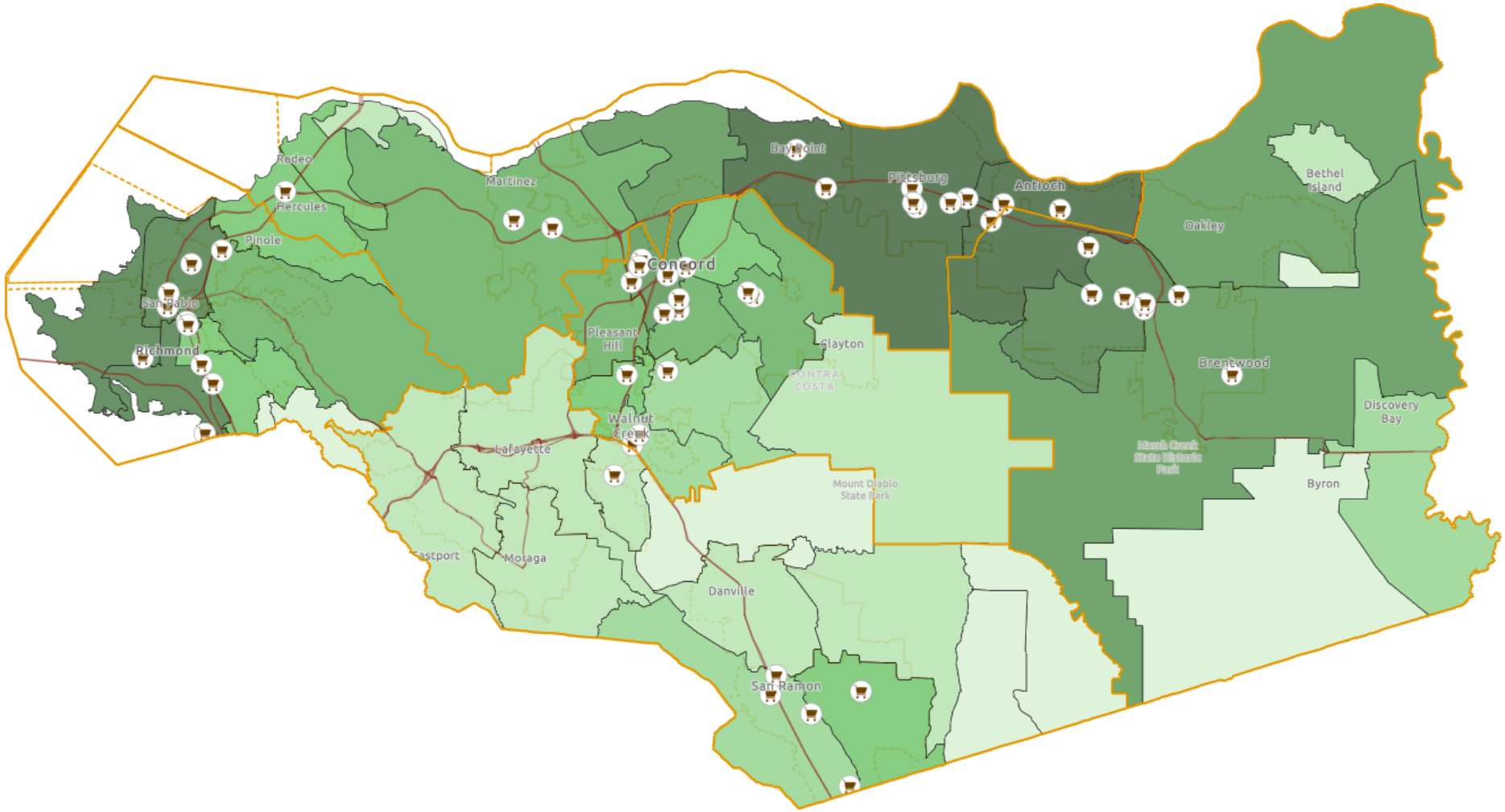
Impacts to Capacity of Food Collaborative

Low-income Households Spend more on Food



Data Source: USDA - Food spending as a share of income declines as income rises

September Top 10 Retailers by District



Data Source: MONTHLY FOOD TRANSACTION ACTIVITY REPORT - *STATE OF CALIFORNIA, EBT PROJECT*
Note: Specific locations identified in attached report.

County Funded Food Services

Partner	Category	Funding Source	FY24/25	FY25/26	Change
Food Bank of Contra Costa	Food Security	General Fund	$53,667	$53,667	$0
Community Housing Development	Congregate	Federal/State	$31,746	$12,469	$(19,277)
Meals on Wheels Diablo Region	Congregate	Federal/State	$203,611	$195,825	$(7,786)
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Trio	Home Delivered	Federal/State	$3,418,450	$3,672,111	$253,661
Trio	Home Delivered	Measure X	$0	$500,000 *	$500,000
Food Bank of Contra Costa	Food Security	Measure X	$0	$3,635,899 *	$3,635,899
Total			**$7,037,396**	**$10,613,233**	**$3,575,837**

* Limited duration funding

Recommendation

Plan to Implement Recommendation

Recommendations

1. **ADOPT** a resolution proclaiming a local emergency caused by the disruption of funding for CalFresh food assistance benefits, including the activation of County disaster service workers.

2. **ALLOCATE** up to $21,000,000 from the General Fund from the following sources and in the following order to purchase debit cards for distribution to CalFresh eligible households for the month of November 2025 and DIRECT the County Administrator, or designee to prepare a Budget Amendment to effectuate the final allocation decision of the Board of Supervisors:

   a. $8,181,373. General Fund Unassigned Fund Balance. This is the amount of COVID-19 FEMA reimbursement revenue that was received by the County after the FY25-26 Budget Adoption and is currently not appropriated in FY25-26. (4/5 Vote Required)

   b. $9,729,868. Appropriation for Contingencies. This is the amount of COVID-19 FEMA reimbursement that was deposited into the Appropriation for Contingencies during the FY25-26 Budget Adoption. (4/5 Vote Required)

   c. $3,088,759. Appropriation for Contingencies. (4/5 Vote Required)

3. **AUTHORIZE** the distribution of debit cards to November CalFresh Eligible Households and authorize the Employment and Human Services Director to execute a related contract or contract amendment.

4. **DIRECT** the Employment and Human Services Director to report to the Board of Supervisors, within 60 days, on the need for continuing the local emergency.

5. **PROVIDE** additional direction to staff on steps to mitigate the disruption of funding for CalFresh food assistance benefits.

Two-Part Implementation Plan

1. To provide food to CalFresh recipients who have and will miss their CalFresh benefit beginning November 1, EHSD will purchase 10,000 food boxes from the Food Bank of Contra Costa and Solano to serve 40,000 people for two weeks. EHSD and the Food Bank will begin distributing these boxes at EHSD locations on November 3. EHSD will use existing funding for this purchase. These food boxes will augment existing food distribution at EHSD pantries which are funded by local philanthropy.

2. To ensure that CalFresh households have continued resources to purchase food, EHSD will purchase debit cards and begin distributing them to November CalFresh-eligible households beginning the week of November 10.

Debit Card Distribution

1. Purchase cards
2. Distribute debit cards beginning November 10
    a. Locations
    b. Validation
    c. Cadence
    d. Recipient Rights
    e. Special Populations
    f. Security and Safety
    g. Accountability
    h. Communications

Benefits of Proposed Action



Supports CalFresh Households

by providing resources

Supports Grocery Outlets

by maintaining sales

Supports Food Collaborative

by reducing traffic

CONTRA COSTA COUNTY

EMPLOYMENT & HUMAN SERVICES



Discussion

File #: 25-4626 **Agenda Date:** 11/4/2025 **Agenda #:** D.3.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Public Hearing to consider Ordinance No. 2025-19, adopting the 2025 California Building Standard Codes

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. OPEN the public hearing on Ordinance No. 2025-19, RECEIVE testimony, and CLOSE the public hearing.
2. ADOPT Ordinance No. 2025-19, adopting the 2025 California Building Code, the 2025 California Residential Code, the 2025 Electrical Code, the 2025 Mechanical Code, the 2025 Plumbing Code, the 2025 Energy Code, the 2025 Historical Building Code, the 2025 Existing Building Code, and the 2025 California Green Building Standards Code with changes, additions, and deletions.
3. ADOPT the attached findings in support of the County's changes, additions, and deletions to the statewide codes.
4. DIRECT the publication of the ordinance summary prepared by County Counsel and DIRECT the Clerk of the Board of Supervisors to post a certified copy of the full text of the adopted ordinance in the office of the Clerk of the Board, in accordance with Government Code section 25124(b).
5. DIRECT the Department of Conservation and Development, pursuant to Health and Safety Code section 17958.7, to send a certified copy of Ordinance No. 2025-19, the attached findings, and this Board Order to the California Department of Housing and Community Development and to the California Building Standards Commission.
6. FIND that adoption of the ordinance is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15061(b)(3).
7. DIRECT staff to file a Notice of Exemption with the County Clerk.

FISCAL IMPACT:

None

BACKGROUND:

The California Building Standards Commission has adopted the 2025 California Building Standards Code (CBSC), replacing the 2022 CBSC. The CBSC includes the California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, and Existing Building and Green Building Standards Codes. These statewide codes will be effective January 1, 2026. The Department of Conservation and Development is responsible for enforcing the CBSC within the unincorporated area of Contra Costa County.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the local jurisdiction finds that the changes and modifications are reasonably necessary because of local climatic, geological, topographical, or environmental conditions. The attached proposed ordinance would adopt the statewide codes and amend them to address local conditions.

Recent changes to State law have placed additional restrictions on the authority of local jurisdictions to amend the CBSC as it relates to the construction of new residential housing units. State budget legislation (Assembly Bill 130) adopted at the end of June 2025, includes changes to the Health and Safety Code that limit the authority of local jurisdictions to adopt building code amendments related to the construction of new housing, except through several narrowly defined exceptions. These exceptions include amendments that are the same or substantially equivalent to amendments already adopted by the local jurisdiction and in effect as of September 30, 2025, and amendments that relate to home hardening for protection against fire risks. These changes to local authority will remain in effect from October 1, 2025, until June 1, 2031. Accordingly, the County may continue its current code amendments into the new code cycle, but is restricted in its authority to adopt new code amendments to the 2025 CBSC that would affect residential construction. Local jurisdictions retain broader discretion to adopt code amendments related to non-residential construction, subject to making the required findings.

The proposed Ordinance No. 2025-19 amends the statewide codes due to local climatic, geographical, topographical, and environmental conditions. These conditions are described in the attached Findings. The following are the substantive changes to the 2025 California Building Standards Code:

Modifications to the 2025 California Building Code

- Require the installation of a hard-wired smoke detector in existing flat roof buildings when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed.
- Require more reinforcing in some building foundations to better withstand seismic forces found in this region of California.

Modifications to the 2025 California Residential Code

- Prohibit the use of gypsum wallboard as seismic bracing.
- Restrict the use of Portland Cement Plaster as seismic bracing to single-story one- and two-family dwellings and accessory structures.

Modifications to the 2025 California Green Building Standards Code

- Require that at least 10 percent of the total number of parking spaces for new multi-family residential and new non-residential developments be equipped with fully operational electric vehicle charging equipment. This is consistent with the County's existing code amendments for electric vehicle charging. Although statewide code requirements for electric vehicle charging have increased in the 2025 code cycle, the County's existing local code amendments are still necessary to ensure that current standards for electric vehicle charging are maintained.

- Apply construction waste management requirements in the statewide code to certain projects for existing residential buildings, including:

    - Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.

- Projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area.
- Demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance.

Delete the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities. Require measuring and documentation of all generated debris to ensure that at least 65% is diverted from landfills.

Modifications to the 2025 California Existing Building Code

The amendments to the 2025 California Existing Building Code are not substantive in nature and are limited to administrative provisions for the use and enforcement of this Code and to be consistent with the administrative provisions of the other statewide codes as amended.

Local amendments to the 2022 California Energy Code adopted by the Board in 2024 increasing the energy efficiency standards beyond the minimum requirements in the statewide code are not included in this code adoption ordinance because the energy efficiency standards in the new 2025 California Energy Code have significantly increased and now exceed the County's local amendments. The County's current local amendments will no longer be necessary after January 1, 2026 because they will be exceeded by the statewide requirements.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed ordinance is not approved, the County will not adopt the 2025 California Building Standards Code as amended by Ordinance No. 2025-19.

ORDINANCE NO. 2025-19

ADOPTION OF CALIFORNIA BUILDING STANDARDS CODES

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

SECTION I. SUMMARY. This ordinance adopts the 2025 California Building Code, the 2025 California Residential Code, the 2025 California Electrical Code, the 2025 California Mechanical Code, the 2025 California Plumbing Code, the 2025 California Energy Code, the 2025 California Historical Building Code, the 2025 California Existing Building Code, and the 2025 California Green Building Standards Code, with changes, additions, and deletions that are necessary because of local climatic, geological, or topographical conditions. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-2.002 (Adoption) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

74-2.002 Adoption.

(a) The building code of this county is the 2025 California Building Code (California Code of Regulations, Title 24, Part 2, Volumes 1 and 2), the 2025 California Residential Code (California Code of Regulations, Title 24, Part 2.5), the 2025 California Energy Code (California Code of Regulations, Title 24, Part 6), the 2025 California Historical Building Code (California Code of Regulations, Title 24, Part 8), the 2025 California Existing Building Code (California Code of Regulations, Title 24, Part 10), and the 2025 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), as amended by the changes, additions, and deletions set forth in this division and Division 72.

(b) The 2025 California Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

(c) The 2025 California Residential Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

(d) The 2025 California Energy Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

(e) The 2025 California Historical Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

(f) The 2025 California Existing Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division

(g) The 2025 California Green Building Standards Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

(h) At least one copy of this building code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.

(i) As of the effective date of the ordinance from which this division is derived, the provisions of the building code are controlling and enforceable within the county. (Ords. 2025-19, § 2, 2022-35 § 2, 2022-02 § 2, 2019-31 § 2, 2016-22 § 2, 2013-24 § 2, 2011-03 § 2, 2007-54 §3, 2002-31 § 3, 99-17 § 5, 99-1, 90-100 § 5, 87-55 § 4, 80-14 § 5, 74-30.)

SECTION III. Chapter 74-4 (Modifications) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

Chapter 74-4
MODIFICATIONS

74-4.002 Amendments to CBC. The 2025 California Building Code ("CBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Building Code.

(a) CBC Chapter 1 (Administration) is amended by the provisions of Division 72 of this code and as follows:

(1) Sections 103 and 113 of CBC Chapter 1 are deleted.

(2) In Section 105.2 (Work exempt from permit) of CBC Chapter 1 (Administration), subsection 4, is amended to read:

4. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.

(3) Section 107.2.1 (Information on Construction Documents) of CBC Chapter 1 (Administration) is amended to read:

> **107.2.1 Information on Construction Documents.** Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(4) Section 110.1 (Inspections - General) of CBC Chapter 1 (Administration) is amended by adding the following to the end of that section:

> At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

(b) Section 907.2.11.2.5.1 is added to Section 907.2.11.2.5 (Existing Group R occupancies) of CBC Chapter 9 (Fire Protection and Life Safety Systems), to read:

> **907.2.11.2.5.1 Existing flat roof buildings.** In existing flat roof buildings, the installation of a smoke detector that complies with California Residential Code Section R310.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

(c) Section 1405.2 is added to Section 1405 (Combustible materials on the exterior side of exterior walls) of CBC Chapter 14 (Exterior Walls), to read:

> **1405.2 Wood shakes or shingles.** Wood shakes or shingles used for exterior wall covering shall be fire treated.

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(d) In Section 1705.3 (Concrete construction) of CBC Chapter 17 (Special Inspections and Tests), Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength of no greater than 2,500 pounds-per-square inch (psi) (17.2 MPa).

(e) Section 1809.8 (Plain concrete footings) of CBC Chapter 18 (Soils and Foundations) is deleted.

(f) Section 1810.3.9.3 (Placement of reinforcement) of CBC Chapter 18 (Soils and Foundations) is amended by deleting Exception 3.

(g) Section 1905.6.2 (Seismic design categories C, D, E, and F) of CBC Chapter 19 (Concrete) is amended to read:

1905.6.2 Seismic design categories C, D, E, and F. Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

1. Reserved.

2. Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

3. Reserved.

(h) Section 1906 (Footings for light-frame construction) of CBC Chapter 19 (Concrete) is deleted.

(i) Section 1907.5 (Minimum Slab Provisions – General) is added to Section 1907 (Slabs-On-Ground) of CBC Chapter 19 (Concrete), to read:

Section 1907.5 Minimum Slab Provisions – General. Slabs shall have a minimum reinforcement of 6-inch by 6-inch, 10-gauge wire mesh or equal at mid-height of the slab.

(j) Appendix C, Appendix I, and Appendix P of the CBC are incorporated into the County building code. (Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3, 2007-54 § 4, 2002-31 § 3, 99- 17 § 6, 99-1, 90-100 § 6, 87-55 § 5, 80-14 § 6, 74-30 § 1.)

74-4.004 Amendments to CRC. The 2025 California Residential Code ("CRC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Residential Code.

(a) CRC Chapter 1 (Administration) is amended by the provisions of Division 72 of this code and as follows:

(1) Sections R103 and R112 of CRC Chapter 1 are deleted.

(2) In Section R105.2 (Work exempt from permit) of CRC Chapter 1 (Administration), subsection 3 is amended to read:

3. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.

(3) Section R106.1.1 (Information on Construction Documents) of CRC Chapter 1 (Administration) is amended to read:

106.1.1 Information on Construction Documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(4) Section R109.1.1 (Foundation inspection) of CRC Chapter 1 (Administration) is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This

requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

(b) Section R310.8.1.1 is added to Section R310.8 (Existing Group R-3 occupancies) of CRC Chapter 3 (Building Planning), to read:

R310.8.1.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with Section R310.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

(c) Section R602.10.3(3) (Bracing Requirements Based on Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

(1) The title of Table R602.10.3(3) is amended to read:

TABLE R602.10.3(3)[i]

(2) Footnote "i" is added to Table R602.10.3(3), to read:

i. Method GB is not permitted and the use of Method PCP is limited to one-story dwellings and accessory structures.

(d) Section R602.10.4.5 (Limits on methods GP and PCP) is added to Section R602.10.4 (Construction methods for braced wall panels) of CRC Chapter 6 (Wall Construction), to read:

R602.10.4.5 Limits on methods GB and PCP. Method GB is not permitted, but gypsum board is permitted to be installed on the opposite side of the studs from other types of braced wall panel sheathing. The use of Method PCP is limited to one-story dwellings and accessory structures.

(e) Appendix BB, Appendix BF, Appendix BJ, and Appendix CI of the CRC are incorporated into the County building code. (Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3.)

74-4.006 Amendments to CGBSC. The 2025 California Green Building Standards Code ("CGBSC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Green Building Standards Code.

(a) Section 301.1.1 (Additions and alterations) of CGBSC Chapter 3 (Green Building) is amended by adding the following to the end of that section:

The mandatory provisions of Section 4.408 shall apply to the following types of construction or demolition projects for existing residential buildings:

1. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.

2. Alterations to existing structures impacting 5,000 square feet or more of total combined conditioned and unconditioned building area.

3. Demolition projects when a demolition permit is required.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

For the purposes of determining whether a project meets the 5,000 square-foot threshold, the enforcing agency may deem all phases of a project and all related projects taking place on a single parcel, or on two or more adjoining parcel(s), as a single project.

(b) Section 301.3.2 (Waste diversion) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.3.2 Waste diversion. The requirements of Section 5.408 shall be required for additions, alterations, and demolition whenever a permit is required for work.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

(c) Section 4.106.4.2.2 (Multifamily Dwellings) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended by adding subsection (2)(d) to the end of that section, to read:

d. **EV Chargers.** Notwithstanding anything in this section to the contrary, at least ten (10) percent of the total number of parking spaces shall be equipped with fully-operational Level 2 EVSE.

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(d) Section 4.408.1 (Construction waste management) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.2.

Exceptions:

1. Excavated soil and land-clearing debris.

2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

(e) Section 4.408.2 (Construction waste management plan) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.2 Construction waste management plan. Submit a construction waste management plan for the project in conformance with Items 1 through 5 prior to issuance of a building permit. The construction waste management plan shall be updated as necessary, subject to approval by the enforcing agency. The approved plan, and any updates, shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.

2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).

3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.

4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.

5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements

for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales, or not practical due to materials being reused on-site or elsewhere, or not practical due to other considerations, and upon approval by the enforcing agency, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

(f) Section 4.408.3 (Waste management company) of CGBSC Chapter 4 (Residential Mandatory Measures) is deleted.

(g) Section 4.408.5 (Documentation) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.5 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 4.408.1, Section 4.408.2, Items 1 through 5, and, when applicable, Section 4.408.4 or Section 4.408.4.1, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity, by weight, of each material type diverted or disposed, consistent with the requirements of Section 4.408.2, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose of waste generated by the project that substantiate the amounts specified on the construction waste management final report; or

2. For projects that satisfy the waste stream reduction alternative specified in Section 4.408.4 or Section 4.408.4.1, documentation of the quantity, by weight, of each material type disposed of and the total combined weight of construction and demolition waste disposed in landfills as a result of the project, the corresponding pounds disposed per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

(h) Table 5.106.5.3.1 (EV Capable Spaces and EVCS) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

TABLE 5.106.5.3.1 – EV CAPABLE SPACES AND EVCS

TOTAL NUMBER OF ACTUAL PARKING SPACES	NUMBER OF REQUIRED EV CAPABLE SPACES	OTHER THAN OFFICE AND RETAIL NUMBER OF REQUIRED EVCS[2,3]	OFFICE AND RETAIL NUMBER OF REQUIRED EVCS[2,3]
1-9	0	0	0
10-25	4	3	3
26-50	8	5	6
51-75	13	8	8
76-100	17	10	13
101-150	25	15	19
151-200	35	20	26
201 and over	20 percent of actual parking spaces[1]	50 percent of EV capable spaces[1]	75 percent of EV capable spaces[1]

1. Calculation for spaces shall be rounded up to the nearest whole number.
2. Each EVCS shall reduce the number of required EV capable spaces by the same number.
3. At least one Level 2 EVSE shall be provided.

(i) Section 5.408.1 (Construction waste management) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1.

Exceptions:

1. Excavated soil and land-clearing debris.

2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist.

(j) Section 5.408.1.1 (Construction waste management plan) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.1 Construction waste management plan. Submit a construction waste management plan for the project in conformance with Items 1 through 5 prior to issuance of a building permit. The construction waste

management plan shall be updated as necessary, subject to approval by the enforcing agency. The approved plan, and any updates, shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.

2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).

3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.

4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.

5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales, or not practical due to materials being reused on-site or elsewhere, or not practical due to other considerations, and upon approval by the enforcing agency, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

(k) Section 5.408.1.2 (Waste management company) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.

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(l) Section 5.408.1.4 (Documentation) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.4 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 5.408.1, Section 5.408.1.1, Items 1 through 5, and, when applicable, Section 5.408.1.3, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but may not necessarily be limited to, the following:

1. Documentation of the quantity, by weight, of each material type diverted or disposed, consistent with the requirements of Section 5.408.1.1, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose of waste generated by the project that substantiate the amounts specified on the construction waste management final report; or

2. For projects that satisfy the waste stream reduction alternative specified in Section 5.408.1.3, documentation of the quantity, by weight, of each new construction material type disposed and the total combined weight of new construction waste disposed as a result of the project, the corresponding pounds of new construction disposal per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose of waste generated by the project that substantiate the amounts specified on the construction waste management final report.

(Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3, 2015-22 § 2.)

74-4.008 Amendments to CEBC. The 2025 California Existing Building Code ("CEBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used in this section are those of the 2025 California Existing Building Code

(a) CEBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:

(1) Sections 103 and 112 of CEBC Chapter 1 (Scope and Administration) are deleted.

(2) Section 106.1 (Construction Documents - General) of CEBC Chapter 1 (Scope and Administration) is amended by deleting the exception.

(3) Section 106.2.1 (Construction documents) of CEBC Chapter 1 (Scope and Administration) is amended to read:

106.2.1 Construction documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic

media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all applicable laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and for the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the tops and toes of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(Ords. 2025-19 § 3, 2022-35 § 3, 2019-31 § 3, 2016-22 § 3.)

74-4.010 Reserved.

(Ords. 2025-19 § 3, 2022-35 § 3, 2022-02 § 3.)

SECTION IV. Section 76-2.002 (Adoption) of Division 76 (Electrical Code) of the County Ordinance Code is amended to read:

76-2.002 Adoption.

(a) The electrical code of this county is the 2025 California Electrical Code (California Code of Regulations, Title 24, Part 3) ("CEC"), as amended by the changes, additions, and deletions set forth in this division and Division 72.

(b) The 2025 California Electrical Code, with the changes, additions, and deletions set forth in Chapter 76-4 and Division 72, is adopted by this reference as though fully set forth in this division.

(c) At least one copy of this electrical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.

(d) As of the effective date of the ordinance from which this division is derived, the provisions of the electrical code are controlling and enforceable within the county. (Ords. 2025-19 § 4, 2022-35 § 4, 2019-31 § 4, 2016-22 § 4, 2013-24 § 4, 2011-03 § 4, 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 79-67, 76-24.)

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SECTION V. Section 78-2.002 (Adoption) of Division 78 (Plumbing Code) of the County Ordinance Code is amended to read:

78-2.002 Adoption.

(a) The plumbing code of this county is the 2025 California Plumbing Code (California Code of Regulations, Title 24, Part 5), as amended by the changes, additions, and deletions set forth in Division 72.

(b) The 2025 California Plumbing Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.

(c) At least one copy of this plumbing code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.

(d) As of the effective date of the ordinance from which this division is derived, the provisions of the plumbing code are controlling and enforceable within the county. (Ords. 2025-19 § 5, 2022-35 § 5, 2019-31 § 5, 2016-22 § 6, 2013-24 § 5, 2011-03 § 5, 2007-54 § 6, 2002-31 § 5, 99-17 § 12, 74-29.)

SECTION VI. Section 710-2.002 (Adoption) of Division 710 (Mechanical Code) of the County Ordinance Code is amended to read:

710-2.002 Adoption.

(a) The mechanical code of this county is the 2025 California Mechanical Code (California Code of Regulations, Title 24, Part 4), as amended by the changes, additions, and deletions set forth in Division 72.

(b) The 2025 California Mechanical Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.

(c) At least one copy of this mechanical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.

(d) As of the effective date of the ordinance from which this division is derived, the provisions of the mechanical code are controlling and enforceable within the county. (Ords. 2025-19 § 6, 2022-35 § 6, 2019-31 § 6, 2016-22 § 7, 2013-24 § 6, 2011-03 § 6, 2007-54 § 7, 2002-31 § 6, 99-17 § 13, 88-91 § 5, 74-31.)

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SECTION VII. Section 72-6.212 of the County Ordinance Code is amended to read:

72-6.212 Expiration of permit.

(a) A permit issued by the county building official becomes void if either of the following occur:

(1) The work authorized by the permit is not commenced within 12 months after the permit issuance date. Evidence that work has commenced consists of at least one approved inspection.

(2) The work authorized by the permit is suspended or abandoned for a period of 12 consecutive months after the work is commenced. Work is deemed suspended or abandoned for a period of 12 consecutive months if no approved inspection occurs during that time.

(b) A permittee holding an unexpired permit may apply to the county building official for a permit extension. Upon written request by the permittee demonstrating justifiable cause for the delay, the county building official may grant one or more extensions of time for additional periods not exceeding 180 days per each extension.

(c) Once a permit becomes void, a new permit must be obtained before any work is commenced or recommenced, and a new permit fee must be paid. (Ords. 2025-19 § 7, 2022-35 § 7, 2019-31 § 7, 2007-54 § 2, 2002-31 § 2, 99-1 § 5, 87-55 § 3, 80-14 § 3, 74-32 § 2, 71-32 § 1, 67-70 § 3: prior code § 7106: Ord. 1372 § 5H).

SECTION VIII. VALIDITY. The Contra Costa County Board of Supervisors declares that if any section, paragraph, sentence, or word of this ordinance or of the 2025 California Building Code, Residential Code, Electrical Code, Mechanical Code, Plumbing Code, Energy Code, Historical Building Code, Existing Building Code, or Green Building Code, as adopted and amended herein, is declared for any reason to be invalid by a court, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination herefrom of any portion or provision as may be declared invalid by a court.

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SECTION IX. EFFECTIVE AND OPERATIVE DATES. This ordinance becomes effective 30 days after passage. This ordinance becomes operative January 1, 2026, or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

PASSED on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: MONICA NINO,
Clerk of the Board of Supervisors
and County Administrator

_____
Board Chair

By: _____
Deputy

[SEAL]

CONTRA COSTA COUNTY
FINDINGS IN SUPPORT OF CHANGES, ADDITIONS, AND DELETIONS TO STATEWIDE BUILDING STANDARDS CODE

The California Building Standards Commission has adopted and published the 2025 Building Standards Code, which is comprised of the 2025 California Building, Residential, Electrical, Mechanical, Plumbing, Energy, Historical Building, Existing, and Green Building Standards Codes. These codes are enforced in Contra Costa County by the Building Inspection Division of the Department of Conservation and Development.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. For amendments to the California Green Building Standards Code, local climatic, geological, and topographical conditions include local environmental conditions.

Ordinance No. 2025-19 adopts the statewide codes and amends them to address local conditions. Pursuant to Health and Safety Code section 17958.7, the Contra Costa County Board of Supervisors finds that the more restrictive standards contained in Ordinance No. 2025-19 are reasonably necessary because of the local climatic, geological, and topographic conditions that are described below.

I. Local Conditions

A. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is mapped as Seismic Design Categories D and E, indicating very high risk for earthquakes. Buildings and other structures in these zones can experience major seismic damage. Contra Costa County is near numerous earthquake faults including the San Andreas Fault, and all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults.

(b) Impact

A major earthquake could severely restrict the response of Contra Costa County Fire Districts and their capability to control fires. When buildings not equipped with earthquake structural support move off their foundations, gas pipes may rupture. Fires may develop from line ruptures and spread from house to house, causing an extreme demand for fire protection resources. The proximity of large areas within the County to fault traces necessitates adopting stricter structural construction standards.

2. Soils

(a) Conditions

The area is replete with various soils, many of which are expansive. Many areas have landslide prone soils, and some areas are potentially liquefiable during severe seismic shaking.

Throughout Contra Costa County, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percentage of slope, many exceeding 20%. Several of these roads extend up through the winding passageways in the hills providing access to remote housing subdivisions. Most of these roads are private with no established maintenance program.

(b) Impact

During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be unpassable preventing fire protection resources from reaching fires caused by gas line ruptures or other sources.

3. Topographic

(a) Conditions

i. Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations 6 to 8 months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in those developed and developing areas of the County. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress fire district resources.

ii. Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit feasible response routes for Fire District resources in and to District areas.

iii. Buildings, Landscaping, and Terrain

Many buildings and building complexes have building access and landscaping features and designs which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates, roads of inadequate width, and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Access problems often severely delay fire and smoke control efforts. In existing structures where

pitched roofs have been built over an existing roof, smoke detectors should be required to warn residents of smoke and fire before the arrival of fire personnel.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the County fire resources. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Most earthquake fires are caused by natural gas line ruptures. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur.

Other variables may intensify the situation:

- The extent of damage to the water system.
- The extent of isolation due to bridge and/or freeway overpass collapse.
- The extent of roadway damage and/or amount of debris blocking the roadways.
- Climatic condition (hot, dry weather with high winds).
- Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
- The availability of timely mutual aid or military assistance.
- The large portion of dwellings with wood shake or shingle coverings (both on the roof diaphragm and sides of the dwellings) could result in conflagrations.
- The large number of dwellings that slip off their foundations and rupture gas lines and electrical systems resulting in further conflagrations.

More restrictive electric vehicle charging standards, construction and demolition waste recovery requirements, and building electrification requirements would not impact the availability of the County's fire or public safety resources.

B. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April, and 4% from May through September. May through September is a dry 5-month period each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45 to 65% during spring, summer, and fall, and from 60 to 90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush and weeds, which are

often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely. Gas fires due to gas line ruptures can also spark and engulf a single-family residence during these dry periods.

Because of dryness, a rapidly burning gas fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks or embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Greenhouse Gas Emissions

(a) Conditions

The California Air Resources Board has collected information on emissions from air pollution sources since 1969. This information is periodically compiled by State and local air pollution control agencies to create regional and statewide greenhouse gas emissions inventories. The California greenhouse gas emissions inventory maintains information on various air pollution sources and identifies "transportation" (all on-road vehicles such as automobiles and trucks, and off-road vehicles such as trains, ships, aircraft, and farm equipment) as a primary pollution source. According to the 2020-2022 statewide inventory (2024 Edition), the transportation sector remains the largest source of greenhouse gas emissions, accounting for 37.7% of the total greenhouse gas emissions. Emissions from waste, comprising 2.2% of the total greenhouse gas emissions, have grown by 14.1% since 2000, and 96% of that amount is landfill emissions. California adopted land use and transportation policies and mandatory recycling laws to help reduce greenhouse gas emissions by promoting the use of renewable energy sources and reducing landfill disposal.

On November 5, 2024, Contra Costa County adopted its 2045 General Plan and 2024 Contra Costa County Climate Action and Adaptation Plan (CAAP). An updated local greenhouse gas emission inventory was included as part of the 2024 CAAP. For the purpose of reducing greenhouse gas emissions, the C2024 CAAP contains 29 climate action strategies, 11 of which directly result in greenhouse gas emission reductions. These strategies include, among other things, actions to support limiting the amount of waste disposal in landfills, actions to increase the installation of electric vehicle charging stations for all vehicle types as well as actions to increase the use of zero-emission vehicles throughout unincorporated Contra Costa County.

(b) Impact

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would be consistent with the intent of State legislation and County requirements to aggressively implement energy and waste policies designed to ensure success in meeting their greenhouse gas emission reduction goals.

3. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 75° to 90° range, with average maximums of 105° F in some areas of unincorporated Contra Costa County.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building, wildland fires, and fires caused by gas line ruptures.

Another impact from high temperatures is that combustible building material and non- irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more fire resources to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire Districts in Contra Costa County. The change of temperatures throughout the County between very low and extreme highs contributes to a voltage drop in conductors used for power pole lines. This necessitates that voltage drops be considered.

More restrictive electric vehicle charging standards, construction and demolition waste recovery requirements, and building electrification requirements would not have a negative impact on the temperature conditions within the County.

4. Winds

(a) Conditions

Prevailing winds in many parts of Contra Costa County are from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities can reach 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry condition.

(b) Impact

Winds such as those experienced locally can and do exacerbate fires, both interior and exterior, to burn, and spread rapidly. Fires involving non-irrigated weeds, grass, brush, and fires caused by gas line ruptures can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the fire services very quickly even by relatively moderate winds. When such fires are not controlled, they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior

water streams used by all Contra Costa County Fire Districts on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials, buildings with inadequately separated interior areas, or buildings lacking automatic fire protection systems, proper gas shut-off devicesor proper electrical systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

More restrictive electric vehicle charging standards, construction and demolition waste recovery requirements, and building electrification requirements, would not have a negative impact on the wind conditions within the County.

II. Necessity of More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors finds that there are building and fire hazards unique to Contra Costa County that require the more restrictive fire protection, structural and design load requirements, and energy and waste management policies set forth in Ordinance No. 2025-19.

A. The ordinance amends the 2025 California Building Code by:

1. Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.002(b).)
2. Requiring wood shakes or shingles used for exterior wall covering to be fire treated. (§ 74-4.002(c).)
3. Requiring special inspections for concrete compressive strength at certain foundations to be consistent with code requirements for concrete at other locations. (§ 74-4.002(d).)
4. Addressing the poor performance of plain concrete structural elements during seismic events. (§ 74-4.002(e), § 74-4.002(g), and § 74-4.002(h).)
5. Prohibiting placement of reinforcement while the concrete is in a semifluid condition thus increasing quality control during construction. Enhanced quality control is necessary because of seismic considerations. (§ 74-4.002(f).)
6. Requiring minimum strength and construction standards for slabs-on-ground. (§ 74-4.002(i).)

B. The ordinance amends the 2025 California Residential Code by:

1. Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.004(b).)
2. Prohibiting the use of gypsum wallboard as braced wall panels in single- and two-family dwellings and accessory structures, and by limiting the use of Portland

Cement Plaster braced walls to one story single- and two-family dwellings, as these materials have performed poorly during recent California seismic events. (§74- 4.004(c) and §74-4.004(d).)

C. The ordinance amends the 2025 California Green Building Standards Code by:

1. Imposing more restrictive electric vehicle charging standards, as follows:
   (a) For new multi-family buildings, requiring ten percent of the total number of parking spaces be equipped with fully-operational Level 2 electric vehicle supply equipment for all multi-family buildings. (§ 74-4.006(c).)
   (b) For new non-residential buildings, other than office and retail buildings, increasing the number of designated electric vehicle parking spaces that must have fully functional charging equipment. (§ 74-4.006(h).)
2. Imposing more restrictive construction waste reduction, disposal, and recycling standards consistent with those presently enforced in the County as follows:
   (a) Imposing the mandatory restrictions from Chapter 4 of the 2025 CGBSC on certain projects for existing residential buildings, including:
      i. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more. (§ 74-4.006(a).)
      ii. Projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area. (§ 74-4.006(a).)
      iii. Demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance. (§ 74-4.006(a) and § 74-4.006(b).)
   (b) Eliminating the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities. (§ 74- 4.006(d).)
   (c) Requiring measuring of all generated debris to ensure that at least 65% is diverted from landfills. (§ 74-4.006(g) and § 74-4.006(l).)
   (d) Requiring more comprehensive documentation for construction waste management be provided to the enforcing agency and making submittal of the same a prerequisite for scheduling final inspections. (§ 74-4.006(e) and § 74-4.006(j).)

D. The amendments to the 2025 California Existing Building Code are not substantive in nature and are limited to administrative provisions for the use and enforcement of this Code, and to be consistent with the administrative provisions of the statewide codes as amended.

III. Assembly Bill 130 Findings

In addition to the requirement that modifications and changes be reasonably necessary because of local climatic, geological, or topographical conditions, Assembly Bill 130 imposed additional limitations to modifications and changes that impact residential units.

After October 1, 2025, a local jurisdiction may not make any modification or change to these codes that is applicable to residential units, except under specifically enumerated conditions. (Health & Saf. Code, § 17958.5(c).) The enumerated conditions that permit a local jurisdiction to make a modification or change affecting residential units include but are not limited to: (i) the change or modification is substantially equivalent to a change or modification that was in effect as of September 30, 2025 (Health & Saf. Code, § 17958.5(c)(1)), and (ii) the change or modification relates to home hardening (Health & Saf. Code, § 17958.5(c)(3)).

With one exception, each of the modifications applicable to residential units included in Ordinance No. 2025-19 were also included in Ordinance No. 2022-35, Contra Costa County's adoption of the 2022 California Building Code with local amendments. The Contra Costa County Board of Supervisors adopted Ordinance No. 2022-35 on November 8, 2022, and the County's adopted 2022 California Building Code with local amendments was effective on January 1, 2023. According, the modifications applicable to residential units included in Ordinance No. 2025-19, with one exception, are permitted under AB130 because they are substantially similar to modifications that were in effect in Contra Costa County as of September 30, 2025.

Ordinance No. 2025-19 modifies Section 1405.2 of the California Building Code (§ 74-4.002(c)), to require that wood shakes or shingles used for exterior wall covering to be fire treated. Ordinance No. 2022-35 also included this modification, but included an exception for when the exterior wall was at least 10 feet from the property line or faced a street. Thus, the modification in Ordinance No. 2025-19 is more restrictive than the modification previously in effect in Contra Costa County. Nevertheless, Ordinance No. 2025-19's modification to Section 1405.2 is permitted under AB130 because it relates to home hardening as it further protects the subject residential unit from fire and inhibits the spread of fire to surrounding residential units.

File #: 25-4627 **Agenda Date:** 11/4/2025 **Agenda #:** D.4.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: HEARING on the itemized costs of abatement for property in Unincorporated Contra Costa County, 1920 6th St., Richmond, California (Ray James & Corinea, Owner). (Jason Crapo, Conservation and Development Department).

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

OPEN hearing on the costs of abating a public nuisance on the real property located at 1920 6th St., Richmond, California, in unincorporated Contra Costa County (APN: 409-291-008).

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be $7,258.30.

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

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

FISCAL IMPACT:

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for the accumulation of garbage and debris scattered throughout the property and weeds over eighteen inches in height and was served on the property owner and all persons known to be in possession of the property by certified mail on April 17, 2025.

The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer

abated the nuisance on June 2, 2025.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on June 5, 2025. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 1025 Escobar St., 1st Floor, Martinez, CA 94553.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to recover costs for abatement on code violations for this property.

CONTRA COSTA COUNTY

DATE: September 9, 2025

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Andrew Gomer, Building Inspector I

RE: Itemized Report of Abatement Costs

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

OWNER: Ray James & Corinea

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: June 2, 2025

ABATEMENT COMPLETED DATE: June 5, 2025

SITE ADDRESS: 1920 6th St., Richmond, CA 94801
APN#: 409-291-008

PROPERTY DESCRIPTION: Residential

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

ITEM	EXPLANATION		COST
Notice to Comply (include first 2 inspections)		$	300.00
Site Visits (8 x $150.00 ea.)		$	1,200.00
Recording Fee		$	17.00
PIRT (Title Search)		$	175.00
Certified Letter & Regular Mailings		$	36.30
Photos		$	10.00
Contractor hired for abatement		$	5,120.00
Final Site Inspection to Confirm Compliance			200.00
Compliance Report and Board Hearing		$	200.00
Total		**$**	**7,258.30**

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

1920 6TH ST.,

Richmond, CA 94801

Before Photos


MARCH 12, 2025



MARCH 27, 2025

1920 6TH ST.,

Richmond, CA 94801

After Photos


JUNE 2, 2025
CAT


JUNE 2, 2025

File #: 25-4628 **Agenda Date:** 11/4/2025 **Agenda #:** D.5.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Report Title: HEARING on the itemized costs of abatement for property in Unincorporated Contra Costa County, 616 Grove Ave., Richmond, California (Wilson Fanny Estate Of C/O Tracey Warren, Owner). (Jason Crapo, Conservation and Development Department).

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

OPEN hearing on the costs of abating a public nuisance on the real property located at 616 Grove Ave., Richmond, California, in unincorporated Contra Costa County (APN: 409-132-002).

RECEIVE and CONSIDER the attached itemized report on the abatement costs and any objections thereto from the property owner or other persons with a legal interest in the property; and CLOSE the hearing.

DETERMINE the cost of all abatement work and all administrative costs to be $13,186.47.

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

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

FISCAL IMPACT:

No net fiscal impact. The costs as determined above will be added to the tax roll as a special assessment on this property and will be collected at the same time and in the same manner as ordinary County taxes are collected.

BACKGROUND:

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

The Notice and Order to Abate was posted on the above-referenced property for weeds over eighteen inches in height, overgrown vegetation, trash, buckets, tires and debris, and was served on the property owner and all persons known to be in possession of the property by certified mail on August 19, 2024 and on May 12, 2025. The property owner did not file an appeal of the Notice and Order to Abate. The County Abatement Officer

conducted two separate abatements on October 16, 2024 and on June 11, 2025.

The property owner was billed for the actual cost of the abatement and all administrative costs. The bill was sent by first-class mail to the property owner on November 7, 2024 and June 17, 2025. The property owner did not pay the bill within 45 days of the date of mailing.

Notice of this Cost Hearing was sent to the property owner by certified mail by the Clerk of the Board. For proof of service, see Clerk of the Board at 1025 Escobar St., 1st Floor, Martinez, CA 94553.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to recover costs for abatement on code violations for this property.

CONTRA COSTA COUNTY

DATE: September 9, 2025

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Andrew Gomer, Building Inspector I

RE: Itemized Report of Abatement Costs

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

OWNER: Wilson Fanny Estate of C/O Tracey Warren

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: August 19, 2024

ABATEMENT COMPLETED DATE: November 7, 2024

SITE ADDRESS: 616 Grove Ave., Richmond, CA 94801
APN#: 425-013-022

PROPERTY DESCRIPTION: Residential

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

ITEM	EXPLANATION	COST
Notice to Comply (include first 2 inspections)		$ 300.00
Site Visits (6 x $150.00 ea.)		$ 900.00
Recording Fee		$ 17.00
PIRT (Title Search)		$ 175.00
Certified Letter & Regular Mailings		$ 35.04
Photos		$ 10.00
Contractor hired for abatement		$ 1,650.00
Final Site Inspection to Confirm Compliance		200.00
Compliance Report and Board Hearing		$ 200.00
Total		**$ 3,487.04**

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

CONTRA COSTA COUNTY

DATE: September 9, 2025

TO: Clerk of the Board

FROM: Department of Conservation & Development
By: Andrew Gomer, Building Inspector I

RE: Itemized Report of Abatement Costs

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

OWNER: Wilson Fanny Estate of C/O Tracey Warren

POSSESSOR: N/A

MORTGAGE HOLDER: N/A

ABATEMENT ORDERED DATE: May 12, 2025

ABATEMENT COMPLETED DATE: June 17, 2025

SITE ADDRESS: 616 Grove Ave., Richmond, CA 94801
APN#: 425-013-022

PROPERTY DESCRIPTION: Residential

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

ITEM	EXPLANATION	COST
Notice to Comply (include first 2 inspections)		$ 300.00
Site Visits (6 x $150.00 ea.)		$ 900.00
Recording Fee		$ 29.00
PIRT (Title Search)		$ 175.00
Certified Letter & Regular Mailings		$ 44.43
Photos		$ 10.00
Contractor hired for abatement		$ 7,853.00
Final Site Inspection to Confirm Compliance		200.00
Compliance Report and Board Hearing		$ 200.00
Total		**$ 9,699.43**

Abatement costs can be paid at or mailed to Department of Conservation and Development, Building Inspection Division, 30 Muir Rd., Martinez, CA 94553.

2024

616 Grove Ave.

Richmond, CA 94801

Before Photos



October 14, 2024


October 17, 2024

2025

616 Grove Ave.

Richmond, CA 94801

After Photos


103



616 Grove Ave
Richmon, CA 94801

Before Photos


April 22, 2025


May 12, 2025
107

616 Grove Ave
Richmon, CA 94801

After Photos





File #: 25-4629 **Agenda Date:** 11/4/2025 **Agenda #:** D.6.

To: Board of Supervisors

From: Sustainability Committee

Report Title: Consider Adoption of Contra Costa County Clean Energy Roadmap for Existing Buildings

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

1. CONSIDER adopting the Contra Costa County Clean Energy Roadmap for existing buildings, as presented to the Sustainability Committee.

2. FIND that adoption of the Contra Costa County Clean Energy Roadmap for existing buildings is exempt from the California Environmental Quality Act (CEQA) Guidelines Section 15262.

3. DIRECT staff to file a Notice of Exemption with the County Clerk and pay any required fee for the filing.

FISCAL IMPACT:

Measure X funding is allocated to cover the staff time associated with the development and implementation of the Clean Energy Roadmap for existing buildings (Roadmap).

If the Roadmap is adopted by the County, other funding sources will need to be identified to facilitate all-electric building conversions.

BACKGROUND:

On November 5, 2024, the County Board of Supervisors adopted the Contra Costa County 2045 General Plan and Updated 2024 Contra Costa County Climate Action and Adaptation Plan (CAAP). The CAAP establishes greenhouse gas (GHG) reduction goals to be 40% below 1990 levels by 2030, and to achieve net carbon neutrality by 2045, consistent with the State's goals.

CAAP Strategy BE-2, Clean and Efficient Built Environment, includes an implementation action calling for the creation by the County of a detailed roadmap to convert existing homes and businesses to use low-carbon or carbon-free appliances. It also states that the roadmap shall prioritize equity to minimize the risk of displacement or significant disruptions to existing tenants.

On March 10, 2025, the Sustainability Committee (Committee) received a report on the Draft Clean Energy Roadmap for existing buildings (Roadmap), which was released for public review on March 5, 2025. A proposed timeline was provided by staff recommending a 30-day public comment review period with a final draft of the Roadmap planned for consideration by the Committee later in the year for a recommendation to the Board of Supervisors. The Committee provided feedback on the draft Roadmap, requesting it include how it will support the Bay Area Air District (BAAD) Rules 9-4 and 9-6, which ban the purchase of nitrogen oxide (NOx) emitting water heaters (i.e., gas water heaters) for residential buildings or standard commercial and industrial spaces starting in 2027, ban the purchase of furnaces that emit NOx (i.e., gas burning furnaces) starting in 2029, and ban the purchase of larger commercial water heaters that emit NOx beginning in 2031.

On September 8, 2025, the Committee considered the public comments received on the draft Roadmap, reviewed a new draft of the Roadmap revised to address public comments and asked that it be presented for consideration to the Board of Supervisors for adoption.

Public Outreach

Public comments on the draft Roadmap were accepted from March 25, 2025, through April 24, 2025. Staff created a dedicated webpage with information about the draft Roadmap and how to submit public comments. Two virtual information sessions also occurred in April for the public to attend and provide verbal comments on the draft Roadmap. Information on how to review and submit comments on the draft Roadmap was also included in the Spring 2025 edition of the County's Sustainability Newsletter. Staff also presented an overview of the draft Roadmap at the Contra Costa County All-Electric Working Group meeting in April, a quarterly meeting that includes industry professionals, non-profit leaders and local government staff within the County interested in transitioning buildings to be all-electric.

Summary of Public Comments Received

The main themes that emerged from the public outreach conducted included information on stakeholder collaboration, questions around timelines and goal setting, and community engagement. The most detailed comments were provided by 350 Contra Costa Action, who provided both written and verbal comments.

A detailed summary of the public comments received, including a summary of edits made to the draft Roadmap in response to comments received, was provided to the Sustainability Committee at its September 8, 2025, meeting. The report to the Committee on this topic is attached.

Clean Energy Roadmap

The Clean Energy Roadmap includes information on the benefits of all-electric buildings, including an initial assessment of the existing landscape in California for transitioning buildings to all-electric, such as existing policies and plans at the local, regional, and State levels. The Roadmap includes a preliminary inventory of residential buildings in the County, a brief overview of the cost issues around transitioning buildings to all-electric, analyzes issues related to electric panel capacity, such as outdated wiring in the home, and discusses the costs of adding solar panels and battery storage.

The Roadmap also provides specific recommendations and next steps based on the research and information included in the report. This includes implementing a specific outreach and engagement strategy on the subject of transitioning buildings to be all-electric, with a focus on gaining feedback from communities historically

marginalized; completing additional analysis to obtain more data on buildings and the costs of transitioning existing buildings to be all-electric; working with the County's Legislation Committee and Board of Supervisors to develop a policy framework that calls for the County to work with regulatory agencies to support the goal of transitioning existing buildings to all-electric. Other recommendations and next steps include, further exploring policy options outlined in the Roadmap, working to develop a strategy to address tenant/landlord rental property constraints, seeking solutions to improve the overall resiliency of households in the County, such as installing solar panels and battery storage, allowing staff to seek funding that supports the implementation of the Roadmap, and identifying opportunities for pilot projects for converting existing buildings to be all-electric, where appropriate. The recommended Clean Energy Roadmap is attached to this report.

Roadmap Implementation Action Plan

To implement the recommendations and next steps detailed in the Roadmap, the Roadmap calls for an Implementation Action Plan to be completed within 12 months of when the Roadmap is adopted by the County and specifies that the Implementation Action Plan be examined on an annual basis to allow for any adjustments, as needed. As part of the Implementation Action Plan, a Clean Energy Roadmap webpage be maintained with regularly updated information on the topic of converting buildings to be all-electric.

California Environmental Quality Act (CEQA)

For the purposes of compliance with CEQA, the adoption of the Clean Energy Roadmap is the project. Based on the record before the County, staff has determined that this project is exempt from environmental review under CEQA Guidelines Section 15262, which applies to a project that only involves feasibility and planning studies for possible future actions which the board has not approved, adopted, or funded.

The Clean Energy Roadmap is a planning study on how to support converting existing homes and businesses to use low-carbon or carbon-free appliances. The roadmap is an implementation action of Strategy BE-2 in the County's 2024 CAAP. The updated 2024 CAAP was adopted as part of the County's 2045 General Plan adopted in 2024.

CONSEQUENCE OF NEGATIVE ACTION:

The County would not implement an action item in the updated 2024 CAAP, CAAP Strategy BE-2. The County would also likely not meet its greenhouse gas emissions reduction targets included in its updated 2024 CAAP.

County of Contra Costa, California

Clean Energy Roadmap for Existing Buildings



Prepared By:

County of Contra Costa

Department of Conservation and Development

30 Muir Rd, Martinez, CA 94553

sustainability@dcd.cccounty.us

www.contracosta.ca.gov/dcd

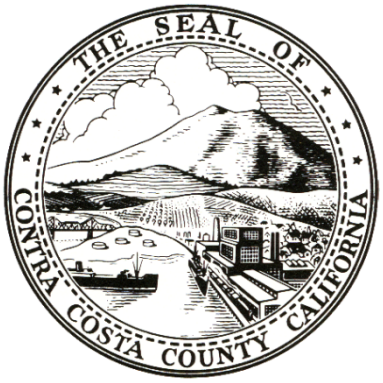


Table of Contents

Executive Summary 5
1.0 Introduction 8
2.0 Benefits of All-Electric Buildings 10
2.1 Health 10
2.2 Safety 11
2.3 Climate Resilience 12
3.0 Existing All-Electric Policies and Programs 13
3.1 Statewide Policies and Plans 13
3.2 Regional Programs, Plans, and Studies 15
3.3 California Jurisdictions with Adopted All-Electric Building Plans 16
3.4 Contra Costa County Programs and Plans 18
4.0 Building Inventory Analysis 21
5.0 Cost Analysis 24
6.0 Funding and Financing Opportunities 25
6.1 Rebate Opportunities 26
6.2 Inflation Reduction Act Rebates and Tax Credits 29
6.3 Financing Options 29
6.4 Existing Funding Models to Explore 31
7.0 Centering Equity 32
7.1 Community Engagement Approach 34
7.2 Workforce Development 36
8.0 Facilitating an Equitable Transition 37
9.0 Policy Options and Other Strategies 42
10.0 Next Steps 44
10.1 Action Items and Recommendations 44
11.0 Roadmap Implementation Action Plan 46
11.1 Implementing Action Items and Recommendations 46
11.2 Roadmap Implementation Action Plan 47

GLOSSARY

ABAG: Association of Bay Area Governments

AC: Air Conditioning

AEA: Association for Energy Affordability

BAAD: Bay Area Air District

BayREN: Bay Area Regional Energy Network

BOS: Board of Supervisors

CARB: California Air Resources Board

CAP: 2015 Climate Action Plan

CAAP: Updated 2024 Climate Action and Adaptation Plan

CAISO: California Independent System Operator

CCA: Community Choice Aggregator

CCHS: Contra Costa Health Services

CEC: California Energy Commission

CO_2: Carbon Dioxide

CPUC: California Public Utilities Commission

DER: Distributed Energy Resources

EPA: Environmental Protection Agency

EV: Electric Vehicle

GHG: Greenhouse Gas

HPWH: Heat Pump Water Heater

HVAC: Heating, Ventilation, and Air Conditioning

IOU: Investor-Owned Utility

LEED: Leadership in Energy and Environmental Design

MCE: Community choice energy provider for most of Contra Costa County.

NOx: Nitrogen Oxide

NO_2: Nitrogen Dioxide

PSPS: Public Safety Power Shutoff

Executive Summary

Contra Costa County is a leader in adopting policies and programs that improve indoor air quality for residents. The County's General Plan and Climate Action and Adaptation Plan (CAAP) include a number of policies, goals, and actions on this topic.

Energy usage from existing buildings is one of the largest contributors of greenhouse gas (GHG) emissions, responsible for approximately 30 percent of all the annual GHG emissions in unincorporated Contra Costa County. Transitioning existing buildings to use clean energy to reduce GHG emissions is a complex issue that requires a thoughtful, strategic approach that will not overburden our population. The most common approach to reducing GHG emissions in buildings is to transition buildings away from using gas as the building's fuel source.

The Clean Energy Roadmap for Existing Buildings (Roadmap) is an action item specified in Strategy BE-2 of the County's CAAP 2024 Update, adopted on November 5, 2024, by the County Board of Supervisors. The Roadmap provides an initial assessment of the existing landscape in California for transitioning buildings to all-electric and highlights existing all-electric policies and plans at the local, regional, and State levels. The Roadmap also highlights the many benefits that come with all-electric homes such as enhanced health and safety in homes as well as improved community resilience to the impacts of climate change. This Roadmap also outlines a strategic community engagement strategy that centers on equity to inform our impacted communities in the County on the benefits of buildings operating on clean energy.

Below is a summary of the research and analysis conducted as well as a summary of the recommendations and next steps included in the County's Clean Energy Roadmap.

INITIAL RESEARCH RESULTS

The research and analysis conducted by County staff for the Roadmap is preliminary and serves as a framework for more comprehensive analyses in the future on the existing building stock characteristics, the costs associated with transitioning buildings to be all-electric, the current challenges and barriers to evaluate, and the policies that have been deployed successfully in other jurisdictions. Each research topic summarized below provides insight into the factors that influence the transition of existing buildings to all-electric and supports efforts to have buildings use clean energy that reduces or eliminates cardon dioxide emissions, therefore reducing GHG emissions and improving health.

Building Inventory – An initial building inventory was conducted for all the residential buildings in unincorporated Contra Costa County. It identified key characteristics such as building typology, vintage, and total square footage. The initial assessment found that 93

percent of all the residential buildings in the County are single-family homes and that 56 percent of those homes were constructed prior to 1978.

Cost Analysis – A brief overview of the issues around the cost of transitioning a building to all-electric is provided. This includes the factors that influence the cost of transitioning buildings to all-electric, such new equipment, operational costs, and other unique factors. A comprehensive study specific to the County's region will need to be conducted to better understand how all these variables impact the cost of transitioning a home to be all-electric.

Facilitating an Equitable Transition –The Roadmap highlights a number of issues to resolve to be equitable for County residents. This includes insufficient electrical panel capacity or outdated panel compatibility, outdated wiring in the home, prohibitive costs of adding solar panels and battery storage, and different priorities for landlords and renters, also known as the "landlord/tenant dilemma," for making tenant improvements.

Policy Options and Other Strategies – A brief overview of the policy options and other approaches other jurisdictions have implemented is provided. This includes actions that trigger, through permitting, and require an upgrade to all-electric (e.g., major renovations) as well as a discussion on how these options through permitting are no longer feasible due to a 2024 court ruling. Also included is a strategy on decommissioning the gas distribution system through collaboration with investor-owned utilities (IOUs), community choice aggregators (CCAs), and others.

RECOMMENDATIONS AND NEXT STEPS

This Roadmap includes specific recommendations and next steps based on the research and information collected for this report. Below is a summary of the recommendations and next steps. All recommended actions are intended to support staff in the ongoing effort to transition existing buildings to all-electric, where feasible, so that the County can reach the emission reduction goals outlined in its CAAP.

Outreach and Engagement

A specific outreach and engagement strategy is needed to communicate and collaborate with the residents of Contra Costa County that ensures that historically marginalized and unrepresented communities have a voice in planning for a clean energy transition. The Roadmap outlines a specific framework for staff to follow to ensure that efforts around transitioning existing buildings to all-electric extend to all unincorporated communities throughout the County. This includes working with community-based organizations to engage and collaborate with our communities to further develop the various strategies that will provide better health outcomes and a more resilient future.

Additional Analysis: Conduct additional analysis to expand on the work presented in this Roadmap. This includes an expanded building inventory that will provide more data on the condition of the existing building stock and more research on the costs of transitioning existing buildings to all-electric in the County.

Regional and State Collaboration: Work with the County's Legislation Committee and Board of Supervisors (BOS) to develop a policy framework that allows staff to establish new and/or expand existing relationships with regulatory agencies to support the goal of transitioning existing buildings to all-electric. This framework would enable staff to formally participate in public hearings, provide comments during the regulatory decision-making process, and petition for rulemaking from regulatory agencies like the California Energy Commission (CEC) and California Public Utilities Commission (CPUC). It also includes collaborating with the IOUs, such as PG&E, and CCAs, such as MCE, that service our region to gain a better understanding of the existing gas distribution system as well as explore the process and feasibility of decommissioning gas lines at a neighborhood/community scale.

Other Actions

There are other actions included in the Roadmap that will strengthen the County's ability to succeed in this transition. These actions include seeking approval from the BOS to continuously pursue funding for this effort as well as further analysis of the policy options and issues related to facilitating an equitable transition for converting existing buildings to all-electric. It also includes implementing pilot projects, where appropriate.

ROADMAP IMPLEMENTATION ACTION PLAN

To implement the recommendations and next steps detailed in the Roadmap, this section includes a framework to develop and maintain an Implementation Action Plan for the Roadmap and provides direction for the creation of a dedicated Clean Energy Roadmap website to include relevant content in the Roadmap that is likely to change over time. The webpage will also house information on the Roadmap Implementation Action Plan. Both the Implementation Action Plan and clean energy webpage are to be completed within 12 months of the Roadmap's adoption by the County Board of Supervisors.

1.0 Introduction



Climate change is one of the greatest challenges the world faces today.[1] The continued use of fossil fuels as an energy source has caused a build-up of greenhouse gases (GHG) such as carbon dioxide, nitrous oxide, and methane in the atmosphere. These gases and others are altering the chemical composition of the atmosphere and leading to a rise in the overall global temperature.

In 2015, Contra Costa County adopted its first Climate Action Plan (CAP)[2] for the unincorporated areas of the County. The 2015 CAP states that the County is expected to experience more extreme heat events, reduced air quality, changes in sea level, less predictable water supply, and an increase in storm severity and frequency of flood events.

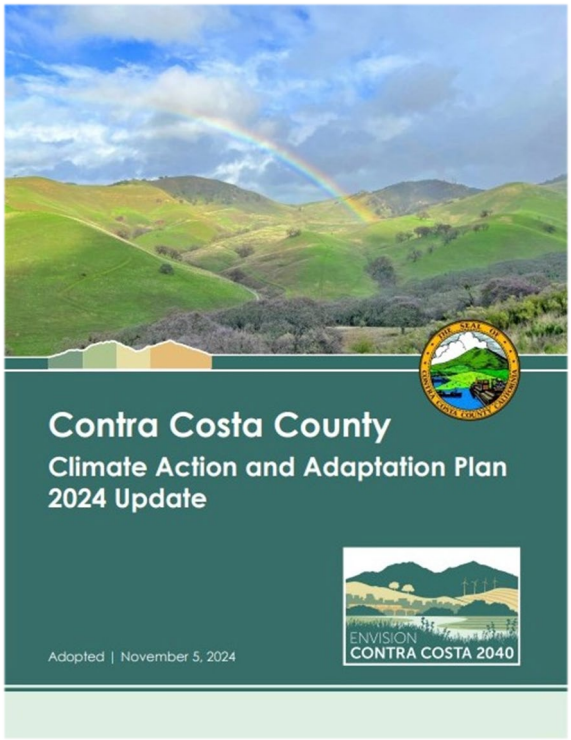
Since the adoption of its first CAP, the County has actively been working to mitigate its GHG emissions to reduce the severity of these expected impacts as well as help meet State and County climate goals. The County has made progress in meeting the goals of the 2015 CAP. Some major activities include providing marketing and outreach support for Bay Area Regional Energy Network (BayREN) programs to promote energy efficiency and all-electric retrofits, ongoing implementation of the County's low-income Weatherization Program, and piloting programs like the County's Asthma Initiative that links health impacts with energy efficiency. The County also has three LEED Gold certified County Administration Buildings, one of which also has a Total Resource Use and Efficiency (TRUE) building certification. In 2018, the County received grant funding through the California Strategic Growth Council to conduct a renewable resource potential study to identify more opportunities for renewable energy in the County and in 2020 adopted a solar overlay zone

[1] www.nrdc.org/stories/what-are-effects-climate-change#weather
[2] www.contracosta.ca.gov/DocumentCenter/View/39791/Contra-Costa-County-Climate-Action-Plan?bidId=

which allows ground-mounted solar in certain areas outside of the urban limit line. In addition, the County has installed solar and is upgrading to energy efficient lighting in County facilities on an ongoing basis.

On September 22, 2020, the Contra Costa County BOS passed Resolution 2020/256 which endorsed a declaration of a climate emergency in Contra Costa County, formally addressing the need for immediate action to combat climate change. The Climate Emergency Resolution included a range of initiatives, including that the County prioritize the implementation of its CAP and that the County should develop policies to require all new construction to be fully electric through the adoption of reach building codes. The Climate Emergency Resolution also acknowledges the process of updating its General Plan, Climate Action Plan (now the Climate Action and Adaptation Plan, or CAAP, and zoning codes, which provide an opportunity to follow State guidance for reducing greenhouse gas emissions for the unincorporated areas of Contra Costa County.

On November 5, 2024, the County BOS adopted the Contra Costa County 2045 General Plan and Contra Costa County CAAP 2024 Update. Consistent with the State's GHG emission reduction goals, the County's updated 2024 CAAP includes GHG reduction goals to 40 percent below 1990 levels by 2030 and achieve net carbon neutrality by 2045.[3]



The purpose of this Roadmap is to facilitate the implementation of CAAP Strategy BE-2, which includes an implementation action to create a detailed County Roadmap to convert existing homes and businesses to use low-carbon or carbon-free appliances. It also states that the Roadmap should include steps to support converting buildings to rely on low-carbon or carbon-free energy using an equitable framework that minimizes the risk of displacement or significant disruptions to existing tenants.

Although the goal of the Roadmap is to convert existing homes and businesses to use low-carbon or carbon-free appliances, such as having buildings be all-electric, the initial focus will be on residential buildings because they comprise a majority of the existing structures

[3] www.contracosta.ca.gov/DocumentCenter/View/84967/Contra-Costa-County-2024-Climate-Action-and-Adaptation-Plan-PDF?bidId=

in the unincorporated areas of the County. This Roadmap includes an overview of the benefits and challenges, an examination of what buildings have low-carbon or carbon-free appliances at the local and state level, and a preliminary analysis of the costs associated with converting existing buildings to be all-electric. It also includes ways to center equity in all aspects of a transition to all-electric buildings and explore policy options and next steps to meet the County's CAAP goals for existing buildings.

2.0 Benefits of All-Electric Buildings

Existing buildings are responsible for approximately 30 percent of all the annual GHG emissions for unincorporated Contra Costa County, 19 percent of which come from residential buildings and 11 percent from non-residential buildings. Transitioning away from the use of fossil fuel infrastructure, such as gas in residential, commercial, and industrial buildings, has many health, safety, and climate resiliency benefits.

2.1 Health

The County has approximately 300,000 residents living in census tracts that rank in the 95th percentile or higher statewide for asthma-related emergency department visits; these census tracts are located primarily along the County's northern waterfront.[4] This is higher than any other county in California.

On average, Californians spend approximately 90 percent of their time indoors where the air quality can be more polluted than outdoors. Gas appliances emit harmful amounts of carbon dioxide (CO_2) and nitrogen dioxide ($NO_{2)}$ which become trapped in the home, causing lasting health ramifications to occupants. For example, gas stoves in homes produce NO_2 concentrations that are 50-400 percent higher than homes with electric stoves.[5] These spikes often cause indoor air quality to far exceed the standards for outdoor air pollution. Children living in homes with gas stoves are 42 percent more likely to suffer asthma symptoms than those living in homes with electric stoves.[6] Particularly for those with moderate to severe asthma, eliminating the use of gas stoves and other appliances that use gas in the home are known to improve health outcomes.

[4] www.greenandhealthyhomes.org/publication/contra-costa-asthma-initiative/
[5] www.rmi.org/press-release/health-air-quality-impacts-of-cooking-with-gas/
[6] www.rmi.org/indoor-air-pollution-the-link-between-climate-and-health/

2.2 Safety

California has one of the oldest gas distribution infrastructures in the United States. As the system continues to age, it becomes more vulnerable to gas leaks or complete failure. The U.S. Environmental Protection Agency (EPA) found that unplanned gas leaks, also known as fugitive gas leaks, occur in all parts of the gas distribution infrastructure.[7] The majority of the gas lost through leakage is methane, which is 25 times more potent in its impact to the atmosphere than carbon dioxide.[8] Another safety risk associated with the gas infrastructure is accidental explosions caused during maintenance or excavation near gas pipelines.

Contra Costa County is also located in an area at high risk for earthquakes, near numerous earthquake faults including the San Andreas Fault, and all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A study released in 2015 by the Working Group of California Earthquake Probabilities predicts that for the San Francisco region, the 30-year likelihood of at least one earthquake or more measuring/ 6.7 or larger magnitude is 72 percent. Scientists, therefore, believe that an earthquake of a magnitude 6.7 or larger is now slightly more than twice as likely to occur as to not occur in, approximately, the next 30 years. The California Seismic Safety Commission reported that 20-50 percent of post-earthquake fires can be directly attributed to leaks in the gas infrastructure.[9] The elimination of gas infrastructure in buildings would reduce the hazards associated with gas leaks during seismic events.

Fire is also a risk. Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas in the County for 6 to 8 months of each year. Many of these combustible areas are adjacent to developed locations and are shown in the lates Fire Hazard Severity Zone Maps published in April 2024 by the California Department of Forestry and Fire Protection.[10] These areas are more prone to wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in developed and developing areas of the County. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress resources to combat fires. The elimination of gas infrastructure in buildings would also reduce fire hazards of buildings located near highly combustible dry land areas.

[7] www.epa.gov/natural-gas-star-program/primary-sources-methane-emissions
[8] www.epa.gov/ghgemissions/overview-greenhouse-gases#methane
[9] https://ssc.ca.gov/wp-content/uploads/sites/9/2020/08/cssc_2002-03_natural_gas_safety.pdf
[10] https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/fire-hazard-severity-zones

2.3 Climate Resilience



As temperatures in Contra Costa County increase in the coming decades, so will our demand for energy. Air conditioning systems will run more frequently and for longer periods of time. Transitioning buildings to be all-electric will lead to an overall increase in electricity consumption. Increasing the level of community resilience to the various impacts associated with climate change is imperative and working to identify solutions that address multiple problems and present multiple benefits is a clear way to accomplish this. Converting all appliances to electricity enhances resiliency to climate change through improved health and comfort in homes. Adding distributed energy resources (DERs), such as battery storage and solar panels also helps mitigate the impacts from an increased electricity load on the grid and furthers resiliency by adding protection against loss of power and public safety power shutoff (PSPS) events during high wildfire risk events. This is especially important for those in the community that are medically dependent on power. A common misconception with gas is that it serves as a redundant system during power loss events, however many gas appliances still require electricity to power fans and function.[11] Back-up generators that operate on diesel are a convenient option during loss of power; however, they cause more air pollution and create additional fire risk, further exacerbating climate change.

Eliminating the use of gas in existing buildings is a key strategy to reinforce community resiliency against climate change. Including battery storage and solar panels only serves to add to a household's overall resiliency. Unfortunately, many members in the community, especially those who live in areas disproportionately burdened by

[11] www.peninsulacleanenergy.com/electrification/gas-appliances-during-outage/

pollution, don't have adequate funding or resources to make these investments. Most also lack the authority to initiate the transition to all-electric due to different motivations for tenants and landlords to invest in these upgrades.[12] For the purposes of this Roadmap and consistent with the County's General Plan, these burdened communities will be referred to as "impacted communities." To improve resiliency in the unincorporated County, especially our impacted communities, focus must be given to addressing these barriers so that these communities can experience the benefits that come with all-electric buildings.

3.0 Existing All-Electric Policies and Programs

There are numerous policies and programs in place at the state, regional, and local levels that are either planned or are currently being implemented that support local agencies in adopting policies or initiatives to help convert existing buildings to all-electric. Below is an overview of the government actions being taken throughout the State and in Contra Costa County.

3.1 Statewide Policies and Plans

Transitioning existing buildings to all-electric is a strategy being deployed by California. These efforts, some of which are provided below, work collectively to position the State and the jurisdictions within it to convert our sources of electricity and the building stock to be less carbon intensive.

Building Energy Efficiency Standards (Title 24) (1978): California's building code for all new construction. The energy code is updated every three years and sets the requirements around energy efficiency and electrification. The most recent code became effective in January 2023 with updates that include requiring new homes installed with gas infrastructure to be electric-ready as well as standardizing electric heat pumps for water and space heating.[13] The new 2025 building code requirements will become effective January 1, 2026 requiring even higher energy efficiency standards making the install of heat pumps for water and space heating

[12] The "split incentive" or "tenant-landlord dilemma" refers to the situation where building owners do not directly benefit from increased comfort, better indoor air quality, and utility bill savings that can result from investments in energy efficiency upgrades. Tenants, who would benefit, usually lack the authority and the financing to make these investments.

[13] www.dgs.ca.gov/BSC/About/History-of-the-California-Building-Code--Title-24-Part-2

the typical baseline standard for new construction of single-family homes as well as increasing some efficiency standards for multi-family and non-residential buildings.

Assembly Bill 130 (2025): Signed by the Governor on June 30, 2025, it reforms some housing laws and temporarily imposes a six (6) year moratorium on new building standards on new construction of residential buildings. In general, it prohibits local building code amendments from being adopted that are more stringent than the State building code for residential buildings until the 2031 Building Code is adopted (effective January 1, 2032).

Assembly Bill 32 (2006): The California Global Warming Solutions Act of 2006 formed the basis for subsequent policy, both through executive orders and legislation. Assembly Bill (AB) 32 required California to reduce its GHG emissions to 1990 levels by 2020. This is a reduction of 15 percent below emissions expected under a "business as usual" scenario with reductions coming from virtually all sectors of the economy through policies, planning, direct regulations, market approaches, incentives, and voluntary efforts. AB 32 was a success as target reductions across the state were achieved in 2016.[14]

Senate Bill 350 (2015): The Clean Energy and Pollution Reduction Act, which is implemented by the California Energy Commission (CEC), establishes more stringent clean energy and GHG reduction targets, including reducing GHG emissions to 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050.[15]

Senate Bill 32 (2016): The California Global Warming Solutions Act of 2016 builds on AB 32 by requiring the California Air Resources Board (CARB) to reduce GHG emissions to 40 percent below the 1990 levels by 2030.[16]

Executive Order B-55-18 (2018): Governor Brown issued Executive Order B-55-18, which established an additional statewide goal of achieving carbon neutrality (no net GHG emissions) by 2045. Under this goal, any GHGs that are emitted by California must be fully offset by other activities by 2045. Though this goal does not yet have the force of law, it does indicate the direction in which the State is moving and may be a reference point for future legislative action.[17]

Assembly Bill 3232 (2018): The Low Carbon Buildings bill directs the CEC to prepare a Building Decarbonization Assessment in conjunction with the California Public Utilities Commission (CPUC), CARB, and the California Independent System Operator

[14] https://ww2.arb.ca.gov/resources/fact-sheets/ab-32-global-warming-solutions-act-2006
[15] www.energy.ca.gov/rules-and-regulations/energy-suppliers-reporting/clean-energy-and-pollution-reduction-act-sb-350
[16] https://clear.ucdavis.edu/explainers/how-california-working-reduce-greenhouse-gas-emissions
[17] www.ca.gov/archive/gov39/wp-content/uploads/2018/09/9.10.18-Executive-Order.pdf

(CAISO). This report, which was published in August 2021, assesses the potential for California to reduce GHG emissions from buildings by 40 percent below 1990 levels by 2030.[18]

Senate Bill 100 (2018): The 100 Percent Clean Energy Act requires renewable energy and zero-carbon resources to supply 100 percent of electric retail sales to end-use customers by 2045. To help accomplish this, the bill updated the State's Renewables Portfolio Standard to ensure that at least 60 percent of California's electricity is renewable by 2030. The bill also established a requirement for the CEC, CPUC, and CARB to use programs under existing laws to achieve 100 percent clean electricity and issue a joint policy report which includes an initial assessment of additional energy resources and resource building rates needed to achieve 100 percent clean electricity. The first report was issued in 2021, and subsequent reports will be released every four years.[19]

Senate Bill 1477 (2018): The Clean Homes to Californians bill requires the CPUC to allocate $50 million per year from cap-and-trade revenue until 2023 to support the Building Initiative for Low-Emissions Development (BUILD) and the Technology and Equipment for Clean Heating (TECH) pilot programs.[20]

3.2 Regional Programs, Plans, and Studies

The San Francisco Bay Area has always been proactive in addressing climate change. The Bay Area Air District (BAAD), the regional authority for setting rules and planning around air quality in the Bay Area, routinely sets regulations to improve air quality and reduce GHG emissions. Below are some of the agency's recent actions focused on reducing GHG emissions.

Clean Air Plan (2017): BAAD developed the Clean Air Plan as a regional strategy to protect public health and address climate change. The plan defines a vision for transitioning the region to a post-carbon economy so that the region can meet identified GHG reduction targets for 2030 and 2050. Specific to all-electric buildings, the plan addresses ways to accelerate low carbon buildings, eliminate methane leaks, increase building energy efficiency, and convert space and water heating in buildings to all-electric.[21]

[18] www.leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201720180AB3232
[19] www.energy.ca.gov/sb100
[20] www.nrdc.org/bio/merrian-borgeson/governor-signs-sb-1477-delivers-clean-homes-californians
[21] www.baaqmd.gov/~/media/files/planning-and-research/plans/2017-clean-air-plan/attachment-a_-proposed-final-cap-vol-1-pdf.pdf

BAAD Rules 9-4 and 9-6 Amendments (March 2023): BAAD adopted amendments to appliance rules 9-4 and 9-6 which govern nitrogen oxide (NOx) emissions from fan type residential central furnaces and gas-fired boilers and water heaters. The 9-4 rule changes aim to lower the NOx emission limits in central furnaces in the short term and expand applicability of the rule to include non-residential settings. The rule bans the purchase of NOx emitting water heaters (i.e. gas water heaters) in the BAAD territory for residential buildings or standard commercial and industrial spaces starting in 2027. The ruling also bans the purchase of NOx emitting furnaces (i.e. gas burning furnaces) starting in 2029 with a ban on the purchase of NOx emitting larger commercial water heaters beginning 2031.[22]

3.3 California Jurisdictions with Adopted All-Electric Building Plans

While state and regional policies help support transitioning existing buildings to be all-electric, local government policy actions also have a key role in shaping future State and regional policy. This includes the adoption of local codes that either encourage or require buildings to become all-electric as well as other actions, such as the adoption of a local plan or initiative to reduce GHG emissions from existing buildings. Provided below are some of the jurisdictions in California that have already adopted these types of plans or policies that support this effort.

Alameda: The City of Alameda adopted an Equitable Building Decarbonization Plan in January 2023. The plan presents a phased approach to shifting existing buildings from gas to all-electric in alignment with the City's climate, equity, and housing efforts.[23]

Berkeley: The City of Berkeley adopted an Existing Building Electrification Strategy in November 2021. This plan lays out research and recommendations to transition gas appliances in existing buildings to all-electric alternatives to benefit all residents, especially members of historically marginalized communities.[24]

[22] www.baaqmd.gov/rules-and-compliance/rule-development/building-appliances
[23] www.alamedaca.gov/files/assets/public/city-manager/documents/building-electrification/building-decarb-plan_jan-2023_final.pdf
[24] www.berkeleyca.gov/your-government/our-work/adopted-plans/berkeley-existing-buildings-electrification-strategy

Half Moon Bay: In February 2022, the City of Half Moon Bay adopted an ordinance requiring all gas lines to be capped or decommissioned in existing buildings by 2045.[25]

Piedmont: In October 2021, the Piedmont City Council adopted a Reach Code Ordinance that requires electrical panel replacement to include sufficient capacity to allow for the transition to all-electric appliances.[26]

San Jose: The City of San Jose launched the Electrify San Jose: Framework for Existing Building Electrification in May 2022. The plan includes strategies to encourage and expand awareness of and access to existing incentive programs for homes and businesses to become all-electric.[27]

San Mateo: In November 2022, the City of San Mateo adopted a Reach Code Ordinance that includes a variety of requirements related to increased electric panel capacity to prepare for future electrification, the installation of electric-readiness outlets in kitchen and laundry renovations, the installation of heat pump air conditioning and water heaters, and the prohibition of new gas infrastructure for outdoor equipment.[28]

Santa Monica: The City of Santa Monica released a high-level Existing Building Electrification Roadmap in February 2023. The plan includes a building stock inventory, an analysis of the associated costs, and it outlines policy options to convert existing buildings to all-electric with a focus on equity.[29]

[25] www.half-moon-bay.ca.us/761/Building-Electrification
[26] www.piedmont.ca.gov/services___departments/planning___building/about_building_/reach_code_information
[27] www.sanjoseca.gov/home/showpublisheddocument/90625/638017000335100000
[28] www.cityofsanmateo.org/3363/Reach-Codes
[29] www.santamonica.gov/press/2023/02/27/city-of-santa-monica-releases-existing-building-electrification-roadmap

3.4 Contra Costa County Programs and Plans

The actions taken by the County to reduce GHG emissions started in 2005 with the Contra Costa County Climate Protection Report, which presented the County's first GHG emissions inventory. In 2015, the County adopted its first CAP, laying the groundwork for future and ongoing efforts to reduce GHG emissions in the unincorporated County. The County's current CAAP includes additional strategies to retrofit existing buildings and facilities to reduce energy use for conversion to low-carbon or carbon-neutral fuels. Below are County specific policies, programs, and plans that support this effort.

Building Ordinance Reach Codes: In January 2022, the County BOS approved an All-Electric Buildings Ordinance (Ordinance No. 2022-02), also known as a reach code, because it requires more stringent standards than that of the state, requiring all new construction of residential, office, retail, and hotels to be all-electric. On February 27, 2024, the County BOS suspended its All-Electric Buildings Ordinance because of a decision on January 2, 2024, by the U.S. Court of Appeals 9th Circuit that invalidated the City of Berkeley ordinance that prohibited gas infrastructure in new buildings. The court held that the federal Energy Policy and Conservation Act ("EPCA"), a federal statute that regulates the energy efficiency of several consumer products including water heaters, furnaces, stoves, and heating, ventilation, and air conditioning (HVAC) systems, precludes cities and counties from adopting ordinances that prohibit the installation of gas plumbing in buildings.[30] To ensure the County could meet its CAAP goals, on October 1, 2024, the County BOS adopted Ordinance 2024-17 which amends the County's energy code to require higher energy efficiency for new residential and commercial construction.

Contra Costa County Asthma Initiative (2019 – 2023): The Asthma Initiative was developed through a technical assistance grant provided by Green and Health Homes Initiative (GHHI), in coordination with Contra Costa Health Services (CCHS), the County Weatherization Program, The Association for Energy Affordability (AEA), BayREN, and MCE (the County's community choice energy provider) to develop a business plan to implement a comprehensive home-based asthma program. After completion of the business plan in late 2019, CCHS was awarded grant funding from the Sierra Health Foundation (on behalf of the State's Health Division) and BAAD to implement and administer the Contra Costa Asthma Initiative. Program services include an assessment of the home to identify the primary asthma triggers and establish a remediation scope, including asthma trigger remediation, and energy efficiency and weatherization services to lower utility bill costs and improve comfort in the home. Program grant funding for this project ended in 2023., The County is

[30] https://www.contracosta.ca.gov/8536/All--Electric-Buildings

exploring how to implement a similar program on a long-term basis through the County's Health Plan or other funding sources.[31]

Contra Costa County Weatherization Program: The County weatherization program is a federal and state funded program designed to assist low and/or fixed income homeowners and renters in making their homes more energy efficient. The program provides a home evaluation and overview of potential energy efficiency measures needed, as well as gas appliance testing, at no cost to determine whether the test appliances are operating properly and safely. Core energy efficiency measures offered by the program include building envelope improvements and monitoring equipment such as programmable thermostats and carbon monoxide detectors. Gas appliances in the home that fail inspection are either repaired or replaced, potentially with an electric replacement.[32]

PeakFLEX Demand Response Program: In 2022, the Board approved participation in MCE's PeakFLEX Demand Response program for County facilities. The program incentivizes building-level electric load shifting and shedding during critical times of peak energy demand in California. The County successfully implemented a Demand Response strategy the Summer of 2022, when the California Independent System Operation called 9 consecutive "Flex Alert" days. By participating in the program, the County reduced electric usage across 20 office facilities by adjusting each building's operating hours, which in turn provided critical relief to California's burdened electric grid. The County received a program incentive of $15,000 on top of an estimated $3,000 utility bill cost reduction. The County will continue to participate in the program and increase the number of Demand Response tactics employed.

Strategic Energy Management Program: In 2022, the BOS approved participation in MCE's Strategic Energy Management program. The program incentivizes any measured or modeled energy savings resulting from County actions taken to reduce energy use in County buildings. The County Public Works Department is working with program implementers and County consultants, to draft a comprehensive Strategic Energy Management (SEM) program to govern, manage, report, and evaluate energy use from County operations. County SEM program strategies will reflect all Board-approved energy-related plans and initiatives through proactive management and continuous improvement.

Strategic Energy Management Plan: In January 2025, the BOS adopted the 2025-2035 Strategic Energy Management Plan for the County. This plan serves to direct and organize the County's energy investments to be aligned with the newly adopted

[31] www.greenandhealthyhomes.org/publication/contra-costa-asthma-initiative/
[32] www.contracosta.ca.gov/4336/Weatherization

Envision 2040 General Plan, CAAP, and other County plans, track performance related to energy investment at County facilities and promote stakeholder engagement both internally and externally.

Local Energy Efficiency Pilot/Rebate or Grant Programs: The County routinely obtains outside funding from other agencies or grants to implement various small scale energy efficiency programs throughout the County. Below is a list of the current programs being offered/administered by the County:

- *Energy Efficiency Conservation Block Grant:* Federal Department of Energy grant that allocates approximately $200,000 to provide one-time funding for energy efficiency and all-electric building upgrades for home-based childcare facilities in impacted communities in unincorporated County.
- *Pinole Energy Enhancement Rebate Program*
- *Bay Point / Pittsburg Energy Enhancement Pilot Program*

4.0 Building Inventory Analysis



A comprehensive building inventory analysis is needed to enable the County to identify the specific building types that are less complex and costly to transition to all-electric and better understand the barriers to a cost-effective transition for all-electric buildings in the County.

The initial building inventory analysis conducted in this report focuses on residential buildings, which comprise a majority of building use types in unincorporated Contra Costa County. The analysis includes the number of residential structures, residential building vintages, and square footage of these buildings. Maps were also created to highlight the existing makeup of home building types in the County's most impacted communities, referred to by the State as "disadvantaged communities" (DACs), as defined by Senate Bill (SB) 535. The specific impacted community maps can be found in Appendix A. Below is a summary analysis of the existing residential building landscape in unincorporated County.

For unincorporated Contra Costa County, there are approximately 51,715 residential structures, with over 90 percent identified as single-family homes. The remaining residences, which include smaller multifamily housing like duplexes, triplexes, and quadplexes alongside the typical 5+ unit multi-family buildings, account for less than 10 percent of the remaining housing stock. A detailed summary of this is provided in Table 4-1 on Page 22.

Table 4-1 Residential Building Types

Building Typologies	Total Buildings	Percentage of Buildings
Single-family Homes	47,970	93%
Small Multi-family (Duplex, Triplex, and Quadplex)	916	2%
5+ Multi-family, up to 3 floors	2,829	5%
Total Residential	51,715	100%

Figures 4-1, 4-2, and 4-3 below divide the age of homes built in unincorporated Contra Costa County into the following four categories: (1) pre-1978, (2) 1978-1991, (3) 1992-2010, and (4) 2011-present. These building age ranges were selected because they are often used in evaluating cost-effectiveness for existing energy efficiency programs operating throughout the State.

Figure 4-1

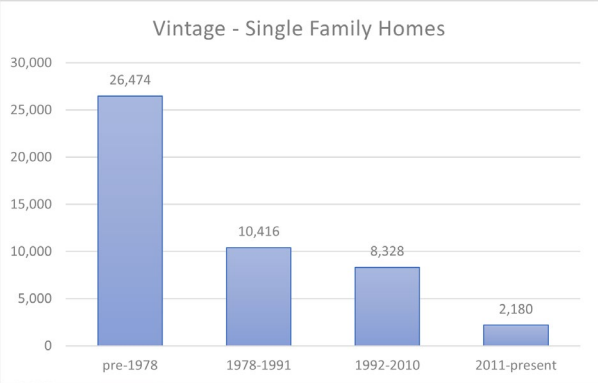
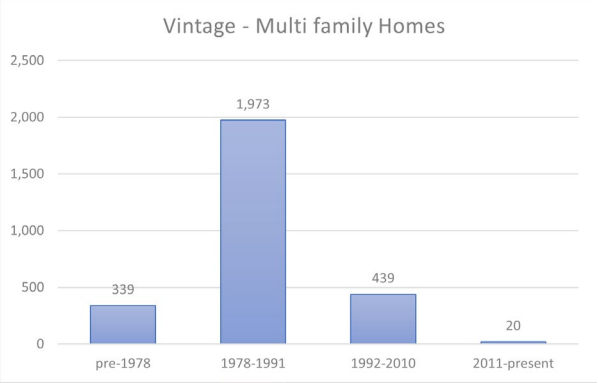


Figure 4-2



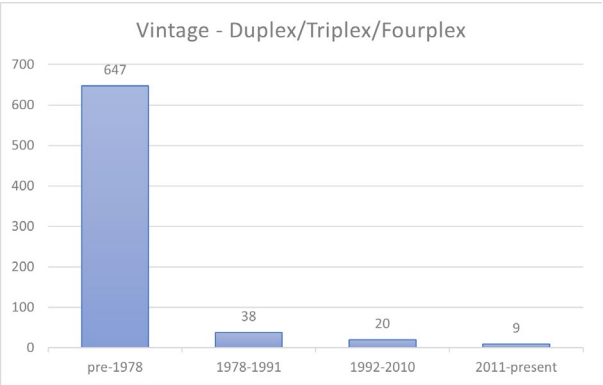


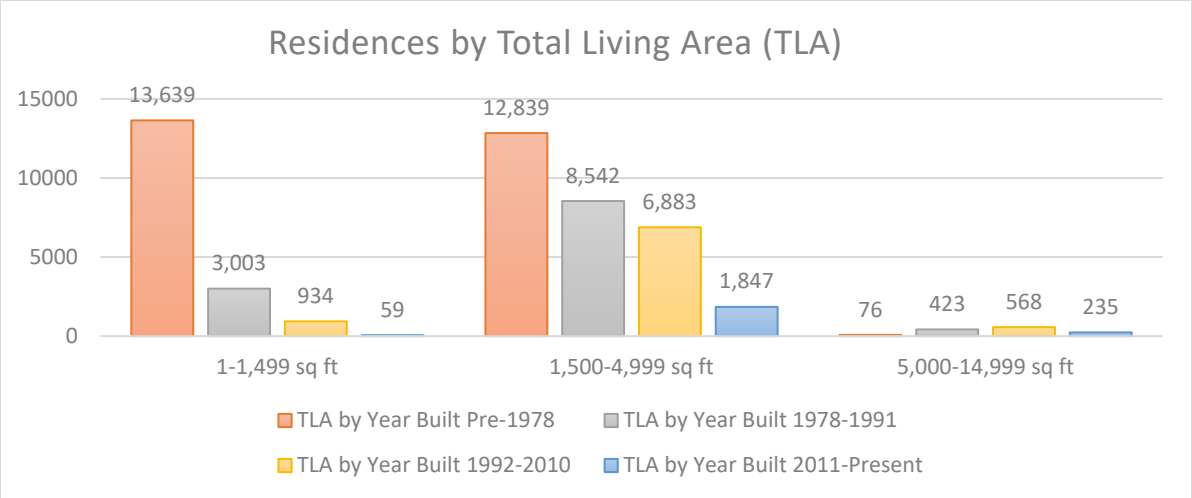
Figure 4-3

The year homes were built varies depending on housing type. For single-family homes, 56 percent were constructed prior to 1978, 22 percent between 1978-1991, 18 percent between 1992-2010, and only 5 percent in 2011 or later. Like single-family homes, the majority of duplexes, triplex, and quadplexes in the unincorporated County were

constructed before 1978, accounting for 91 percent of all structures in this housing category. Of the multi-family housing in the unincorporated County, only 12 percent was built before 1978, with most of the multifamily housing, 71 percent, being built between 1978-1991. Multi-family homes built between 1992-2010 account for roughly 6 percent and homes built after 2010 account for less than 1 percent.

Another criterion used in this preliminary building inventory is the home's square footage, or total living area (TLA). Figure 4-4 below shows the breakdown of single-family homes by the TLA as well as when the homes were built and how many were constructed. For homes that were built prior to 1978, 52 percent are 1,500 sq ft or less and 48 percent are between 1,500 sq ft and 4,999 sq ft. Homes built post-1978 generally fall in the 1,500 – 4,999 sq ft category with homes of this size built between 1978-1991 at 71 percent, homes built between 1992-2010 representing 82 percent, and homes built after 2011 representing 86 percent.

Figure 4-4



The year, size, and type of homes built are all important factors in determining an approach to what types of homes should be targeted first for conversion to all-electric. These factors help with understanding what the building requirements are based on the age of the home, the expected electrical panel size and needs for upgrading if the home were to be made all-electric, as well as other barriers for certain building ages that may make it difficult for specific home configurations to make an all-electric transition. Additional analysis is needed to determine what building configurations are best suited for a cost-effective all-electric retrofit. A more detailed building inventory will also need to be conducted for other building types (i.e., commercial, and industrial buildings). This is especially important for specific impacted communities, such as North Richmond, Bay Point, Pacheco, Rodeo, and Vine Hill.

5.0 Cost Analysis

A key component in determining the feasibility of transitioning existing buildings to all-electric is cost. There are various factors that impact cost, such as the cost of the new equipment, operational costs, and other unique factors.



Since the mid-1900s, domestic appliances have been commonplace in homes. These appliances include water heaters, gas furnaces, clothes washers, clothes dryers, and cooking stoves. Historically, both gas and electricity have been used as a fuel source for home appliances with some appliances, such as a gas furnace, requiring both to operate. However, in recent years, more options for all-electric appliances have become available. To adequately prepare for this transition, an in-depth cost analysis specific to the County's geographic region is needed. This will inform the County on what resources may be needed or could be provided to better support a cost-effective all-electric transition that retrofits existing buildings and facilities to reduce energy use for conversion to low-carbon or carbon-neutral fuels. Specific information is needed on the cost differences between new gas and new electric appliances, the motivation of homeowners to stay with gas appliances or embrace all-electric appliances, and how incentive programs influence the cost of this transition.



Capital cost and operating costs of appliances also impact the overall cost of transitioning existing buildings to all-electric. Operating costs are influenced by utility rates, the efficiency of the appliance(s), heating and cooling loads, and resident behavior. Conducting a comparative analysis on the utility rates for gas versus electricity (including time-of-use rate programs) and the efficiency of the appliances would allow a better understanding of the benefits of all-electric buildings. Insufficient building insulation and inefficient appliances can also make it more costly to operate due to the space not retaining the desired temperature as well as resulting in more frequent heating and cooling appliance use.

Capital cost considerations that are specific to transitioning a building to be all-electric are the home's wiring configuration, the capacity of the electrical panel, and the addition of solar panels and battery storage. Though not all homes will require an upgraded electrical panel and wiring, most will likely need to be replaced because most single-family homes in the unincorporated areas of the County were constructed prior to 1978, when the building code was first adopted. The cost of needing a panel upgrade is expected to be a substantial barrier for transitioning buildings to be all-electric. Solar panels and battery storage present a different challenge because these additions are not required for a home to transition to all-electric. However, when paired with all-electric appliances, solar panels and battery storage result in higher energy cost savings. Like electrical panel and wiring upgrades, there are few incentives for solar and most of the available incentives are financing programs, which are less accessible to residents of impacted communities.

It will also be important to understand whether and how locally generated clean energy with battery storage, such as rooftop solar or community scale solar, could benefit County residents and businesses, both in terms of reducing air pollution and stabilizing energy costs.

To better understand how all these variables impact the cost of transitioning a home to be all-electric, a comprehensive study will need to be conducted. A cost study will also be needed for other types of buildings, such as commercial and industrial.

6.0 Funding and Financing Opportunities

Funding and financing opportunities will need to be leveraged to assist property owners with the cost of upgrading gas equipment to all-electric equipment. Understanding what funding opportunities are available to property owners, the incomes to which they are applicable, and the type of buildings that qualify are important considerations to determine where gaps in resources exist and where additional funding or resources need to be prioritized.

Below is an overview of the current rebate opportunities, tax credits, and financing mechanisms available for property owners located in unincorporated Contra Costa County that support or assist with converting buildings to be all-electric. Using these existing resources will be very important to determine where resources should be prioritized to meet the County's all-electric building(s) goals. The County may also determine if it wishes to develop its own financing program to assist its residents.

6.1 Rebate Opportunities

There are numerous rebate programs available that will reduce the cost of transitioning existing buildings to all-electric. These programs come from both the State and regional level and apply to a variety of appliance upgrades and energy efficient retrofits. This section includes an overview of the programs that are currently available.

Bay Area Regional Energy Network (BayREN)

BayREN is a network of local governments consisting of the nine Bay Area counties that work in collaboration to promote energy and water efficiency with the goal of reducing greenhouse gas emissions. BayREN is funded by utility ratepayer funds through the CPUC and led by the Association of Bay Area Governments (ABAG).

BayREN programs[33] provide the Bay Area with rebates, funding, technical assistance, education and more. BayREN manages 10 programs spanning four sectors: residential, cross-cutting, commercial and public sector.

TECH

The TECH Clean California[34] initiative works to accelerate the adoption of clean space and water heating technology across California homes in order to help California meet its goal of being carbon-neutral by 2045. TECH operates statewide and offers incentives for HVAC systems and can be layered with other incentive programs such as BayREN.

Self-Generation Incentive Program (SGIP)

The SGIP program[35] provides incentives for customer-side battery storage installation serving residential, small businesses, non-profit organizations, government agencies and educational institutions. The program is regulated by the CPUC and administered by the IOUs in California as well as the Center for Sustainable Energy (CSE), a non-profit organization. Since its creation in 2001, the program has evolved to include provisions that target low-income customers and disadvantaged communities as well as communities with an elevated risk of PSPS events due to wildfires. In April 2022, the program was expanded further to include incentives for heat pump water heater (HPWH) installations with half of the $40 million allocated to be reserved for low-income utility customers.[36]

[33] www.bayren.org/how-we-work/our-programs
[34] https://techcleanca.com/
[35] www.cpuc.ca.gov/industries-and-topics/electrical-energy/demand-side-management/self-generation-incentive-program
[36] https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/demand-side-management/self-generation-incentive-program

MCE



MCE became California's first CCA in 2010, procuring and providing electricity produced by renewable sources for the County of Marin and its jurisdictions. Since then, MCE has expanded to Napa County, parts of Sonoma County, and most of Contra Costa County, including 15 of the County's 19 jurisdictions as well as the unincorporated County[37]. In total, MCE provides service to over 540,000 customers with Contra Costa County accounting for the largest portion. In addition to serving as a clean energy provider, MCE offers a suite of customer programs to incentivize local renewable energy development, grow the energy economy, and support energy equity across its communities. The incentives offered through MCE include energy efficiency and electrification retrofits for residential and commercial properties, electric vehicles and charging, as well as workforce development programs.

MCE provides a wide range of resources [38]for residential, commercial and industrial buildings, as well as supporting workforce development and other offerings related to the clean energy industry.

Pacific Gas and Electric (PG&E)

PG&E is the investor-owned utility that provides gas and electricity to the San Francisco Bay Area as well as a large portion of northern and central California. PG&E also provides various energy efficiency programs and resources. Below is a list with web links on information on the PG&E energy efficiency program offerings:



Energy Savings Assistance (ESA) Program[39]*:* Free energy efficiency upgrades and appliance replacement for low-income homeowners and renters living in a home that is at least 5 years old.

[37] The City of Hercules has been approved for membership in MCE. The enrollment of Hercules is expected to occur in spring 2025, after completion of regulatory approvals by the California Public Utilities Commission.
[38] www.mcecleanenergy.org/explore-programs-and-offers/
[39] www.pge.com/en/save-energy-and-money/energy-saving-programs.html

Generator and Battery Rebate Program[40]*:* In response to the increasing frequency of PSPS events, PG&E has started offering a $300 rebate for the purchase of a qualifying product (battery or generator) to prepare for power outages. An additional $200 rebate is included if the customer participates in PG&E's California Alternate Rates for Energy (CARE) or Family Electric Rate Assistance (FERA) utility bill assistance programs.

Portable Battery Program[41]*:* In response to the increasing frequency of PSPS events, PG&E provides backup batteries for customers who rely on medical devices.

California Golden State Rebate Program[42]*:* The ratepayer-funded California Golden State Rebate program is authorized by the CPUC and supported by the major IOUs in California, including PG&E. The program offers rebates (via coupons) for HPWH and room air conditioner installations.



[40] www.pge.com/en/outages-and-safety/outage-preparedness-and-support/general-outage-resources/generator-and-battery-rebate-program.html
[41] www.pge.com/en/account/billing-and-assistance/financial-assistance/portable-battery-program.html
[42] https://goldenstaterebates.com/

6.2 Inflation Reduction Act Rebates and Tax Credits[43]

The United States Government passed the Inflation Reduction Act in 2022 to curb inflation and as one of the strategies, the legislation promotes clean energy through rebates for energy efficiency retrofits as well as solar and EV charger installation. However, the Federal government recently changed its priorities and intends to cancel many or all of the rebates and tax credits listed in the table below for both single-family and multi-family homeowners.

Measure	Rebate	Tax Credit
HP HVAC	up to $8,000	30% of cost up to $2,000
HPWH	up to $1,750	30% of cost up to $2,000
HP Clothes Dryer	up to $840	N/A
Electric Stove	up to $840	N/A
Building Weatherization	up to $1,600	30% of cost up to $1,200
Electrical Panel Upgrade	up to $4,000	30% of cost up to $600
Electrical Wiring	up to $2,500	N/A
Home Energy Audit	N/A	30% of cost up to $150
Battery Storage (2022-2023)	N/A	30% of total cost
Solar Energy Systems (2022-2023)	N/A	30% of total cost

6.3 Financing Options

For many property owners, particularly those located in Impacted Communities, it will be a substantial financial burden to make any energy efficiency or all-electric building retrofits. A transition to all-electric in all existing buildings will need to leverage existing financing options as well as come up with other, more creative financing options. Beyond the traditional lending options (i.e., home equity loan or personal loan), below

[43] https://homes.rewiringamerica.org/calculator

are additional financing options available for property owners and businesses to transition their gas appliances to all-electric.

Tariff On-Bill Financing (TOBF)[44]: TOBF, or Inclusive financing, allows utilities to finance clean energy upgrades for low- and middle-income households without dealing with credit or income level issues. TOBF is similar to traditional on-bill financing except it does not require the loan recipient to be approved by the utility or a third-party financier for the loan. This enables utilities to provide capital for all-electric upgrades and then recover their cost through a tariff added to the customer's utility bill. The tariff charge is tied to the service address as well as the upgrade made.

On-Bill Financing (Traditional)[45]: On-bill financing of retrofits enables non-residential customers to obtain loans from their utility provider to fund the upfront costs of all-electric and weatherization projects. The customer pays the loan back using cost savings that result from the project. Once the loan is repaid, subsequent savings go directly to the customer. PG&E offers on-bill financing with loans ranging between $5,000 and $4,000,000 through its interest free loan program. PG&E also offers loans smaller than $5,000 through the GoGreen Business Financing Program.[46]

GoGreen Home Energy Financing (GoGreen Home)[47]: The GoGreen Home program, formerly known as the Residential Energy Efficiency Loan (REEL) program, is a statewide loan program that provides incentives for homeowners to make home energy efficiency improvements by offering a credit enhancement to mitigate the risk of default. These credit enhancements essentially improve the credit risk of a borrower which in turn improves the terms for repaying the debt. This allows participating lenders to offer lower rates, higher loan amounts, longer payback periods, and a broader base of borrowers. The program is available to single-family homes, condos, townhomes, manufactured homes and duplexes, triplexes, and fourplexes. In early 2022, the Go Green Home program partnered with the TECH initiative to expand the equipment and associated costs that are eligible for credit enhancements through GoGreen Homes based on fuel source. This partnership results in a streamlined pathway to all-electric homes for California residents.

GoGreen Multifamily Energy Financing (GoGreen Multifamily)[48]: The GoGreen Multifamily program provides financing options to eligible multifamily property owners for energy efficiency upgrades. Financing types include leasing, equipment financing

[44] www.aceee.org/toolkit/2017/02/bill-energy-efficiency
[45] https://www.pge.com/en/save-energy-and-money/energy-saving-programs/energy-efficiency-programs-for-businesses/energy-efficiency-financing.html
[46] www.gogreenfinancing.com/smallbusiness
[47] www.gogreenfinancing.com/residential
[48] www.gogreenfinancing.com/multifamily

agreements, and energy service agreements for existing properties. Eligibility is contingent on the property having five or more units with at least 50 percent of the units categorized as income restricted, the property must have a minimum of five years remaining on the affordability covenant when qualified, and the property must receive a gas or electricity bill from PG&E, or another participating utility.

Property Assessed Clean Energy (PACE)[49]: PACE programs are financing mechanisms designed for residential and commercial properties to fund energy efficiency, electrification, and renewable energy improvements. This includes, but is not limited to, replacement and/or installation of HVAC system, solar panels, EV charging, battery storage, as well as projects that improve seismic and wildfire resiliency. PACE is unique from other financing mechanisms in that a PACE loan is tied to the property rather than the individual. This means that when a home is purchased with an active PACE loan tied to it, the new property owner is responsible for the loan payments. Contra Costa County has approved four PACE financing providers to work with property owners in unincorporated areas of the County.

Refundable Transfer Tax: A refundable transfer tax for converting to all-electric is a financing mechanism that levies a refundable tax (typically run through a local government incentive program) on the sale of a home for which the home buyer can then be reimbursed upon the completion of a partial or full transition to all-electric. Should the buyer decide not to make any upgrades that bring it closer to or fully transition the home to all-electric, the home buyer will forfeit the tax refund.

Restructuring Permit Fees: The County collects permit fees for new construction, additions, alterations, remodels, for any conversion or replacement of an electrical or gas system, and more. An option would be to reduce the permit fees associated with retrofits that improve energy efficiency and/or result in the replacement of a gas appliance with an electric equivalent.

6.4 Existing Funding Models to Explore

Richmond Community Foundation (RCF) Model[50]: In partnership with the City of Richmond, the Richmond Community Foundation has developed a solution for addressing blighted properties and barriers to home ownership through social impact bonds from private capital to fund the rehabilitation of abandoned properties. These properties are then advertised and sold to first time home buyers. Though this model doesn't directly address all-electric building retrofits, it does provide a potential

[49] https://www.aceee.org/toolkit/2017/01/property-assessed-clean-energy-pace
[50] https://rcfconnects.org/richmond-housing-renovation-program/

framework for other jurisdictions to adopt and modify so that the homes that are rehabilitated are outfitted to be all-electric. Identifying the potential impact of a program of this nature will require an analysis to determine the frequency of property types this program reaches in unincorporated Contra Costa County. This includes properties that are abandoned or extremely dilapidated, properties that have unaddressed code violations or significant tax delinquencies, and properties that have defaulted on the mortgage.

RCF has partnered with MCE to enroll these homes in MCE's Virtual Power Plant program, enabling these newly renovated and all-electric homes to bolster grid resilience as demand continues to rise.

Exploring the feasibility of implementing this financing model or others that are similar will be important in supporting the County's all-electric building(s) goals.

7.0 Centering Equity

Impacted communities exist throughout the County, however, the majority of the impacted communities are concentrated along the Northern Waterfront and in East and West County. In many cases, these communities consist of minority groups that have been historically marginalized including Black, Latino/a/x, Asian, and Indigenous and Communities of Color (BIPOC). Additionally, and oftentimes concurrently, the residents living in these communities have limited income, live with a disability, are non-English speaking, elderly, or part of the LGBTQ community.

To make our existing buildings be all-electric in unincorporated Contra Costa County we will need to consider equity. Transitioning buildings to all-electric in these communities presents an invaluable opportunity to improve on the inequities around housing that persist in the County today. To address equity in this Roadmap we we will use the Greenlining Institute's definition of equity, which states that equity is "increasing access to power, redistributing and providing additional resources, and eliminating barriers to opportunitity, in order to empower low-income communities of color to thrive and reach full potential". This means that those living in impacted communities should have an equal opportunity to experience the benefits of transitioning to all-electric such as health, comfort, improved resilience, and economic benefits.

Communities in the County have varying needs and backgrounds and it will be important to develop strategies and policies that are targeted for these varying needs. We must determine how to integrate policies that prevent resident displacement, particularly when

home improvments are made. This approach will consider the concept of Targeted Universalism in the strategy and policy planning around this transition. Targeted Universalism, as outlined in the Haas Institute *Primer on Targeted Universalism*[51], seeks to establish a general policy goal while also identifying strategies to specifically address impacted communities. This serves to ensure that both impacted communities and the greater population stand to benefit from the established policy.

The Greenlining Institute's Equitable Building Electrification Framework[52] outlined below, serves as a framework to be used to engage the community on the County's all-electric buildings approach. The Greenlining framework consists of five steps that are outlined to serve as a guide for jurisdictions, such as the County, to ensure that community engagement is equitable and supports the overall goal.

The Greenlining Framework

1. **Step 1: Assess the Communities' Needs.**
   This should include understanding the barriers preventing community members from transitioning their homes to all-electric as well as the residents' knowledge around building electrification.

2. **Step 2: Establish Community-Led Decision-Making.**
   Input and engagement from the community serves to strengthen the overall program design quality by ensuring local buy-in and investment, and deliver tangible local benefits rooted in the lived experiences of everyday people. Partner with community-based organizations to develop a decision-making process that ensures that decisions are based on community needs and priorities.

3. **Step 3: Develop Metrics and a Plan for Tracking.**
   Metrics should include both clean energy benefits like greenhouse gas reductions and community benefits such as local hires and residents' ability to pay their energy bills without sacrificing other essential expenses.

4. **Step 4: Ensure Funding and Program Leveraging.**
   Current low-income energy programs often fail to deliver maximum benefits to all qualifying households due to short and unpredictable funding cycles, poor program design that inadequately reaches qualifying customers, or lack of coordination and integration with complementary programs.

[51] https://belonging.berkeley.edu/targeted-universalism
[52] www.greenlining.org/publications/equitable-building-electrification-a-framework-for-powering-resilient-communities/

5. **Step 5: Improve Outcomes.**
   Using the tracking and metrics plan described above, ensure that there is a continuous feedback loop to improve current and future programs' reach and impact in Environmental and Social Justice Communities. Consider adjustments to ensure the program reaches the people it seeks to reach and delivers the intended benefits.

7.1 Community Engagement Approach

Using the Greenlining Framework as a guide, the County should develop a strategy for working with communities that build trust with all stakeholders who may be involved in an all-electric transition. Community engagement efforts should be transparent and place emphasis on co-creation throughout the process.

Preparing for Community Engagement

Understanding Community Level Data: Prior to working with the community, staff will review information and lessons learned from recent development of the 2045 Contra Costa General Plan to better understand the composition and geographic distribution of all communities. This will include data on socio-economic demographics as well as burdens faced by communities such as air quality, climate resilience, and energy costs.

Determine Key Issues: Through activities such as literature review and policy analysis, a building inventory assessment, meeting with technical experts and community members, and consultation of the specific community profiles developed in the County's Envision 2040 General Plan, the County can build its understanding of the most pressing issues communities face as they work to make the existing building stock all-electric.

Establish Relationships with Community-Based Organizations (CBOs): The role of CBOs in engaging the community cannot be understated. CBOs will provide an invaluable perspective about the communities with which they work. CBOs can help convey the financial and economic needs, the social and human assets, and the values of the community, providing an understanding of the power dynamics within the community.

Consider Establishing a Steering Committee: A steering committee or working group composed of members who understand the function and capabilities of the community engagement process can help ensure the process continuously leads to positive outcomes.

Work With Community Stakeholders Prior to Engagement Process: It is important that the all-electric building strategy is developed in collaboration with the community to

develop strategy. This requires working with stakeholders to establish a mutual understanding and metrics for assessing goals and potential strategies and establishing recommendations. Community engagement should prioritize working with community leaders to define as many relevant community partners and stakeholders as possible to ensure that all community groups, especially impacted groups, have a voice in planning the strategy.

Proposed Community Engagement Process

Engage the Community through Community-Based Organizations (CBOs)**:** The initial stages of community engagement will focus on educating the public on the County plans around all-electric buildings for existing buildings. This would include an overview of the benefits of having buildings be all-electric. CBOs would serve as a bridge between local government and community groups and members who are best positioned to provide input, feedback, or assist with the initial outreach efforts in coordination with the County. CBOs can set up meetings with community leaders and other groups, especially those representing impacted communities, to build trust. Because the County will be requesting feedback from community members, providing compensation for their time through use of stipends is critical to the success of the effort. County staff should work to identify funding mechanisms to cover this cost, either through grant or County funding.

These meetings can also serve as a place for feedback on the County's goal to reduce greenhouse gas emissions from existing buildings as well as provide direction on how to reach the broader community at-large. Department of Conservation and Development staff will work to explore partnerships with all other County departments in developing the outreach strategy, such as the Office of Racial Equity and Social Justice, the County Health Department, and the Employment and Human Services Department.

As the CBOs work with the County on initial outreach to communities, the County will connect with other stakeholders. These should include, and are not limited to, unions such as the Electrical Workers Union (IBEW Local 302) and the Plumbers and Steamfitters Union (Local 159), environmental organizations like 350 Contra Costa, the East Contra Costa Community Alliance, Rising Juntos, and Rising Sun, community colleges, faith organizations, and other similar groups.

Acknowledge and Understand Community Feedback: As communities become informed about the benefits of all-electric buildings and trust is established between the communities and the County, feedback will be gathered from the community on the opinions and concerns related to this transition. In addition to receiving community

feedback, the County will explore other options for this type of transition, including alternative pathways for making buildings all-electric.

To help bolster widespread community comprehension and increase community participation, the County will look at ways to host educational workshops and use focus groups to help inform community members on all-electric technology, available incentives, and the health and safety benefits of having buildings be all-electric.

County and Community Co-Create Draft Strategy: A co-created draft strategy should be developed for strategically engaging with specific community groups on the barriers and other considerations that need to be contemplated in working to transition buildings in their community to be all-electric.

7.2 Workforce Development

Transitioning our buildings to be all-electric in the County is an opportunity to increase the number of high-quality jobs that pay a living wage. Making buildings all-electric will require one or more specialized tasks such as building weatherization, replacement of appliances, electrical panel and wiring upgrades, energy efficiency upgrades, and/or battery backup and solar photovoltaic (PV) power. This transition can lead to the creation of more high-quality job opportunities which will in turn necessitate a trained workforce. It will also require a focus on maintaining the existing contractor pool by continuing to provide resources and training through programs like BayREN.

To address the eventual need for more trained contractors, coordination will be needed with the Workforce Development Board of Contra Costa County (WDBCCC) and the Contra Costa County Department of Conservation and Development's Economic Development team on outreach to local trade schools, leveraging existing relationships with community colleges that provide information on pathways to becoming trained to work on transitioning buildings to be all-electric. Coordinating this effort should also be integrated into the Economic Development team's work around the County's Just Transition to an economy that is less reliant on fossil fuels.

8.0 Facilitating an Equitable Transition

Moving to all-electric buildings includes a number of issues that must be resolved if the transition is going to be equitable for all County residents. Those issues are described below.

Electrical Panel Capacity and Wiring: Electrical panel capacity can be a significant barrier to cost-effective all-electric buildings. Existing residences in unincorporated areas vary widely by vintage and oftentimes lack sufficient capacity to accommodate newer all-electric appliances. Homes of average size built in the 1980s are typically equipped with 200-amp service, the minimum service level currently required for new home construction. Whereas homes built prior to the 1980s may be outfitted with any number of panel sizes, such as 100-amp or 60-amp service, depending on the year the home was built or if the home has had any significant upgrades. As shown in this report, the housing stock in the unincorporated county, which consists of 93 percent single-family homes, most of which were built prior to 1978. This indicates that over half of the existing single-family homes could require panel upgrades.



Wiring is also a factor that presents a challenge for transitioning buildings to be all-electric. When designing electrical systems for homes, 240-V outlets are often only located where they'll be needed; historically limited to clothes dryers and in some cases for electric stoves. This has resulted in the majority of homes being insufficiently equipped to successfully transition homes to be all-electric. For this transition, many homes will need to have rewiring work completed to accommodate the newer appliances that require 240-V outlets. This will increase the cost burden. As the County explores pathways for a cost-effective all-electric building(s) transition, high priority must be given to mitigate the challenges around electrical panel and wiring upgrades.

The cost of an electric panel upgrade and associated rewiring may be the most significant barrier to making homes all-electric in the County. Determining how best to upgrade an electric panel that minimizes the impact on the overall electric grid capacity needs to be considered in evaluating the best approach to transitioning buildings to be all-electric. Strategies for load shifting also need to be considered, such as on-site solar and battery

storage, so energy be stored and used during peak energy demands to help reduce the impact on the overall grid and mitigate the need for panel upgrades.

On-site Solar Photovoltaic (PV) and Battery Storage: Barriers for installing solar PV and battery storage impact low income and impacted communities more than the broader community. The largest barrier is cost, as solar PV requires high upfront cost if paying out of pocket or a relatively high credit score to access financing options. Furthermore, there is a lack of incentives available for low-income and impacted communities for on-site solar PV and battery storage. Another common barrier is that low-income and impacted communities often face issues around site suitability, which also impacts cost. Roofs oftentimes require repair or replacement before solar PV can be installed and the electrical wiring and panel of a home may need to be upgraded, as described above. In the case of renter-occupied properties, renters lack the decision-making authority to initiate investments in solar PV and battery storage.



To overcome these barriers the County will need to explore creative solutions. One approach and promising example of a creative solution is the EnergyScore risk indicator [53] developed by Stanford University, the Massachusetts Institute of Technology (MIT), and a community solar company, Solstice, designed to provide an alternative metric to predict a customer's future payment behavior more accurately than the FICO credit score, which is the current standard. Rather than focusing on a customer's overall credit history, EnergyScore utilizes the customer's utility bill payment history to gauge future payment history, thereby ensuring that potential customers with lower FICO scores are not automatically disqualified from financing. In addition to removing the barriers to those without exemplary credit scores, this model also could enable utility companies to consolidate the utility bill with community solar repayment so that the customer would only receive one bill and would be less likely to default on the financing payments for solar PV.

[53] https://www.uschamber.com/assets/documents/gei/IESRI-Report_2020_4_20_20.pdf

Another option is facilitating community-scale solar projects with battery storage, rather than projects on individual rooftops. Community solar projects are defined by the U.S. Department of Energy as:

> …any solar project or purchasing program, within a geographic area, in which the benefits flow to multiple customers such as individuals, businesses, nonprofits, and other groups. In most cases, customers benefit from energy generated by solar panels at an off-site array.
>
> Community solar customers typically subscribe to—or in some cases own—a portion of the energy generated by a solar array and receive an electric bill credit for electricity generated by their share of the community solar system. Community solar can be a great option for people who are unable to install solar panels on their roofs because they are renters, can't afford solar, or because their roofs or electrical systems aren't suited to solar. [54]

Community solar projects, paired with battery storage for backup, may be a more efficient and cost-effective option for providing solar energy in unincorporated areas of the County.

Displacement and Tenant/Landlord Constraints: As the County creates a strategy to transition existing buildings to all-electric, it is important to ensure that retrofits don't displace renters or homeowners. Any strategy or policy addressing all-electric conversion of existing buildings should develop strategies to support housing preservation and tenant protections. Property owners of single family and multifamily buildings encounter numerous obstacles when transitioning buildings to be all-electric. These obstacles are highlighted in the American Council for an Energy-Efficient Economy's (ACEEE), Energy Equity for Renters Toolkit[55], and include,

- Lack of awareness or knowledge
- Lack of resources
- Deferred Maintenance
- Split Incentives

Addressing these barriers is paramount in the overall effort to transition our existing building stock to all-electric. Staff should explore strategies for addressing the tenant/landlord dilemma that are being deployed in other jurisdictions to determine their feasibility as a strategy in Contra Costa County.

[54] https://www.energy.gov/eere/solar/community-solar-basics
[55] www.aceee.org/toolkit/2022/11/energy-equity-renters-toolkit

Ensuring Energy Reliability: With the increase of electric appliances in homes and businesses, it is anticipated that communities in Contra Costa County will become more dependent on the electrical grid. The California electrical grid, operated by the CALISO, delivers over 239 million megawatt hours (MWh) per year to approximately 30 million consumers.[56] The grid operates under a delicate balance. Because electricity is difficult to store, the grid must maintain a balance that ensures that electricity consumption matches electricity production as closely as possible. Increasing the number of all-electric homes will strain the grid while utility companies and energy providers work to build capacity. For this reason, communities throughout the County and beyond will need to take steps to make homes more energy efficient to help to reduce power disruptions.

As Contra Costa County pushes forward to transition its existing building stock to all-electric to meet its CAAP target goal of carbon neutrality by 2045, the County must take actions to better insulate itself from the potential of an unreliable grid. These actions will need to focus on multiple areas including minimizing demand on the grid from our building stock to the greatest extent feasible, enhancing the energy resilience of the building stock, developing policies and programs that support grid stability and increase renewable generation, as well as partnering with regulatory agencies, utility companies, and other government agencies at the local, regional, and state level.

Minimizing demand on the grid from our building stock is necessary for maintaining grid stability and energy reliability to residents in the County. As more buildings transition to all-electric, energy efficiency, building envelope improvements, and load management will become increasingly important strategies. Homes transitioning to all-electric should be outfitted with high-efficiency appliances and building envelope improvements such as wall and attic insulation, multi-pane windows, and air sealing to minimize energy loss. Residents will also need to shift energy use habits to avoid drawing from the electrical grid during peak demand periods which generally run from 4:00 p.m. to 9:00 p.m. and shift the use of operating high energy use appliances such as clothes dryers and electric vehicle charging during off-peak times.

Local utility companies, community choice energy providers, and others play an important role in shifting consumer behavior by offering demand response programs like the Power Saver Rewards Program offered by PG&E, which provides consumers with credit to their bills for minimizing energy consumption during peak demand periods or the SmartAC

[56] https://www.caiso.com/about/our-business#:~:text=We%20identify%20regional%20grid%20reliability,yield%20economic%20benefits%20for%20consumers.

device that remotely shifts air conditioning use to off-peak times to reduce strain on the grid.[57]

Building resilience through DER is another strategy for maintaining overall grid stability and improving energy reliability for residents. DER consists of small, modular, energy generation and storage technologies that provide electric capacity such as solar panels, battery storage, and electric vehicles.[58] Installing solar panels on homes reduces the demand on the grid during peak times and when paired with battery storage provides the added benefit of allowing homes to maintain power, even during power loss events due to extreme heat or weather. DER can also help to build out the infrastructure for Virtual Power Plants (VPP) which consists of a collection of small-scale energy resources that, when aggregated together and coordinated with grid operations, can provide added grid reliability.[59]

Developing programs to support energy efficiency and DER will be necessary to realize the full benefit of these strategies. Contra Costa County offers several programs that help support grid reliability and energy resilience. The state and federal funded weatherization program offers free energy efficiency improvements to low-income renters and property owners. The County also partners with BayREN to promote energy efficiency through rebates and no-cost technical assistance for single-family and multifamily properties. MCE, the County's community choice energy provider, offers similar incentive programs for properties in its service area which includes much of Contra Costa County along with parts of Marin, Napa, and Solano Counties. These programs will help residents in the County to improve efficiency in their homes, however, this alone will not ensure grid reliability as the building stock increasingly becomes more electric. The state will need to continue to support local governments by establishing policies and programs that promote continued energy efficiency and DER retrofits in our building stock. In 2022, California established the Community Energy Resilience Investment (CERRI) Program to fund projects that bolster grid reliability. One of the CERRI program goals will be to reduce the frequency and duration of power outages as well as strengthen communities' ability to function during these outages.[60] Grant funding is currently available for electric grid operators, electricity storage operators, electricity generators, transmission owners or operators, distribution providers, and fuel suppliers.

As Contra Costa County and other jurisdictions across the State continue to promote transitioning to all-electric in their communities, ensuring that the grid has the capacity to

[57] www.pge.com/en_US/residential/save-energy-money/savings-solutions-and-rebates/demand-response/demand-response.page
[58] www.nrel.gov/docs/fy02osti/31570.pdf
[59] www.rmi.org/clean-energy-101-virtual-power-plants/
[60] www.energy.ca.gov/programs-and-topics/programs/community-energy-resilience-investment-ceri-program

handle the added demand is paramount. At the local level, this will require local governments to develop and implement policies and programs that further support energy efficiency and DER upgrades in our communities. However, ensuring a reliable grid goes beyond local governments. The state must act as a leader in this effort by continuing to establish higher emission reduction targets while also developing policies and programs that help to mitigate the challenges involved, notably maintaining grid reliability.

9.0 Policy Options and Other Strategies

There are many local policies and approaches that other jurisdictions have implemented to make or encourage buildings to transition to all-electric. Most policy actions taken include the adoption of a local ordinance to establish mandates for all-electric retrofits based on a specific action being taken by a property owner. This includes:

- Time of Major Renovation – Requires homeowners to replace gas appliances with the electric equivalent when performing major home renovations.
- Time of Burnout – Requires homeowners to replace end-of-life gas appliances with the electric equivalent.
- Point of Sale – Requires home sellers and/or buyers to retrofit the home to be all-electric at the time of sale.

Ordinances with these types of actions have been implemented in other jurisdictions within the San Francisco Bay Area. The most widely utilized policy adopted is an ordinance that requires gas appliances/equipment to be replaced with all-electric equipment at the time of major renovation, which has been successfully adopted in numerous counties and cities in the region. This includes the City and County of San Francisco, the County of Marin, the City of Alameda, and the City of Palo Alto.

While these policy actions have been successful with other jurisdictions, it is not recommended that they are considered due to a decision from the U.S. Court of Appeals 9th Circuit in January 2024, that precludes cities and counties from adopting ordinances that prohibit the installation of gas plumbing in buildings. Some jurisdictions have responded with implementing more stringent energy efficient building code requirements instead of mandating that gas appliances be replaced with all-electric appliances. However, similar to what the County has done, this approach is more widely used only for new construction projects.

Neighborhood-wide gas infrastructure decommissioning is a strategy being looked at by local governments with their local utility. The process involves identifying sections of the

gas distribution system that are more cost-effective to remove from use. These buildings would be converted to all-electric. The primary advantage of this approach is that it is the most efficient method for transitioning homes to all-electric and in certain circumstances can be very cost-effective for the utility to implement. Rather than continuing to maintain the gas pipeline system, the utility can instead invest those funds in other ways to make the grid more reliable.

The State in 2024 directed the investor-owned utilities to conduct up to 30 pilots statewide that remove gas lines, rather than replace them, and instead convert those neighborhoods to all-electric (SB 1221). The California Public Utilities Commission is in the process of determining which neighborhoods will be eligible for potential participation in this program, and how the program will operate (Rulemaking 24-09-012). The County is a party to this proceeding, with a focus on monitoring opportunities for neighborhoods in Contra Costa County to potentially participate in the SB 1221 program, coordinating with the eligible County Supervisorial district(s), and advocating for including appropriate neighborhoods in Contra Costa County in a manner that will benefit residents.

Coordination with the County's local utility, PG&E, and CCA, MCE, will be necessary to leverage all available resources to develop an approach within the County to implement neighborhood-wide gas infrastructure decommissioning. Incentivizing Incremental improvements to reduce reliance on gas, such as changing out specific appliances when they wear out, is also likely to be a more realistic option for removing gas infrastructure from existing buildings. Additional research and coordination will be needed to determine the best feasible approaches for the County.

10.0 Next Steps

Transitioning the existing building stock to be all-electric is a complex issue. Most of the approaches used only address a portion of the issue. To meet our CAAP goals, the County will need to implement additional initiatives that both align and compliment state and regional efforts. To help support this work, below are recommended actions for staff to either explore or implement to support the use of low-carbon or carbon-free appliances for existing buildings.

10.1 Action Items and Recommendations

Outreach and Engagement

- Develop a thoughtful community outreach and engagement strategy that centers equity in the process. Outreach and engagement should educate residents about the benefits of all-electric buildings. Leverage regional programs like BayREN for outreach and education, as appropriate. The preliminary work done in this Roadmap should serve as a framework for engaging with impacted communities throughout the County.

- Work with the County's Economic Development team on outreach to local trade schools, leveraging existing relationships with community colleges that provides information on pathways to becoming trained to work on transitioning buildings to be all-electric.

Additional Analysis

- Expand on the preliminary building inventory. This should include a more comprehensive inventory that accurately reflects the distribution of homes by type and vintage so that these can be mapped on a more specific community scale. County staff should also work to gain a better understanding of the appliances that currently exist in homes by analyzing the permits issued for appliance replacement. For appliances that do not require a permit for replacement, such as stoves or washers and dryers, staff should seek other ways to identify whether these are gas fueled in homes or have already been swapped for the all-electric equivalent. These actions will help enable County staff to better prioritize and more accurately target specific areas based on home configuration and financial need. Explore the

feasibility of this work being completed in-house or determine if a consultant is needed to assist with this work.

- Expand on the preliminary cost analysis. This Roadmap presents a high-level overview of the costs associated with transitioning existing buildings to all-electric. Further research is needed on the direct and indirect costs for this all-electric transition which includes an analysis and cost breakdown of the various options for each appliance type and the operational costs around operating all-electric appliances. From this analysis, County staff could provide a policy or County specific program for consideration to encourage more buildings to operate solely using electricity.

Regional and State Collaboration

- Work with the County's Legislation Committee and BOSto develop a policy framework to more routinely engage with State regulatory agencies, such as the CEC, CPUC, and CARB, to provide input on activities and actions that help support all-electric building initiatives, or other low-carbon or carbon-free appliances for existing buildings.

- Work with energy providers, such as PG&E, MCE, or other regulatory agencies, such as the CEC and CPUC, to obtain information on the gas infrastructure throughout the County to determine cost-effective opportunities where gas infrastructure could be decommissioned. Analyze which community areas may have the best opportunity for cost-effective gas infrastructure decommissioning and explore a County-wide strategy for decommissioning gas infrastructure in certain parts of the County, if feasible.

- Continue to track opportunities that assist property owners and renters in paying for retrofits associated with transitioning buildings to all-electric. These opportunities could include incentive programs that offer rebates or no-cost retrofits as well as financing options that are accessible to those of all income levels. In addition, County staff should track statewide and regional plans that address building decarbonization so that future planning efforts are aligned with these plans.

Other Actions

- Further explore the policy options outlined in this document to support making buildings all-electric. This should include time of sale, time of replacement due to burnout OR due to renovation, building performance standards, and neighborhood-wide gas decommissioning.

- To support the transition of buildings to all-electric, work to develop a strategy to address the tenant/landlord rental property constraints that commonly prevent property owners from making building improvements.

- Seek solutions that make installing solar panels and battery storage accessible to all homeowners and property owners to improve the overall resiliency of households in unincorporated County, including community solar with battery storage. Work with the County's Legislation Committee and BOS to advocate through the CPUC for additional funding support to utility companies and collaborate with PG&E to facilitate more timely and efficient solar panel upgrades and backup battery installations.

- Allow staff to seek and obtain funding that supports the implementation of this Roadmap.

- Identify opportunities for pilot projects that will test the variety of strategies for converting existing homes and other buildings to be all-electric.

11.0 Roadmap Implementation Action Plan

This section discusses how a Roadmap Implementation Action Plan will be created, updated and maintained to ensure the County follows through on implementing the recommended next steps and action items specified in the Roadmap.

11.1 Implementing Action Items and Recommendations

There are key action items and recommendations specified in the Roadmap that need to be completed to determine the appropriate path forward to further develop additional actions on an on-going basis that can provide more detail on how the County can further support CAAP Strategy BE-2.

These include:

- Completing a building inventory and cost analysis to expand the work presented in the Roadmap,
- Adopting a Policy Framework for staff to engage in State Regulatory proceedings that support the goal of transitioning existing buildings to all-electric, and
- Developing recommendation(s) to consider how to implement the equitable outreach and engagement strategy outlined in the Roadmap

Below is an expected timeline to complete the key action items and next steps outline in Section 10 of this Roadmap.

Timeline to Complete Key Next Steps	
January 2026	Complete Building Inventory and Cost Analysis
March-June 2026	Adopt Framework to engage in State Regulatory Proceedings
January 2027	Develop Recommendation(s) for Equity Focused Outreach and Engagement Strategy

The Roadmap Implementation Action Plan discussed below will include updates on the completion of these key action items.

11.2 Roadmap Implementation Action Plan

Meeting the County's clean energy goals for existing buildings will require the development of an Implementation Action Plan that is adaptive to changes and allows for flexibility when needed so the County can meet its CAAP goals. This section outlines the content that will be included in the implementation action plan as well as information to include for the development of a clean energy webpage. Both the implementation plan and clean energy Roadmap webpage are to be completed within 12 months of when this Roadmap is adopted by the County.

Implementation Action Plan Framework

Below is a framework that outlines what is required to be in the Roadmap Implementation Action Plan for the County's Clean Energy Roadmap for Existing

Buildings. The framework is intended to specify all the required content necessary to include in the Implementation Action Plan.

The Implementation Action Plan shall include, but not be limited to, the following elements:

- List of all existing next steps and recommendations outlined in the Roadmap with progress on each item to date,
- Metrics for each action item included in the Roadmap with specific goals (i.e., number of homes retrofitted to all-electric, partnership groups formed, and/or information on funding for specific initiatives),
- Funding source(s) or funding options for implementing each action item,
- Specify how in Implementation Action Plan supports current State and Regional initiatives to convert existing building to all-electric (i.e., Bay Area Air District Rules 9-4 and 9-6 on Building Appliances),
- Include new next steps and actions items, as appropriate,
- Define the County role in implementation actions and expected roles with other entities, where appropriate, and
- Incorporate feedback from Sustainability Committee and Sustainability Commission on implementation plan, as appropriate.

The Implementation Action Plan will be used to implement the next steps; actions items and recommendations specified in the Roadmap and allow for new next steps or action items to be included in the future. The plan will be examined on an annual basis to allow for any adjustments, as needed. Adoption of the plan and any modifications to the plan are to be approved by the County Board of Supervisors.

Clean Energy Roadmap Webpage

The Clean Energy Roadmap provides information that is likely to change over time. As part of the Roadmap Implementation Action Plan, a website will be created and maintained that includes regularly updated information on the topic of converting buildings to be all-electric. The website is expected to include the following content:

- Overview of the Clean Energy Roadmap
- Benefits of All-Electric Buildings
- Existing All-Electric Policies and Programs
- Funding and Financing Opportunities, and
- Updates on the Roadmap Implementation Action Plan

The intent of the webpage is to provide more routine updates to the relevant sections in the Clean Energy Roadmap that are expected to change over time.

Legislation Details (With Text)

File #:	25-3504	**Version:**	1	**Name:**	
Type:	Discussion Item			**Status:**	Agenda Ready
File created:	8/28/2025			**In control:**	Sustainability Committee
On agenda:	9/8/2025			**Final action:**	
Title:	ACCEPT public comments and CONSIDER recommending adoption of the Contra Costa County Clean Energy Roadmap for Existing Buildings to the Board of Supervisors.				
Attachments:	1. Attachment 1_Summary of Public Comments Received, 2. Attachment 2_350 Contra Costa Action Public Comment Letter_4-21-25, 3. County Clean Energy Roadmap for Existing Buildings_FINAL DRAFT CLEAN_9-2-25				

Date	Ver.	Action By	Action	Result	Tally

SUSTAINABILITY COMMITTEE
Meeting Date: September 8, 2025
Subject: ACCEPT public comments and CONSIDER recommending adoption of the Contra Costa County Clean Energy Roadmap for Existing Buildings to the Board of Supervisors
Submitted For: SUSTAINABILITY COMMITTE
Department: DEPARTMENT OF CONSERVATION & DEVELOPMENT
Presenter: Demian Hardman-Saldana || Principal Planner | DCD
Contact: Demian Hardman-Saldana | (925) 655-2816

Referral History:
On May 15, 2023, the Sustainability Committee directed staff to develop a roadmap for converting existing buildings to be all-electric.

On November 5, 2024, the County Board of Supervisors adopted the Contra Costa County 2045 General Plan and Updated 2024 Contra Costa County Climate Action and Adaptation Plan (CAAP). The CAAP establishes greenhouse gas (GHG) reduction goals to be 40% below 1990 levels by 2030, and to achieve net carbon neutrality by 2045, consistent with the State's goals.

CAAP Strategy BE-2 includes an implementation action calling for the creation of a detailed County roadmap to convert existing homes and businesses to use low-carbon or carbon-free appliances. It also states that the roadmap shall prioritize equity to minimize the risk of displacement or significant disruptions to existing tenants.

Referral Update:
On March 10, 2025, the Sustainability Committee received a report on the Draft Clean Energy Roadmap for Existing Buildings (Roadmap) released for public review on March 5, 2025. A proposed timeline was provided recommending a 30-day public comment review period with a final draft of the Roadmap planned for consideration by the Committee later in the year for a recommendation to the Board of Supervisors. The Committee also provided feedback on the draft Roadmap, requesting that the Roadmap include how it will

support the Bay Area Air District (BAAD) Rules 9-4 and 9-6, which ban the purchase of nitrogen oxide (NOx) emitting water heaters (i.e., gas water heaters) for residential buildings or standard commercial and industrial spaces starting in 2027, ban the purchase of furnaces that emit NOx (i.e., gas burning furnaces) starting in 2029, and ban the purchase of larger commercial water heaters that emit NOx beginning in 2031.

Public Outreach on Draft Roadmap

After the March 10, 2025, Sustainability Committee meeting, staff created a dedicated Clean Energy Roadmap webpage with information about the draft Roadmap and how to submit public comments. Public comments were received for 30 days, from March 25, 2025, through April 24, 2025, with the public able to submit written comments via email to staff or through an online form on the Clean Energy Roadmap website.

The website also included information about two virtual information sessions available for the public to attend via ZOOM on April 9th and April 16th. Information about how to review and submit comments on the Draft Roadmap was also included in the Spring 2025 edition of County's Sustainability Newsletter.

In addition, staff also presented an overview of the draft Roadmap at the Contra Costa All-Electric Working Group meeting in April, a quarterly meeting that includes industry professionals, non-profit leaders, and local government staff within the County interested in transitioning buildings to be all-electric.

Summary of Public Comments Received

The main themes emerging from the public outreach conducted included stakeholder collaboration, questions around timelines and goal setting, and community engagement. 350 Contra Costa Action provided both verbal and written comments. A full summary of public comments received is included in Attachment 1.

Edits to Draft Clean Energy Roadmap

Based on comments received the public comment review period and final review of the draft Clean Energy Roadmap from staff, the following is a summary of the major changes made to the draft Roadmap:

1. Added a new Section, a Roadmap Implementation Action Plan Section (Section 11). This section was added to address general comments received from the public about timelines, setting goals, and provide more details on how the Roadmap will be implemented moving forward. It outlines a timeline for completing some of the key next steps recommended and outlines an implementation action plan framework to create a Roadmap Implementation Action Plan. The Implementation Action Plan also requires, among other things, specificity on how the Roadmap will support current State and Regional initiatives, such as BAAD rules on building appliances. Additionally, it requires that a Clean Energy Roadmap webpage be maintained with regularly updated information on the topic of converting buildings to be all-electric. Both the Implementation Action Plan and website are to be completed within 12 months of when the Roadmap is adopted by the County. Furthermore, it specifies that the Implementation Action Plan be examined on an annual basis to allow for any adjustments, as needed.

2. All Sections. Made language edits to improve accuracy and clarity, including adding images and illustrations.

3. Executive Summary. Added new opening paragraph, reordered recommendations and next steps section, and added summary information on the new Section added, Roadmap Implementation Action Plan.

4. Section 3, Existing All-Electric Policies and Programs. Updated language reflects summary of overall changes to the State's Building Code (Title 24), adds information about new Assembly Bill (AB 130), related to building code standards for new residential construction and includes more information about specific local energy efficiency pilot/rebate or grant programs being offered in the County.

5. Section 5, Cost Analysis. Added language that locally generated clean energy with battery storage could benefit County residents and businesses.

6. Section 6, Funding and Financing Opportunities. Updated content related to various programs and incentives being offered.

7. Section 10, Next Steps. Reordered the listed Action Items and Recommendations included in report.

Recommendation(s)/Next Step(s):

ACCEPT public comments and CONSIDER recommending adoption of the Contra Costa County Clean Energy Roadmap for Existing Buildings to the Board of Supervisors

Fiscal Impact (if any):

Measure X funding is allocated to cover the staff time associated with the development and implementation of the Roadmap.

If the Roadmap and its Implementation Action Plan are adopted by the County, other funding sources will also need to be identified to facilitate all-electric building conversions.

Clean Energy Roadmap for Existing Buildings

Board of Supervisors
November 4, 2025

Demian Hardman-Saldana
Department of Conservation and Development
Contra Costa County
925-655-2816 - demian.hardman@dcd.cccounty.us

Today's Presentation

Purpose of Clean Energy Roadmap for Existing Buildings

Process for Development of Roadmap

Overview of Roadmap and Implementation Plan



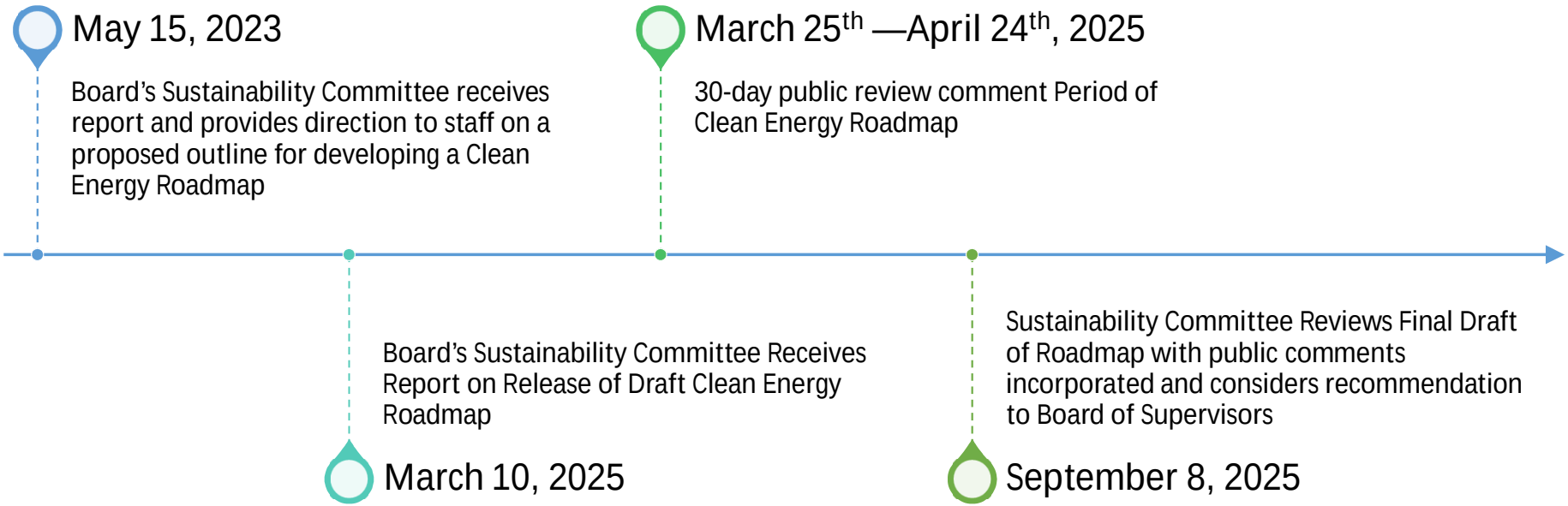
Purpose of Clean Energy Roadmap for Existing Buildings

- ✓ **Updated 2024 Climate Action and Adaption Plan (CAAP) adopted by Board of Supervisors on November 4, 2024**
  - ➢ CAAP Strategy BE-2, Clean and Efficient Built Environment

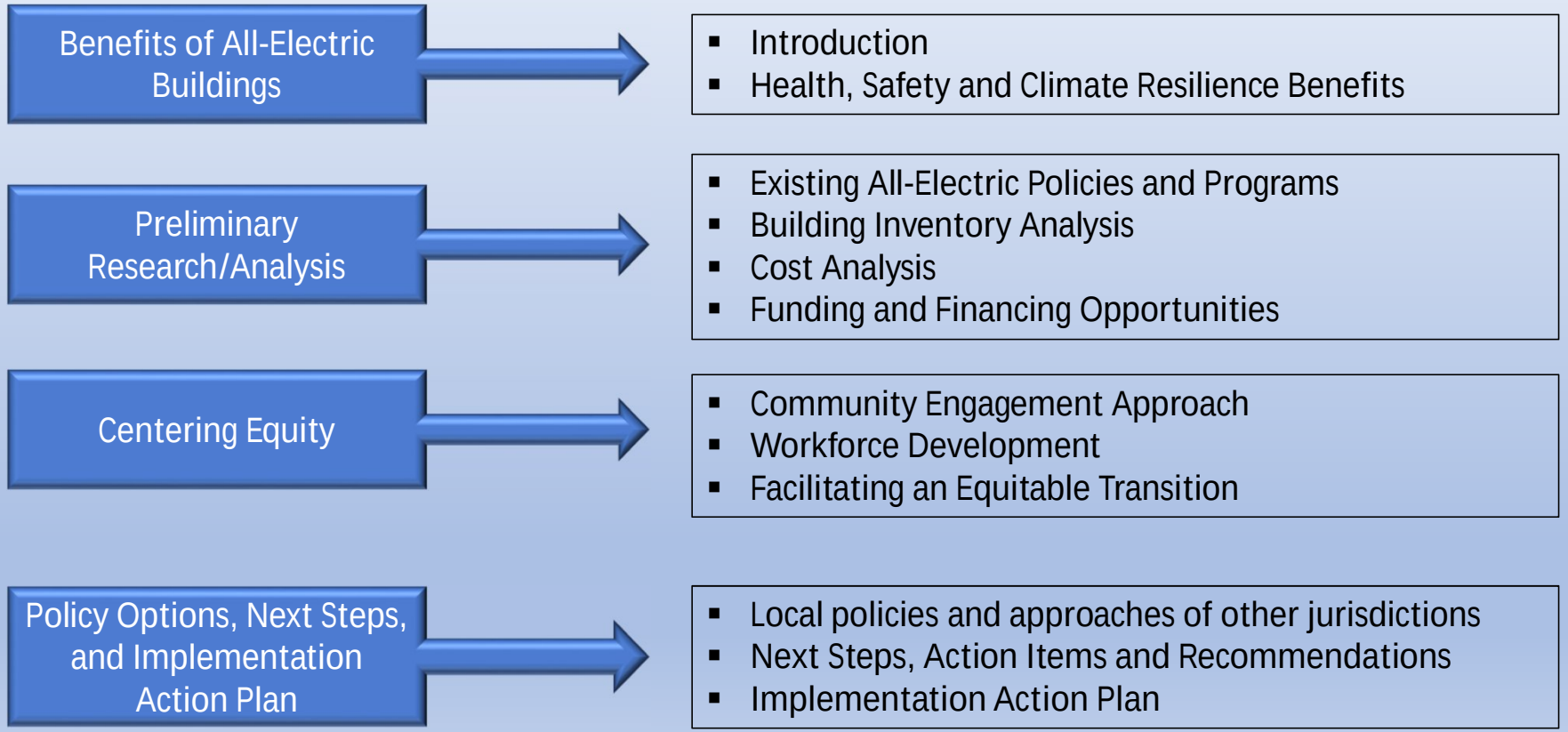
BE-2: Retrofit existing buildings and facilities in the unincorporated county, and County infrastructure, to reduce energy use and convert to low-carbon or carbon-free fuels.

- Create a detailed County roadmap to convert existing homes and businesses to use low-carbon or carbon-free appliances. The roadmap should include steps to support converting buildings to rely on low-carbon or carbon-free energy using an equitable framework that minimizes the risk of displacement or significant disruptions to existing tenants. (COS-A14.7)

Process for Development of Clean Energy Roadmap



Clean Energy Roadmap for Existing Buildings (initial research focused on residential buildings)



Roadmap Next Steps and Action Items

Outreach and Engagement

- Develop a specific outreach and engagement strategy on the subject of transitioning buildings to be all-electric focused on gaining feedback from communities historically marginalized

Additional Analysis

- Obtain more data on buildings and the costs of transitioning existing buildings to be all-electric in the County

Regional and State Collaboration

- Work with County's Legislation Committee and Board of Supervisors to develop a policy framework that call for the County to work with regulatory agencies to support the goal of transitioning existing buildings to all-electric

Other Actions

- Further exploring policy options outlined in the Roadmap
- Working to develop a strategy to address tenant/landlord rental property constraints
- Seeking solutions to improve the overall resiliency of households in the County, like solar and battery storage
- Allowing staff to seek funding that supports the Roadmap, including pilot projects to convert existing buildings to all-electric

Roadmap Implementation Action Plan



Calls for a Roadmap Implementation Action Plan be adopted within 12 months of when the Clean Energy Roadmap is approved and be examined annually to allow for any adjustments to be made.



Create and maintain a County Clean Energy Roadmap webpage/website to provide regularly updated information on converting buildings to be all-electric.

Questions?

Contact:
Demian Hardman-Saldana
Principal Planner

demian.hardman@dcd.cccounty.us
P: 925-655-2816

File #: 25-4624 **Agenda Date:** 11/4/2025 **Agenda #:** C.1.

To: Board of Supervisors

From: Internal Operations Committee

Report Title: RECOMMENDATIONS FOR ALLOCATIONS OF FISH AND WILDLIFE PROPAGATION FUNDS

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the allocation of $148,500.08 in Fish and Wildlife Propagation funds to 15 eligible projects based on the Fish and Wildlife Committee's recommendations.

2. STIPULATE that within a year of grant funding approval or within one month of project completion, whichever comes sooner, recipients must submit a final project report that includes invoices and receipts documenting how funds were spent and the results of the project.

3. AUTHORIZE the Fish and Wildlife Committee or the Conservation and Development Director or designee to approve written grantee requests for modifications to the budget allocations described in their grant applications.

FISCAL IMPACT:
As of October 19, 2025, the Fund's balance was $579,517.99. Requested funds totaled $281,662.08, with recommended allocations reducing the fund by $148,500.08.

BACKGROUND:
The Contra Costa County Fish and Wildlife Committee (FWC) reviewed 20 grant applications for the 2026 Fish and Wildlife Propagation Fund, recommending full or partial funding for 15 of them. In 2010, the Board of Supervisors directed the Internal Operations Committee (IOC) to review FWC's annual grant recommendations before the Board's final approval. On October 27, 2025, the IOC endorsed the funding recommendations. This report outlines the grant program, FWC's review process, and the recommended grants.

I. Background

Fish and Wildlife Propagation Fund
The Fish and Wildlife Propagation Fund, established under California Fish and Game Code 13100, collects fines for certain fish and game violations. Most fines, ranging from $25 to $150, come from Contra Costa County Superior Courts and involve hunting, fishing, or illegal dumping offenses. Some larger fines from

activities like streambed alteration, illegal species take, and water pollution also contribute to the Fund. In 2022, a $497,500 deposit was made following the Kinder Morgan pipeline spill settlement. As of October 19, 2025, the Fund's balance was $579,517.99.

FWC Grant Program
The Board has tasked the FWC with managing fine money for the protection, conservation, and preservation of fish and wildlife [Fish and Game Code 13100]. Since 1996, the FWC has used a structured process to review funding requests. The attached grant application packet includes a cover letter detailing the grant process and funding priorities, an application to gather project information, and expenditure criteria as per California law for the Fish and Wildlife Propagation Fund.

Public Outreach to Advertise the Grant Program
The application packet was disseminated during the week of May 25 to the Fish and Wildlife Committee and Contra Costa Watershed Forum mailing lists, all Contra Costa County school districts, and local colleges and universities including Contra Costa College, Diablo Valley College, Los Medanos College, UC Berkeley, Cal State East Bay, UC Agriculture and Natural Resources, and Saint Mary's College. Additionally, the CCC Office of Communications and Media issued a press release to both local and regional media outlets announcing the availability of the grant application packet. County Supervisors included the announcement in their email newsletters. The information was also posted as a newsflash on the Department of Conservation and Development website and shared via its social media accounts (Facebook, Instagram, and X). Furthermore, the packet was made accessible on the Committee's website and available upon request.

FWC Review Process for 2026 Grant Awards
The Fish and Wildlife Committee reviewed 20 grant applications totaling $281,662.08 during their August and September meetings. Several applicants attended to answer questions about their proposals.

II. Recommendation of Funding on Grants for 2025
At its September 17, 2025 meeting, the FWC recommended funding 15 projects for the year 2026, totaling $148,500.08, across the county. Detailed grant recommendations are in the attached chart, with specific votes on Pages 2-5. Voting members were Nicole Balbas, Courtney Coon, Tim Fares, Roni Gehlke, Susan Heckly, Brett Morris, Olivia Ortega, and Jamin Pursell.

Unless stated otherwise, the recommendations are for full project funding.

Grant Allocations

Boise State University
Allocate $4,245.00 for the "Assessing the demography of a threatened Golden Eagle population in California" project. This project aims to provide valuable data on golden eagle demography within the Altamont Pass Wind Resource Area and assess the impact of wind turbines on these populations. The findings will support informed management decisions to enhance the conservation of golden eagles and other wildlife affected by wind turbines. Funding is recommended for laboratory supplies.

Contra Costa Resource Conservation District (CCRCD)
Allocate $19,196.00 for the "Tracking Western Pond Turtle Upland Traversal with GPS Loggers" project. This project will build

capacity and join the Western Pond Turtle Research Collaborative to develop management considerations for their habitats across Alameda and Contra Costa counties. The project will track upland habitat movement and dispersal of Western Pond Turtles in Contra Costa County. Funding is recommended for GPS trackers and other monitoring equipment.

Lindsay Wildlife Experience

Allocate $24,390.00 for the "Wildlife Intensive Care Unit" project. This unit will provide needed therapy for injured wildlife and increase their odds of recovery. Funding is recommended for the purchase of the intensive care unit.

Cal State East Bay, Concord Center

Allocate $7,456.92 for the "Establishing Pollinator Habitat at Cal State East Bay Concord Center" project. This project will establish native plant hedgerows and patches across approximately three acres to provide pollinator habitat. Funding is recommended for native plants and necessary tools and materials.

International Bird Rescue

Allocate $20,719.92 for the "Ethically and Effectively Resolving Human/Wildlife Interaction Issues in Contra Costa County Through Temporary Emergency Treatment and Care of Injured and Orphaned Wildlife" project. This project will enhance the welfare of injured and orphaned aquatic birds by providing rehabilitation and promoting biodiversity. Full funding is recommended for surgical and rehabilitation equipment.

John Muir Land Trust

Allocate $7,886.00 for the "Pacheco Marsh Outdoor Education" project. This project fosters environmental awareness and stewardship among youth through meaningful outdoor learning experiences. Partial funding is recommended for transportation and necessary supplies.

Save Mount Diablo

Allocate $5,680.24 for the "Tracking Kestrel Re-Population on Mount Diablo, Year 2" project. This project aims to support kestrel population recovery and evaluate potential impacts of avian influenza. Funding is recommended for research interns and necessary equipment.

KIDS for the BAY

Allocate $8,400.00 for the "Watershed Action Program" project. This project will help students learn about their local watershed and wildlife through hands-on activities. Funding is recommended for field trip transportation.

Mira Vista Field Stewardship Committee

Allocate $11,960.00 for the "Mira Vista Field Restoration Project". This project aims to restore neighborhood serpentine grassland open space, protect native plant species and wildlife, and improve wildfire resilience. Partial funding is recommended for restoration tools and materials.

Mt. View Sanitary District

Allocate $9,461.00 for the "Moorhen Marsh & the MVSD Wetlands Education Program" project. This program provides hands-on experiences for elementary students, including exploring Marsh and learning about water treatment and pollution prevention. Partial funding is recommended for educational materials and supplies.

The Watershed Project

Allocate $12,205.00 for the "Steelhead Trout Protection Research Project". This project will monitor water temperature and connectivity, assess fish barriers, conduct trash cleanups, and provide public education. Partial funding is recommended for assessment and monitoring equipment.

John Muir Chapter of Trout Unlimited

Allocate $5,755.00 for the "Upper Wildcat Creek Habitat and Fish Passage Barrier Study" project. This project aims to improve spawning and rearing conditions for anadromous fish species and support fish passage improvements. Funding is recommended for research equipment.

Wildcat Canyon Community School

Allocate $5,250.00 for the "Habitat Restoration and Ecological Education for Future Generations" project. This project will restore native wildlife habitat and engage students and community volunteers in environmental stewardship. Funding is recommended for

native plant materials and necessary tools.

Worth a Dam

Allocate $895.00 for "The Water Guardians/Aqua Squad" project. This project teaches children about the role of beavers in maintaining healthy waterways through interactive exhibits. Funding is recommended for materials and artist supplies.

Earth Team

Allocate $5,000.00 for the "Water Quality Monitoring in Contra Costa Watersheds" project. This project will engage high school interns in research, data collection, and native vegetation work at watershed sites. Funding is recommended for water quality equipment and supplies.

Fish and Wildlife Committee Vote 8-0 (Ayes: Balbas, Coon, Fares, Gehlke, Heckly, Morris, Ortega, and Pursell; Noes: None; Abstain: None; Absent: Jennings and Pellegrini).

CONSEQUENCE OF NEGATIVE ACTION:
Should the recommendations not be approved, Fish and Game funds will not be allocated to worthy projects that either fully fund or supplement important conservation programs.

Department of Conservation and Development

30 Muir Road
Martinez, CA 94553

Phone:1-855-323-2626

Contra Costa County

John Kopchik
Director

Jason Crapo
Deputy Director

Deidra Dingman
Deputy Director

Ruben Hernandez
Deputy Director

Gabriel Lemus
Deputy Director

May 23, 2025

Dear Fish and Wildlife Propagation Fund Grant Applicants:

The Contra Costa County Fish and Wildlife Committee is pleased to announce that completed funding applications are now being accepted for consideration for the Contra Costa County Fish and Wildlife Propagation Fund (Fund). All application materials and guidelines are attached. Proposals must be received by 5:00 p.m. on **Friday, August 1, 2025** (a postmark of August 1, 2025, does not satisfy the submission deadline). Proposals may be emailed or mailed. Any applications that are received after the due date or without a signature will not be considered. Staff will acknowledge receipt of each grant application. If you do not receive a confirmation of receipt contact Maureen Parkes at 925-655-2909 prior to the deadline. The recommendations of the Fish and Wildlife Committee will be forwarded to the Contra Costa County Board of Supervisors, which maintains final decision-making authority for expenditures from the Fund.

The Contra Costa County Fish and Wildlife Propagation Fund is entirely supported by fine revenues resulting from violations of the Fish and Game Code and Title 14 of the California Code of Regulations in Contra Costa County (County). Projects awarded from the Fund must benefit the fish and wildlife resources of the County and must meet the requirements of Section 13103 of the Fish and Game Code (attached). If your project is eligible under Section 13103 (d), (h), (i), or (m) please send a copy of your draft proposal to Maureen Parkes at maureen.parkes@dcd.cccounty.us by **June 27, 2025.** Maureen Parkes will coordinate with the California Department of Fish and Wildlife to confirm the project's eligibility to receive funds. See Instructions for more details. All applications that satisfy the requirements listed in the funding application instructions will be considered.

The Fish and Wildlife Committee strongly encourages applications related to:

- improving habitat
- scientific research
- public education
- threatened and endangered species
- resolving human/wildlife interaction issues

In addition to the above areas of interest, the Fish and Wildlife Committee wishes to fund one or more projects that increase collaboration with law enforcement agencies and community cultural organizations on enforcement issues and education focusing on communities that may be unaware of local fish and game laws. Projects that provide multilingual signage and educational materials are encouraged.

Note on Preferred Projects: The Fish and Wildlife Committee considers grant awards for prospective expenditures from non-profit organizations, schools, and government agencies. The Committee generally recommends funding projects that avoid operating costs and overhead - such as staff salaries, benefits, or utilities - and that minimize expenses dedicated to management of awarded projects. Recommendations for funding will be given to service-oriented and educational projects, or those involving the direct purchase of goods and materials that do not require installation or labor on public land or facilities.

Note on construction and related projects: Projects that qualify as "public works" under California law, such as construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds may trigger requirements including prevailing wage, public bidding, and contractor registration. Applicants proposing such activities will be required to demonstrate full legal compliance. For more information go to the California Department of Industrial Relations Public Works webpage: https://www.dir.ca.gov/public-works/publicworks.html.

The Committee expects to recommend awards to several applicants. However, it is possible that a particularly excellent proposal will be recommended to receive a large portion of the total available funds. Generally, the Committee will only recommend one project per organization. During the 2025 grant cycle a total of $80,910.50 was awarded to 12 projects. The awards ranged from $582 to $19,449.66. Available funds vary from year to year and the Fish and Wildlife Committee cannot commit to multi-year or recurring funding. The Board of Supervisors will make the final decision on the grant awards and successful applicants may anticipate receiving notification by January 2026. Project expenditures eligible for reimbursement must be made subsequent to Board of Supervisors approval of grant funding.

The grant award funds will be disbursed on a cost reimbursement basis.* (See below for exceptions.) Within a year of grant funding approval, or within one month of project completion, whichever comes sooner, recipients must submit a final project report which includes invoices and receipts documenting how funds were spent and the results of the project. Grant awardees may request a budget modification to address any proposed changes to the project costs. This request must be made in writing prior to incurring the unapproved expenses. Unapproved expenses will not be reimbursable. Fish and Wildlife Propagation fund grants will be disbursed after receipt and approval of the final project report. Details will be outlined in the grant award letter that is sent to all successful applicants.

***Exception For Non-Profit Organizations That Can Demonstrate Financial Hardship:** Private, non-profit entities that can demonstrate that providing Fish and Wildlife Propagation grant funding on a cost reimbursement basis will create a financial hardship and be detrimental to the operation of the program will be eligible to receive up to ½ of the grant amount after the grant is awarded. The remaining amount of the grant will be disbursed after the entity has submitted information including invoices and receipts documenting how the initial disbursement was spent. Within a year of initial notification of the grant funding award (January 2027), or within one month of project completion, whichever comes sooner, the entity will be required to submit information including invoices and receipts documenting how the second disbursement was spent, and provide a final project report documenting the results of the project.

***Exception For Small Projects Under $1,000:** Grant funding may be disbursed to private, non-profit entities prior to the beginning of the project if the award is under $1,000 and the entity has provided documentation that the project could only be initiated with advance funding. Within a year of grant funding, or within one month of project completion, whichever comes sooner, recipients must submit a final project report which includes invoices and receipts documenting how funds were spent and the results of the project.

The Committee appreciates your interest in this opportunity to improve the fish and wildlife resources in Contra Costa County. Should you have any questions about the Fish and Wildlife Committee or this funding program, please contact me at 925-655-2909 or maureen.parkes@dcd.cccounty.us.

Sincerely,

Maureen Parkes
Fish and Wildlife Committee Staff

INSTRUCTIONS

What Must Be Included in Your Proposal (not to exceed 4 pages):

1) Signed Application Cover Page – See attached.
   (PDFs and e-signatures are acceptable)
2) Description of the project for which funding is requested. Please include an explanation of:
   - how this project will benefit the fish and wildlife of Contra Costa County
   - how this project meets the requirements of Section 13103 of the Fish & Game Code (attached) which defines the eligibility requirements for projects requesting funding from the Fish and Wildlife Propagation Fund. Indicate which letter(s) of the Section 13103 is/are satisfied.

     If your proposal is eligible under Section 13103 (d), (h), (i)*, or (m), a copy of your draft proposal must be sent to the attention of Maureen Parkes at maureen.parkes@dcd.cccounty.us or at the address listed on Page 2 and received by **June 27, 2025** Staff will coordinate with the California Department of Fish and Wildlife to confirm the project's eligibility to receive funds.

     *If your project is eligible under Section 13103 (i), and a scientific collection permit is required and issued by the California Department of Fish and Wildlife, this will indicate that the project is eligible to receive Fish and Wildlife Propagation funds. Please send the scientific collection permit along with your grant application by the August 1, 2025 - 5:00 P.M. grant submission deadline. Scientific collection permits are not included in the grant application page limit.

   The Fish and Wildlife Committee wishes to be acknowledged for its financial support of the project. FWC or staff review may be required prior to printing any written materials that receive funding. Please refer to the guidelines listed below:
   - Grant recipients agree to obtain advance written approval from the FWC of any communication/written material that may reasonably be understood to represent the views of the FWC and to provide the FWC with reasonable opportunity to review, comment and approve the communication/written material.

   Grant recipients may use the following standard language in making attributions for funding by the FWC:
   - Attribution for full Grant funding: "This (research, publication, project, web site, report, etc.) was funded by the Contra Costa County Fish and Wildlife Committee."
   - Attribution for partial Grant funding: "This (research, publication, project, web site, report, etc.) is funded in part by the Contra Costa County Fish and Wildlife Committee."
3) Project schedule - The project must be completed within a year from the date you receive notification of funding (by January 2026).
4) Project budget (itemized). The Fish and Wildlife Committee generally does not recommend funding for operating costs and overhead. Examples for these include staff salaries, health insurance, and operation costs such as electricity to run an office. If an hourly rate is listed, overhead costs need to be itemized separately. The Committee generally recommends funding material expenses (e.g. purchase of equipment and materials).
5) Annual budget for the applying organization (not itemized).
6) Statement describing the applying organization, listing the Board of Directors and officers of the organization, and listing all affiliated organizations.
7) Statement describing the qualifications of the sponsoring organization and participating individuals for completing the project.
8) List of individuals responsible for performing project and of individuals responsible for overseeing project.
9) Statement describing the status of permit approvals necessary to perform project (if applicable).
10) Request for an exception to the grant funding cost reimbursement requirement due to financial hardship or an exception for a small project under $1,000. (This request does not count toward your page limit and is only required if requesting an exception.)

Format:

- Your proposal packet, including cover sheet and any attachments must not exceed four single-sided pages or two double-sided pages, 8.5 by 11 inches in size. Electronic submittals are preferred. Please use 11 point font or larger and ½ inch margins or larger on your pages. *If you submit more than 3 pages plus required cover sheet, your proposal may be disqualified without review.*
- If your project is eligible under Section 13103 (d), (h), (i), or (m) a copy of your draft proposal must be sent to the attention of Maureen Parkes at maureen.parkes@dcd.cccounty.us and received by **June 27, 2025.** (See exception for Section 13103 (i) on Page 1.)
- Do not attach an additional cover letter, brochures, posters, publications, CDs, DVDs, large maps or yellow-sticky paper (e.g. Post-It™).
- Your complete application packet including signature must **arrive by 5:00 p.m. on Friday, August 1, 2025 (Pacific Daylight Time)** to be considered for funding. (Please note: A postmark of August 1, 2025 does not satisfy the submission deadline. If submitted after the deadline, your proposal will be disqualified).*

Your complete application should be:

Emailed: maureen.parkes@dcd.cccounty.us
or
Mailed or Hand Delivered: Contra County Fish & Wildlife Committee
c/o Contra Costa County Dept. of Conservation and Development
30 Muir Road
Martinez, CA 94553-4601
Attn: Maureen Parkes

*Staff will acknowledge receipt of each grant application. If you do not receive an email confirmation of receipt, contact Maureen Parkes prior to the deadline by calling 925-655-2909.

Final Checklist Before You Submit Your Proposal:

Please note that your proposal will not be considered if you provide more materials than required below:

- Signed Cover page (your proposal will be disqualified if it does not have your original signature on the cover page).
- 3 pages or less on your project description (any extra attachments such as a map and an organization budget will be counted as one of the three page limit.)
- If your project qualifies under Section 13013 (i) and you have been issued a scientific collection permit from the California Department of Fish and Wildlife please include it. (This is not a part of the page limit listed above.)
- Request for an exception to the grant funding cost reimbursement requirement due to financial hardship or an exception for a small project under $1,000. (This is not a part of the page limit listed above and is only required if requesting an exception).

If you have questions regarding the Contra Costa County Fish and Wildlife Propagation Fund grant process, please contact Maureen Parkes: maureen.parkes@dcd.cccounty.us / (925) 655-2909.

California Fish and Game Code Section 13103.

Expenditures from the fish and wildlife propagation fund of any county may be made only for the following purposes:

(a) Public education relating to the scientific principles of fish and wildlife conservation, consisting of supervised formal instruction carried out pursuant to a planned curriculum and aids to education such as literature, audio and video recordings, training models, and nature study facilities.
(b) Temporary emergency treatment and care of injured or orphaned wildlife.
(c) Temporary treatment and care of wildlife confiscated by the department as evidence.
(d) Breeding, raising, purchasing, or releasing fish or wildlife which are to be released upon approval of the department pursuant to Sections 6400 and 6401 onto land or into waters of local, state, or federal agencies or onto land or into waters open to the public.
(e) Improvement of fish and wildlife habitat, including, but not limited to, construction of fish screens, weirs, and ladders; drainage or other watershed improvements; gravel and rock removal or placement; construction of irrigation and water distribution systems; earthwork and grading; fencing; planting trees and other vegetation management; and removal of barriers to the migration of fish and wildlife.
(f) Construction, maintenance, and operation of public hatchery facilities.
(g) Purchase and maintain materials, supplies, or equipment for either the department's ownership and use or the department's use in the normal performance of the department's responsibilities.
(h) Predator control actions for the benefit of fish or wildlife following certification in writing by the department that the proposed actions will significantly benefit a particular wildlife species.
(i) Scientific fish and wildlife research conducted by institutions of higher learning, qualified researchers, or governmental agencies, if approved by the department. ✶
(j) Reasonable administrative costs, excluding the costs of audits required by Section 13104, for secretarial service, travel, and postage by the county fish and wildlife commission when authorized by the county board of supervisors. For purposes of this subdivision, "reasonable cost" means an amount which does not exceed 3 percent of the average amount received by the fund during the previous three-year period, or three thousand dollars ($3,000) annually, whichever is greater, excluding any funds carried over from a previous fiscal year.
(k) Contributions to a secret witness program for the purpose of facilitating enforcement of this code and regulations adopted pursuant to this code.
(l) Costs incurred by the district attorney or city attorney in investigating and prosecuting civil and criminal actions for violations of this code, as approved by the department.
(m) Costs incurred by a county counsel in investigating and prosecuting an action for civil penalties, injunctive relief, or civil penalties and injunctive relief pursuant to Section 5650.1 resulting from unlicensed cannabis cultivation.
(n) Other expenditures, approved by the department, for the purpose of protecting, conserving, propagating, and preserving fish and wildlife.

✶ A scientific collection permit, if required and issued by the California Department of Fish and Wildlife, indicates that the project is eligible to receive Fish and Wildlife Propagation funds.

California Fish and Game Code Section 711.2. (a)

"For purposes of this code, unless the context otherwise requires, "wildlife" means and includes all wild animals, birds, plants, fish, amphibians, reptiles, and related ecological communities, including the habitat upon which the wildlife depends for its continued viability ..."

Contra Costa County
2026 Fish and Wildlife Propagation Fund
Application Cover Page

Office Use Only:

Project title:

Organization/Individual applying:

(Organization type: please check one – government, non-profit, school, other (explain)

Address:

Telephone: Fax:

E-mail:

Name and title of contact person:

One sentence summary of proposal:

Requested grant:

Proposal prepared by (name & title):

☐ I understand that projects that qualify as "public works" under California law, such as construction, alteration, demolition, installation, or repair work done under contract and paid in whole or in part out of public funds may trigger requirements including prevailing wage, public bidding, and contractor registration. Applicants proposing such activities will be required to demonstrate full legal compliance. (For more information go to the California Department of Industrial Relations Public Works webpage: https:// www.dir.ca.gov/public-works/publicworks.html.)

Signature (*Typing your name does not count as a signature. If this section is empty, your proposal will not be considered*):

_____ Signed on _____

Clear Form

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
A	Boise State University	school	Assessing the demography of a threatened Golden Eagle population in California	(i) scientific research *CDFW has confirmed this project is eligible to receive funds under FGC Section 13103 (i)	Countywide	$4,245.00	$4,245.00	This is a request for funds for a project that uses non-invasive genetic sampling of molted feathers to estimate survival and population size of golden eagles in the Atlamont Pass Wind Area of California. Grant funds will be used for Qiagen DNeasy Blood & Tissue Kit, envelopes, razor blades, pipette tips and indirect costs. <u>Project Schedule:</u> All lab work, including DNA extractions and genetic analyses are expected to be complete by August 2026. Lab supplies will be needed continuously throughout the duration of this time. Following completion of lab work, analyses on data collected will be conducted.	This project meets the requirements of Section 13103 (i) scientific research. The study will provide valuable data on golden eagle demography within the Altamont Pass Wind Resource Area (APWRA) and assess how wind turbines may affect these populations. The findings will directly benefit Contra Costa County by supporting informed management decisions that enhance the conservation of golden eagles within the region. Improved management practices may also benefit other wildlife including other raptors and bird species that experience similar disturbances from wind turbines. Full funding is recommended for laboratory supplies, including Qiagen DNeasy Blood & Tissue Kits, envelopes, razor blades, pipette tips, and indirect costs.
B	CA State Parks - Diablo Range District	government	Developing a Grazing Management Framework at Marsh Creek SP	(e) habitat improvement (i) scientific research *CDFW has confirmed this project is eligible to receive funds under FGC Section 13103 (e) and (i)	East County	$25,800.00	$0.00	This is a request for funds to assess current grazing practices, infrastructure, and vegetation conditions to develop a conservation-oriented framework for a grazing management plan at Marsh Creek State Park. Grant funds will be used for a consultant, contract administration and project implementation. <u>Project Schedule:</u> A start date was not provided. Estimated duration of project is one year.	Although a valuable project, the Committee does not recommend funding because the request was for funding to pay a consultant, contract administration, and project implementation, and the Committee prefers to fund material expenses.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
C	Contra Costa Resource Conservation District	government	Tracking Western Pond Turtle Upland Traversal with GPS Loggers	(i) scientific research *CDFW has confirmed this project is eligible to receive funds under FGC Section 13103 (i)	East County	$19,196.00	$19,196.00	This is a request for funds to track Western Pond Turtle upland habitat traversal and dispersal to inform habitat management strategies. Grant funds will be used to purchase GPS trackers, trap nets, miscellaneous monitoring equipment and full chest waders. <u>Project Schedule:</u> January 2026 - September 2026	This project meets the requirements of Section 13103(i) scientific research. The Contra Costa Resource Conservation District (CCRCD) seeks to build capacity and join the Western Pond Turtle Research Collaborative, a regional group of researchers from multiple organizations studying Western Pond Turtles to develop management considerations for their upland and aquatic habitats across Alameda and Contra Costa counties. The project will track upland habitat movement and dispersal of Western Pond Turtles in Contra Costa County. Full funding is recommended for GPS trackers, trap nets, miscellaneous monitoring equipment, and full chest waders.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
D	Lindsay Wildlife Experience	non-profit	Wildlife Intensive Care Unit	(b) temporary emergency treatment and care of injured or orphaned wildlife.	Countywide	$24,390.00	$24,390.00	This is a request for funds to purchase an intensive care unit to supply regulated oxygen and heat therapy for injured and debilitated wildlife. <u>Project Schedule:</u>: The project can begin upon receipt of funding notice and be completed within 30 days of order placement.	This project meets the requirements of Section 13103(b) temporary emergency treatment of injured and orphaned wildlife. The intensive care unit will provide needed therapy for injured wildlife brought to the hospital and increase their odds for recovery. Full funding is recommended for the purchase of the intensive care unit.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
E	California Invasive Plant Council (Cal-IPC)	non-profit	Training a new workforce to improve riparian habitat in Contra Costa County	(a) education (e) habitat improvement	Central County	$16,606.00	$0.00	This is a request for funds to train Pittsburg Civicorps crews on Arundo donax's impacts, removal techniques, and best management practices (BMPs) for controlling invasive plants, in order to build local capacity to address this invasive species within the Alhambra Creek Watershed. Grant funds will cover wages for the science program manager (oversight, field training), conservation specialist (curriculum development, partner meetings, coordinating and planning, classroom and field training delivery), grants & contracts manager (invoicing, contracting, social media), and Civicorps crews (classroom and field training for up to ten Corpsmembers and one supervisor), as well as travel mileage (one round trip to Civicorps Pittsburg for classroom training and two round trips to Martinez for field days). <u>Project Schedule:</u> February 2026 - December 2026	Although a valuable project, the Committee does not recommend funding because the request was for funding to cover staff wages, training, and travel expenses, and the Committee prefers to fund material expenses.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
F	Cal State East Bay, Concord Center	school	Establishing Pollinator Habitat at Cal State East Bay Concord Center	(e) habitat improvement	Central County	$7,456.92	$7,456.92	This is a request for funds to establish native plant hedgerows and patches to provide pollinator habitat on approximately three acres within a large meadow at the entrance to the Cal State East Bay Concord Center. Grant funds will be used to purchase native plants, colored flags, hoes, a utility cart, two root slayers, and signage. Proposed Schedule: Project will start in early 2026. An end date was not provided.	This project meets the requirements of Section 13103(e) habitat improvement. The project will establish native plant hedgerows and patches across approximately three acres at the Cal State East Bay Concord Center to provide pollinator habitat. Plants that are native to the East Bay will be selected based on their low-water needs, size at maturity, attractiveness to pollinators, and availability. Full funding is recommended for native plants, colored flags, hoes, a utility cart, two root slayers, and signage.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
G	Contra Costa Resource Conservation District	government	Marsh Creek Steelhead Trout Spawning and Breeding Habitat Enhancement	(e) habitat improvement	East County	$19,622.00	$0.00	This is a request for funds by the Contra Costa Resource Conservation District, in partnership with the Marsh Creek Watershed Council, to restore Steelhead trout spawning habitat in Marsh Creek through gravel addition, volunteer engagement, redd monitoring, and fostering long-term community stewardship via education and signage. Grant funds will be used to purchase gravel, rubber boots, work gloves, 5-gallon buckets, rakes, bobcat rental, gravel delivery, streambed alteration permit, waste discharge permit, and a biological monitor contractor. <u>Project Schedule:</u> January 2026 - February 2027	Although a valuable project, the Committee does not recommend funding because the applicant did not provide enough detail or planning to fully support project implementation. The Committee encourages them to consider providing additional details in a future grant application, such as more information on project locations, permits, technical planning, and site conditions, to help clarify and strengthen their proposal.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
H	International Bird Rescue	non-profit	Ethically and Effectively Resolving Human/Wildlife Interaction Issues in Contra Costa County Through Temporary Emergency Treatment and Care of Injured and Orphaned Wildlife	(a) public education (b) temporary emergency treatment and care of injured or orphaned wildlife. (c) temporary treatment and care of wildlife confiscated by the department as evidence. (i) scientific research * CDFW confirmed in 2023 that IBR projects are additionally eligible to receive funds under FGC Section 13103 (c) and (i)	Countywide	$20,719.92	$20,719.92	This is a request for funds to replace obsolete and inoperable equipment and materials essential for rehabilitating injured and orphaned wildlife in Contra Costa, including herons, egrets, and “Birds of Conservation Concern” such as California Gull, Western Gull, Western Grebe, and Brandt’s Cormorant in the Coastal California Bird Conservation Region. Grant funds will be used to purchase the following items: Bovie MI-750 LED Surgical Light; Bovie MI-550 Exam Station Lights; Raypak 106 105,000 BTU Propane Gas Warm Water Pool Heater; Disinfectant Station; OSHA-compliant Fortress Aluminum 4-Riser Stair Systems; Brinsea TLC-50 Advance Series II ICU/Recovery Incubators; Vitamix Commercial-grade Blenders with Trian Containers; Welch Allyn Veterinary 3.5V Ophthalmoscope; and a Frigidaire 28” Freezer Refrigerator. <u>Project Schedule:</u> This project can begin within 30 days of grant approval, and be completed within nine months.	This project meets the requirements of Section 13103 (a) public education, (b) temporary emergency treatment and care of injured or orphaned wildlife, and (c) temporary treatment and care of wildlife confiscated by the department as evidence, and (i) scientific research. This project will enhance the welfare of injured and orphaned aquatic birds in Contra Costa County by providing rehabilitation for them and will promote biodiversity by returning rehabilitated birds to their natural habitats. Full funding is recommended for a Bovie MI-750 LED Surgical Light; two Bovie MI-550 Exam Station Lights; Raypak 106 105,000 BTU Propane Gas Warm Water Pool Heater; Disinfectant Station; two OSHA-compliant Fortress Aluminum 4-Riser Stair Systems; two Brinsea TLC-50 Advance Series II ICU/Recovery Incubators; two Vitamix Commercial-grade Blenders with Trian Containers; Welch Allyn Veterinary 3.5V Ophthalmoscope; and a Frigidaire 28” Freezer Refrigerator.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
I	John Muir Land Trust	non-profit	Pacheco Marsh Outdoor Education	(a) public education	Central County	$14,636.00	$7,886.00	This is a request for funds to support school field trips to Pacheco Marsh, where students will engage in hands-on learning about wetland ecology, native species, and the importance of conservation. Grant funds will be used for bus transportation, binoculars, spotting scope, miscellaneous supplies, and a stewardship manager. <u>Project Schedule:</u> Planning: Winter - Spring 2026 Programming: Spring - Summer 2026	This project meets the requirements of Section 13103(a) public education. The project fosters environmental awareness and stewardship among youth and provides meaningful outdoor learning experiences for local students, helping them understand wetland ecology, native species, and habitat restoration at Pacheco Marsh. Partial funding is recommended and may only be used for bus transportation, binoculars, a spotting scope, and miscellaneous supplies, and may not be used to fund a stewardship manager.
J	Save Mount Diablo	non-profit	Tracking Kestrel Re-Population on Mount Diablo, Year 2	(e) habitat improvement (i) scientific research (n) other expenditures, approved by the department **CDFW confirmed in 2025 that this project is eligible to receive funds under FGC Sections 13103 (e), (i) and (n).	Countywide	$5,680.24	$5,680.24	This is a request for funds to continue the project that began in 2025 with a grant from the CCC Fish and Wildlife Propagation Fund to expand nest box location and data gathering for kestrels. In 2026, SMD proposes to further expand the nest box area, in three new and/or expanded sites, to support more population expansion, to further evaluate overall nest box usage and best locations for boxes, and to also evaluate for possible impacts of avian influenza. Grant funds will be used for two research interns, additional WIFI bluetooth trail cameras for Curry Canyon, Schwendel Ranch and Youngs Canyon, lithium batteries, SD cards and materials for nest boxes. <u>Project Schedule:</u> A schedule was not provided.	This project meets the requirements of Sections 13103(e) habitat improvement, (i) scientific research and (n) other expenditures, approved by the department. Building on prior success, the project will expand nest box installation and data collection to support kestrel population recovery and evaluate potential impacts of avian influenza. Full funding is recommended for two research interns, additional WiFi Bluetooth trail cameras for Curry Canyon, Schwendel Ranch and Youngs Canyon, lithium batteries, SD cards, and materials for nest boxes.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
K	KIDS for the BAY	non-profit	Watershed Action Program	(a) public education (e) habitat improvement	West County 66% East County 34 %	$8,400.00	$8,400.00	This is a request for funds to support their Watershed Action Program to engage eight elementary school classes, including 200 students, their teachers and families, in under-resourced schools in Contra Costa County, in hands-on watershed education and stewardship. Grant funds will be used for field trip bus transportation. <u>Project Schedule:</u> Funds will be used during the 2025–2026 school year and spent by May 2026.	The project meets the requirements of Section 13103 (a) public education and (e) habitat improvement. Students will discover wildlife in unique aquatic environments, explore and investigate like scientists, and make personal connections with nature. Students will learn about their local watershed and wildlife through hands-on activities that encourage curiosity, environmental awareness, and responsible actions in their daily lives. Full funding is recommended for field trip bus transportation.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
L	Mira Vista Field Stewardship Committee The Watershed Project	non-profit	Mira Vista Field Restoration Project	(e) habitat improvement	West County	$12,740.00	$11,960.00	This is a request for funds from the Mira Vista Field Stewardship Committee, in partnership with The Watershed Project, to restore Mira Vista Field, an 8-acre site in urban West County, to native serpentine grassland. Grant funds will be used for restoration tools, updated plans, and public outreach to enhance ongoing efforts and provide nature study opportunities for local students. Items to be purchased include hand tools, string trimmers, mowers, stakes, flagging, exclusion fencing, “habitat restoration area” signs, bobcat rental, refurbishing a bulletin board, installing entrance signage, website hosting, printing postcard handouts and an updated restoration guide, as well as food and beverages for a public outreach and volunteer appreciation event. <u>Project Schedule:</u> The project would be completed within one year of grant approval.	This project meets the requirements of Section 13103(e) habitat improvement. The project will restore neighborhood serpentine grassland open space, including localized seeps and springs, protect native plant species and wildlife, and improve wildfire resilience in an area adjoining a high-risk zone. The project provides educational opportunities for schoolchildren, educates the public about the importance of wildland spaces within urbanized areas, and promotes community connections and involvement. Partial funding is recommended as outlined in their expanded budget, provided on August 21, 2025, which includes hand tools, string trimmers, mowers, stakes, flagging, exclusion fencing, “habitat restoration area” signs, bobcat rental, refurbishing a bulletin board, installing entrance signage, website hosting, printing postcard handouts, an updated restoration guide, and food and beverages for a public outreach and volunteer appreciation event; and may not be used for sign design.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
M	Marine Science Institute	non-profit	2026 Delta Discovery Voyage Program	(a) public education	Central County 48% East County 52%	$5,096.00	$0.00	This is a request for funds to support the 2026 Delta Discovery Voyage program, which provides hands-on, Next Generation Science Standards (NGSS) - aligned science education to approximately 3,700 Contra Costa County 5th graders aboard MSI's research vessel. The program fosters student understanding of the Sacramento-San Joaquin River Delta ecosystem, promotes environmental stewardship, and supports local teachers with curriculum and resources. Grant funds will be used for supplies (buckets, fish keys, vinyl posters, otter trawl net, hand nets, net plankton, and vials), vessel and vehicle fuel, and marina fees. <u>Project Schedule:</u> January 2026 - May 2026 **MSI requests that if the final approval of this grant takes place in 2026, that they may be reimbursed retroactively to allow them to purchase supplies in December, before the voyages begin in January.	Although a valuable project, the Committee does not recommend funding because the grant applicant has already received multiple grants to support the operation of this program. The Committee prefers not to provide funding for ongoing program expenses in order to avoid creating dependence on grant funds.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
N	Mt. View Sanitary District	government	Moorhen Marsh & the MVSD Wetlands Education Program	(a) public education (e) habitat improvement	Central County	$53,769.00	$9,461.00	This is a request for funds for a water circulation improvement project in Moorhen Marsh and a wetlands educational program. Grant funds will be used for wetlands student booklets, animal specimens (otter, beaver, mallard, muskrat), field trip supplies (dip nets, water quality testing, etc.), stainless steel LTC fine bubble aeration discs with compressors, solar generator and power station, and aeration supplies (tubing, cables, etc.) <u>Project Schedule:</u> January 2026 - December 2026	This project meets the requirements of Section 13103(a) public education and Section 13103(e) habitat improvement. The Wetlands Education Program provides hands-on experiences for Contra Costa County elementary students, including exploring Moorhen Marsh, dip-netting aquatic animals, touring MVSD's treatment plant to learn about water treatment and pollution prevention, observing wildlife, and studying ethically sourced animal specimens. Partial funding is recommended for wetlands student booklets, animal specimens (otter, beaver, mallard, muskrat), and field trip supplies such as dip nets and water quality testing equipment; and may not be used for the water circulation improvement project, including stainless steel LTC fine bubble aeration discs with compressors, the solar generator and power station, or aeration supplies (tubing, cables, etc.).

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
O	The Watershed Project	non-profit	Steelhead Trout Protection Research Project	(a) public education (e) habitat improvement	West County	$13,405.00	$12,205.00	This is a request for funds from The Watershed Project (TWP). They will partner with the John Muir Chapter of Trout Unlimited (JMTU), who also submitted an application (see below) on a 2026 Fish Barrier Assessment in Wildcat Creek, identifying barriers that limit trout migration and steelhead access to lower watershed habitat. TWP will lead work in the lower watershed, monitoring water temperature and connectivity, conducting trash cleanups, and providing public education. Grant funds for this application will support fish barrier assessment, lab fees, water connectivity, WQ monitoring, trash cleanup items, trash monitoring items, public education materials, safety items, accounting services, and liability insurance. <u>Project Schedule:</u> February 2026 - January 2027	This project meets the requirements of Section 13103(a) public education and Section 13103(e) habitat improvement. The project led by The Watershed Project in partnership with the John Muir Chapter of Trout Unlimited will monitor water temperature and connectivity, assess fish barriers, conduct trash cleanups, and provide public education in the lower watershed of Wildcat Creek. Partial funding is recommended for fish barrier assessment, lab fees, water connectivity monitoring, water quality monitoring, trash cleanup and monitoring items, public education materials, and safety items, as listed in the grant application and supplemented with the additional itemized breakdown of water connectivity and WQ monitoring provided on August 29, 2025; and may not be used for accounting services or liability insurance.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
P	John Muir Chapter of Trout Unlimited	non-profit	Upper Wildcat Creek Habitat and Fish Passage Barrier Study	(e) habitat improvement	West County	$5,755.00	$5,755.00	This is a request for funds from the John Muir Chapter of Trout Unlimited (JMTU). They will partner with The Watershed Project (TWP), who also submitted an application (see above) on a 2026 Fish Barrier Assessment in Wildcat Creek, identifying barriers that limit trout migration and steelhead access to upper watershed habitat. JMTU will lead work in the upper watershed, conducting fish passage evaluations and monitoring water temperature and dissolved oxygen, while collaborating with TWP to standardize methods, equipment, training, and data documentation. Grant funds will support barrier assessment work and water quality monitoring in the upper watershed and will be used to purchase Onset DO Sensor Caps, Onset DO Sensor Batteries, a Spherical Crown Densiometer, a laser level, a staff gauge, and measuring tapes. <u>Project Schedule:</u> March/April 2026 - December 2026 **The applicant requests an exception to the grant funding cost reimbursement requirement due to financial hardship. Please refer to the grant application for the applicant's statement of financial hardship.	This project meets the requirements of Section 13103(e) habitat improvement. The project, led by the John Muir Chapter of Trout Unlimited in partnership with The Watershed Project, will provide direct benefits to anadromous fish species by improving understanding of spawning and rearing conditions and identifying necessary interventions to support fish passage improvements. Short-term benefits include restoring the range of the upper Wildcat resident trout population, while longer-term benefits aim to restore historic steelhead runs. Full funding is recommended for Onset DO Sensor Caps, Onset DO Sensor Batteries, a Spherical Crown Densiometer, a laser level, a staff gauge, and measuring tapes. The Committee also recommends approval of the applicant’s request for an exception to the grant funding cost reimbursement requirement due to financial hardship.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
Q	Wildcat Canyon Community School	school	Habitat Restoration and Ecological Education for Future Generations	(a) public education (e) habitat improvement	West County	$5,250.00	$5,250.00	This is a request for funds to continue restoring native habitat on their 91-acre campus and expand a native ecosystem teaching garden. Building on 2023 restoration work funded by a previous Fish and Wildlife Propagation Fund grant, this project will add resilient native trees and wildflowers, protected from gophers and deer. Students from preschool to 8th grade will engage in hands-on restoration and outdoor learning. Grant funds will be used for native trees, native wildlflower seeds, gopher cages, welded wire fencing, t-posts and plant labeling materials. <u>Project Schedule:</u> January 2026 - December 2026 **The applicant requests an exception to the grant funding cost reimbursement requirement due to financial hardship. Please refer to the grant application for the applicant's statement of financial hardship.	This project meets the requirements of Section 13103(a) public education and (e) habitat improvement. The project will continue the restoration of native wildlife habitat on the 91-acre Wildcat Canyon Community School campus, which borders Wildcat Canyon Regional Park and supports diverse wildlife including deer, coyotes, rabbits, and hawks. The project will engage students and community volunteers in restoring disturbed hillsides and creating a native ecosystem teaching garden, fostering environmental stewardship and understanding of the benefits of native plants. Full funding is recommended for native trees, native wildflower seeds, gopher cages, welded wire fencing, t-posts, and plant labeling materials. The Committee also recommends approval of the applicant’s request for an exception to the grant funding cost reimbursement requirement due to financial hardship.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
R	Worth a Dam	non-profit	The Water Guardians/Aqua Squad	(a) public education	Central County	$895.00	$895.00	This is a request for funds to support an educational activity that teaches children about the critical role beavers play in maintaining healthy waterways. Through interactive exhibits, children learn how beaver dams improve water quality, reduce erosion, and recharge groundwater. Participants collect stickers at four stations to earn a beaver-themed necklace and complete a quiz to reinforce learning. The program includes a large chalk mural illustrating beaver benefits, created by a local artist. Grant funds will be used for materials to support the activity and artist supplies which include water attributes cards, small sticker books, location map festival brochures, attribute graphics, mini glass bottles w/eye and cork, beaver charms, cotton waxed cord and chalk pastels. <u>Project Schedule:</u> The event date is to be determined.	This project meets the requirements of Section 13103(a) public education. The activity teaches children about the vital role of beavers in maintaining healthy waterways. Through interactive exhibits, participants learn how beaver dams improve water quality, reduce erosion, and recharge groundwater showing the importance of species that instinctively protect this critical resource. The project encourages environmental awareness and stewardship in a creative, hands-on way. Full funding is recommended for materials and artist supplies, including water attribute cards, small sticker books, location map festival brochures, attribute graphics, mini glass bottles with eye and cork, beaver charms, cotton waxed cord, and chalk pastels.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
S	Sierra Club Delta Group of the Sierra Club SF Bay Chapter	non-profit	Marsh Creek Stewards: Education, Engagement, and Habitat Action	(a) public education (d) Breeding, raising, purchasing, or releasing fish (n) other expenditures, approved by the department * *CDFW has confirmed this project is eligible to receive funds under FGC Section 13103 (a), (d) and (n)	East County	$13,000.00	$0.00	This is a request for funds for a locally focused pilot project to improve native Chinook salmon survival and success in Marsh Creek through habitat restoration, classroom salmon-rearing programs, educational signage, and volunteer creek monitoring. Grant funds will be used for aquarium kits, signage, cleanup gear, youth waders, printed materials, engagement tools, and interns. <u>Project Schedule:</u> Project will begin upon funding approval. Full completion by January 2027. **The applicant requests an exception to the grant funding cost reimbursement requirement due to financial hardship. Please refer to the grant application for the applicant's statement of financial hardship. This application was received approximately one hour after the deadline due to laptop issues.	The application was withdrawn.

	Organization	Type of Org	Project Title	Type of Project	Location of Project	Requested Funding Amount	Recommended Funding Amount	Staff Summary of Request	FWC Rationale for Recommendation
T	Earth Team	non-profit	Water Quality Monitoring in Contra Costa Watersheds	(a) public education (e) habitat improvement	East County 50% West County 50%	$5,000.00	$5,000.00	This is a request for funds to acquire dedicated water quality monitoring equipment to support Earth Teams' ongoing high school internship programs across multiple Contra Costa County watersheds. 56 paid interns at Antioch, Pittsburg, Richmond, and Pinole high schools will conduct water quality and benthic macroinvertebrate surveys, invasive species removal, and native plant restoration at sites in 2025-26. Grant funds will be used to purchase water quality equipment and supplies including: YSI EcoSense meters, Vernier Go Direct sensors, calibration solutions, backup probes and cases. Project Schedule: September 2025 - May 2026 This application was originally received prior to the deadline. The applicant explained that formatting and PDF conversion issues caused the application to exceed the page limit, so they resubmitted a revised version the following business day to comply with requirements.	This project meets the requirements of Section 13103(a) public education and (e) habitat improvement. The project will engage high school interns in hands-on research, data collection, and native vegetation work at sites across multiple Contra Costa County watersheds. Acquiring dedicated equipment will support fieldwork and reduce logistical challenges. Full funding is recommended to purchase water quality equipment and supplies, including YSI EcoSense handheld meters, Vernier Go Direct sensors, calibration solutions, backup probes, and cases, as further detailed in their supplemental Spending Plan provided on September 8, 2025.
					Total	**$281,662.08**	**$148,500.08**		
			Total Available Funds as of August 13, 2025			**$579,995.18**			
					Remainder	**$298,333.10**	**$431,495.10**		

Subtotals By Region	Requested Funding Amount	Percentage of Total Amount Requested	Recommended Funding Amount	Percentage of Total Amount Recommended for Approval
East	$85,623.92	30.40%	$27,052.00	18.22%
West	$45,194.00	16.05%	$40,714.00	27.42%
Central	$95,809.00	34.02%	$25,698.92	17.31%
Countywide	$55,035.16	19.54%	$55,035.16	37.06%
TOTAL	$281,662.08	100.00%	$148,500.08	100.00%

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-366 **Agenda Date:** 11/4/2025 **Agenda #:** C.2.

To: Board of Supervisors

From: Grant Colfax, Health Services Director

Report Title: Council on Homelessness "Homelessness Awareness Month" Presentation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ACCEPT presentation recognizing November 2025 as Homeless Awareness Month by the Chair and Vice Chair of the Council on Homelessness; ADOPT a resolution declaring November as Homelessness Awareness Month, and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month in Contra Costa County; and ADOPT a resolution declaring December 21st as Homeless Persons' Memorial Day in Contra Costa County.

FISCAL IMPACT:
There is no fical impact for this action.

BACKGROUND:
November is National Homelessness Awareness month and Youth Homelessness Outreach, Prevention, and Education (HOPE) month. 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;

1) A Homelessness Awareness Toolkit to support engagement on the issue of homelessness through education, advocacy, and service (<https://drive.google.com/drive/folders/1f_x2447DMe8VybeqfuozY6gspKLX3UC1?usp=drive_link>)

2) Recognizing and hosting a reception on 11/4 to celebrate nearly 100 people, projects and businesses who have made an impact on the lives of people facing homelessness (Register for the event at <https://forms.office.com/g/xQMNUsYVdx>. See full slate of recognized parties attached to the packet)

3) A training on Adultism presented by the Youth Action Board on 11/10 (Register: <https://homebaseccc.zoom.us/meeting/register/tZMpf-Crqj0vG9T2WvrbPE_50eD1xJZArPV4>)

4) Cohosting a Homeless Persons' Memorial Day event with Contra Costa Crisis Center, NAMI Contra Costa and SoS Richmond on Friday, December 19th (Register for event here: <https://forms.gle/xUwFRUoLefe8L7y76>)

5) Asking the Board of Supervisors to adopt two resolutions naming a) November as Homelessness Awareness Month and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month and b) December 21st as Homeless Persons' Memorial Day.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not taken, there will not be a much public awareness regarding the issue of homelessness in Contra Costa County.

IN THE MATTER OF declaring November Homelessness Awareness and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month

WHEREAS, November is recognized nationally as Homelessness Awareness Month, and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month, a time to acknowledge the challenges faced by adults, youth and young adults, and families experiencing homelessness and to mobilize community-wide efforts toward lasting solutions; and

WHEREAS, 14,245 individuals accessed homeless services in Contra Costa County in 2024-an increase of 40% from 2020, underscoring systemic housing challenges; and

WHEREAS, homelessness in Contra Costa County is driven primarily by the lack of affordable housing, with 32,296 low-income renter households in Contra Costa County not having access to an affordable home in 2024; and

WHEREAS, according to The Opportunity to Change: A Community Needs Assessment for Youth and Young Adult Homelessness, an estimated 13,506 young people are experiencing homelessness in Contra Costa County, driven by factors such as aging out of foster care, family conflict, a lack of affordable housing, and systemic disparities including racism, homophobia, and transphobia; and

WHEREAS, renters needing to earn $45.50per hour-more than 2.5 times the City of Richmond's minimum wage-to afford the average monthly rent of $2,366; and

WHEREAS, in 2025 in Contra Costa County, there were only 3,787 temporary and permanent housing beds for persons experiencing homelessness, a stark shortfall compared to the scale of need across our communities; and

WHEREAS, Contra Costa County's 34% increase in temporary and permanent housing beds over the past two years reflects a sustained commitment to expanding shelter and housing solutions; and

WHEREAS, racial disparities persist, with Black/African American/African households and people with Multiple Races were over-represented in the CoC relative to the county population (4x and 3x, respectively); and

WHEREAS 63% of unsheltered people surveyed as part of Contra Costa's 2025 Point in Time Count experienced being made to move by city workers or law enforcement within the past year; and

WHEREAS research shows that criminalizing homelessness worsens the crisis and deepens existing racial inequities and

WHEREAS, since 2020, Contra Costa has seen an 79% increase in households with minor children, a 69% increase in seniors aged 65+, and a 53% increase in Transition Aged Youth (ages 18-24) accessing homeless services; and

WHEREAS, the Contra Costa Continuum of Care unites over 50 organizations, jurisdictions, and individuals

committed to preventing and ending homelessness through coordinated housing, health, and support services; and

WHEREAS, Contra Costa Continuum of Care is committed to promoting evidence-based practices like Harm Reduction and Housing First to achieve permanent housing outcomes for the most vulnerable in our community;and

WHEREAS, the Youth Action Board, composed of youth and young adults (YYA) with lived experience of homelessness in Contra Costa County, is actively leading and amplifying the voices of YYA, informing the Contra Costa Continuum of Care, and providing leadership and guidance in collaboration with community stakeholders to end YYA homelessness; and

WHEREAS, the Council on Homelessness, staffed by Contra Costa Health, serves as both an advisory body to the Board of Supervisors and the planning entity for the Continuum of Care, welcoming public engagement and collaboration.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby proclaims November 2025 as Homelessness Awareness Month and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month in Contra Costa County.

BE IT FURTHER RESOLVED that the Board affirms its commitment to building and sustaining a well-resourced, coordinated, and equity-driven Continuum of Care that meets the complex needs of people experiencing homelessness.

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF naming December 21, 2025 National Homeless Persons' Memorial Day

In recognition of the lives lost and the ongoing crisis of homelessness, the Contra Costa Board of Supervisors seeks to honor the memory of those who died without housing and to recommit to lasting solutions that affirm dignity, health, and housing for all.

WHEREAS, December 21, 2025 marks the first day of winter and the longest night of the year, symbolizing the

hardships faced by individuals living without shelter; and

WHEREAS, the National Coalition for the Homeless and the National Health Care for the Homeless Council have designated December 21, 2025 as National Homeless Persons' Memorial Day; and

WHEREAS, 14,245 individuals accessed homeless services in Contra Costa County in 2024-an increase of 40% from 2020, underscoring systemic housing challenges; and

WHEREAS, homelessness increases risk of illness, injury, and premature death, with non-elderly homeless individuals facing a mortality rate 3.5 times higher than their housed peers-comparable to housed individuals two decades older in age; and

WHEREAS, in 2024, the Contra Costa Coroner reported 76 people experiencing homelessness who died during calendar year 2024, a 33% decrease from 2023; and

WHEREAS, drug and alcohol-related accidental deaths represented the highest cause of mortality in this group, followed by natural causes and other accidents; and

WHEREAS, cuts to Medicaid will disproportionately impact people experiencing homelessness, making it more difficult to access the broad range of care needed to maintain their health, engage in employment, and achieve housing; and

WHEREAS, Contra Costa County calls on government agencies, faith communities, business leaders, nonprofit organizations, and residents to recognize the urgent need to address homelessness through sustained collaboration, compassion, and advocacy; and

WHEREAS 63% of unsheltered people surveyed as part of Contra Costa's 2025 Point in Time Count experienced being made to move by city workers or law enforcement within the past year; and

WHEREAS, the Council on Homelessness, serving as both an advisory board to the Board of Supervisors and the planning body for the Continuum of Care, coordinates the county's strategy toward ending homelessness and encourages active community participation; and

WHEREAS, the Health, Housing, and Homeless Services Division of Contra Costa Health is committed to making homelessness rare, brief, and non-recurring through an integrated system of housing and support; and

WHEREAS, a 'Homeless Persons Memorial <https://forms.gle/yLVppZ6pvMEqvFzH9> event will be held on Friday, December 19, 2025 coordinated by Contra Costa Council on Homelessness, NAMI Contra Costa and Safe Organized Spaces Richmond, offering space to honor lives lost; and

WHEREAS, by gathering in remembrance and solidarity, the community can affirm its commitment to meaningful change and honor the humanity of every neighbor lost to homelessness;

NOW, THEREFORE, BE IT RESOLVED That the Contra Costa Board of Supervisors hereby declares December 21, 2025 as National Homeless Persons' Memorial Day in Contra Costa County-to honor those who

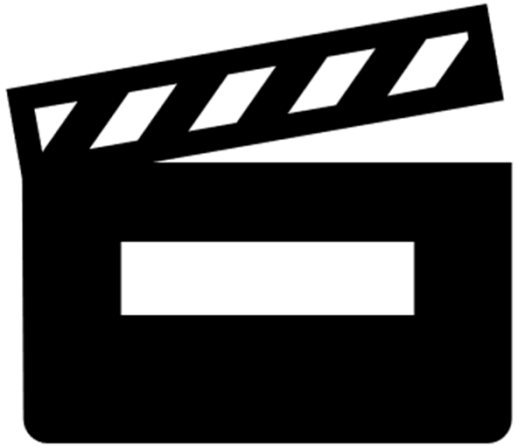
have died without shelter, to encourage collective reflection and engagement, and to strengthen our commitment to housing solutions rooted in dignity, equity, and hope.



HOMELESSNESS AWARENESS MONTH AND YOUTH HOMELESSNESS OUTREACH, PREVENTION, AND EDUCATION (HOPE) MONTH 2025

INTRODUCTIONS

Nicole Green, *Chair & Reentry Representative*
Juno Hedrick, *Vice Chair & Lived Experience Advisor*
Leon Saelee, *Youth Action Board Lead*



HOMELESSNESS AWARENESS MONTH VIDEO

HIGHLIGHTS



TOOLKIT



RECOGNITIONS



RESOLUTIONS

TOOLKIT



LEARN



ACT



CELEBRATE

RECOGNITIONS



Outstanding Volunteer (16)



Outstanding Housing Provider (13)



Outstanding Partnership (45)



Phoenix Rising (17)

EVENTS

Honoree Reception

- Tuesday, 11/4 from Noon – 1:30 pm

Youth Action Board Training on Adultism

- Monday, November 10th, 10 am - Noon

Register

Homeless Person's Memorial Event

- Friday, 12/19 from 11:00 am – 1 pm
- HYBRID: Antioch

Register for event
Submit names to be read

Check Toolkit for more!

RESOLUTIONS

Homelessness Awareness Month and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month
(November)

Homeless Persons' Memorial Day (December 21st)

HAM RESOLUTION

•Reason for ask

- November is nationally designated month
- 40% increase in people accessing homeless services
- 53% increase in Transition Aged Youth (ages 18–24)

•Challenges

- Lack of affordable housing and shelter
- Racial inequities
- Criminalization of homelessness

•Successes

- 34% increase in temporary and permanent housing beds
- Active Youth Action Board
- Strong network of 50+ partners

MEMORIAL RESOLUTION

•Reason for ask

- December 21st is national Homeless Persons' Memorial Day

•Issue

- Homelessness increases risk of illness, injury, and premature death
- Coroner reported 76 people experiencing homelessness died in 2024
- Cuts to safety net put more people at risk

•Successes

- 33% decrease in deaths from 2023 to 2024.
- Community-led memorial event

THANK YOU!

2025 HOMELESSNESS AWARENESS MONTH

Homeless Awareness Month Toolkit

This November, join the Contra Costa Council on Homelessness and Contra Costa Health in recognizing Homelessness Awareness Month.

Explore our easy-to-use toolkit to:

LEARN

Learn about homelessness in Contra Costa County

ACT

Act by attending events, volunteering or donating

CELEBRATE

Celebrate the people and projects making a difference

Download the toolkit

CONTRA COSTA HEALTH

Contra Costa Continuum of Care

Outstanding Housing Provider Recognitions

As part of Homelessness Awareness Month (November), the Contra Costa Council on Homelessness wants to recognize those landlords, property management companies, and other housing operators that create permanent housing opportunities for people at risk of or experiencing homelessness in Contra Costa County through the Outstanding Housing Provider category. Outstanding efforts towards providing permanent housing opportunities for people at risk of or experiencing homelessness can be demonstrated in a number of ways including length of time involved in providing units/rooms; Number of units/rooms; and/or; quality of units/rooms rented Person or company must rent units/rooms in Contra Costa County to people at risk of or experiencing homelessness. This may include shared housing, sober living environments, recovery housing, board and cares, halfway houses and transitional housing.

Nominees

1. **Joyce Lao**
2. **Joyce Lao**
3. **Joyce Lao**
4. **Joyce Lao**
5. **Joyce Lao**
6. **Joyce Jingjing Lao**
7. **Jyoti & Sumer Desai**
8. **Mei Lei and John Sommer**
9. **Robert Linhart**
10. **Ryan Domingue (all Oxford House House Managers) and Rachel Domingue**
11. **Shah (Shahrooz) Wadpey**
12. **Stephanie Bergin**
13. **Tiffany Powell**

The following pages contain descriptions of each nominee as provided by the person (s) who nominated them

Joyce Lao

Nominated by: Kevin Keow, Renter

Supervisorial District of Nominee: District 1

Reason for nomination:

I have been in this program twice now and I have got to say that programs like this does help out a lot to homeless people.me as for myself it has lifted my spirit and hope up in many ways and I'm a second affender to this program.from the streets that I came from it took me time to adjust my way back to a normal living environment I wasn't used to having a room nor to mention a roof over my head with out no supervision watch.i have to thank God for making this happen and my landlord for given me a second chance to start a new life sober.

There's a big difference from the time that I was homeless I felt like I was worthless and couldn't fit in with society like a normal person could that people wouldn't talk to or approach me and the feeling of being single out because it I was homeless in the streets label as the dirty filthy bad guy straggling around lost in the streets but when I seemed for help I Started to see the light and cleaned myself up ate better, slept better, dressed better and start to self a different person in the mirror and fitted right back into society and a normal person and meet new people and got hired for a job and got my life back on track

I appreciate these programs very much and I hope that they would expand and have more program for us it also help us from staying off the streets.we all have good in us but some time when the tough times come up some tend to fall down and just give up and never get back up again.so I thank u guy so very much and God bless u all in the organization

Joyce Lao

Nominated by: joyce jingjing lao, self

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Since November 2024, Joyce Jingjing Lao, through Nova Vita LLC, has provided a safe and supportive housing environment for nearly 70 individuals seeking stability and change. Over the past 9 months, her program has offered 22 clean, stable, and well-managed rooms to individuals and families facing homelessness in Contra Costa County. While her organization is still less than a year old, Joyce's impact has been substantial. She not only provides physical shelter but also creates a supportive, structured community where people can rebuild their lives. Her emphasis on quality housing, clear rules, and a respectful, person-centered approach ensures that residents feel both supported and accountable. Even during late pregnancy and shortly after giving birth, Joyce continued to personally visit the houses at least three times per week, speaking with residents, listening to their concerns, and offering encouragement.

Joyce's work goes beyond simply providing rooms—she builds a community where residents can experience dignity, accountability, and belonging. She often tells them: "This is my house, but it is your home. I want you to feel at home here. At the same time, because this is my house, everyone needs to follow the rules." She also reminds residents that making mistakes is understandable, as long as they are willing to learn and change. What she encourages them to avoid is repeating the same mistake over and over—"Don't keep falling in the same place," she often tells them. This message has given many residents the courage to keep trying, to take responsibility, and to believe that change is possible. Since November 2024, nearly 70 residents

have lived at Nova Vita homes. Some have moved on to higher levels of care, others have successfully found employment and moved out, and some, after finding work, have chosen to stay because they value the supportive family-like environment. Today, about 30 residents continue to live in Nova Vita housing, actively working on personal change and stability.

Joyce Jingjing Lao demonstrates extraordinary commitment to her residents and to the community. She creates housing that is not just shelter but a true home—a place where individuals can recover, grow, and prepare for long-term stability.

Joyce Lao

Nominated by: Kelly Deegan, Tenant

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Joyce has a special way about her, she not only connects with each of her tenants personally, she provides a safe and secure home for her tenants. By doing so it creates positive foundations for successful futures! I was able to LOVE myself again! There are not enough hours in a day for me now where as before there were too many! Thank you Joyce for providing what I needed to become the woman I so longed to be!

What separates Joyce blouse homes from the rest of Contra Costas program housing is that she genuinely cares about the homeless community

Joyce Lao

Nominated by: Maria V Cortes, Tenant

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

She goes above and beyond to help and make sure people who meet the criteria our able to be helped in her units or houses in a safe manner.

I feel speaking for myself and family that is very grateful for opening her doors to her sober living homes . For being able to feel safe and living clean and sober having a place of my own to utilize and stay positive it's a Blessing

I 'm thankful today for making the right choices in life and staying focused and motivated to achieve my goals and dreams. With the Grace of my higher power having a place of my own couldn't do it with a second chance thanks to Joyce Lao

Joyce Lao

Nominated by: Lance Johnson, Tenant

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Joyce is quick to respond to requests and is a pleasure to engage with.

In our household we all highly value Joyce as she is considerate of each of our needs and able to take that information and have us all work together.

I highly recommend Joyce to anyone that is in need of housing placement. Her housing environment is safe, clean and nurturing.

Joyce Jingjing Lao

Nominated by: Wilanda Hughes

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Nova Vista LLC - has provided 14 transitional housing beds and 3 permanent housing for justice-impacted individuals since February 2025, who were facing homelessness. The individual participant values the work of the nominee by having a safe residence to call home.

Nova Vista LLC's commitment to accessibility is one of the cornerstones of our housing programs. Nova Vista has established a network of housing locations throughout Contra Costa and Solano counties, enabling us to offer immediate and same-day placement for those in need. At times, being able to secure transitional housing within 24 hours of release is highly valued by justice-impacted individuals, as it provides a critical bridge to stability and safety.

Clients have expressed a strong sense of security and belonging while residing at Nova Vista LLC.

Jyoti & Sumer Desai

Nominated by: Marjorie Oliver, Partner

Supervisorial District of Nominee: District 3

Reason for nomination:

Jyoti and Sumer Desai, owners of the Executive Inn, have made an extraordinary contribution to ending homelessness in Antioch by offering their property to house unhoused residents through the City's Opportunity Village program. Their current commitment provides temporary housing for 37 individuals and 23 canine companions from the Devpar Encampment for a two-year period.

This marks their second time partnering with the City. Their first effort lasted three years and led to remarkable outcomes—many residents transitioned into permanent housing, employment, and greater stability. The Executive Inn is not only functional but welcoming, with its vibrant bougainvillea and inviting atmosphere offering a true sense of home.

The Desais' sustained generosity and commitment have created a vital bridge from homelessness to hope, making them invaluable partners in the region's housing solutions.

The Executive Inn, through the Opportunity Village program, has transformed the lives of unhoused residents from the Antioch Devpar Encampment by offering safe, dignified temporary housing and a pathway to permanent stability. Residents now have a beautiful space to call home—where they can sleep, shower, and live with their pets—while receiving meals, laundry access, transportation to medical appointments, and critical support services.

Thanks to the generosity of Jyoti and Sumer Desai, owners of the Executive Inn, and the collaboration of partners like the Housing Consortium of the East

Bay (HCEB), Hope Solutions, Loaves and Fishes, White Pony Express, and the CORE Team, residents are connected to case management, rapid rehousing, and daily nourishment. This collective effort has restored hope not only to the individuals served but also to the broader community, who see this as a model of compassion and impact.

The Desais' commitment is deeply valued by service providers, city leaders, and community members alike, who recognize that their work is not just about shelter—it's about dignity, opportunity, and lasting change.

Mei Lei and John Sommer

Nominated by: Brittany Grenier, Work with this provider in the community!

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

The JMS recovery homes provides our reentry parolees a place to come home. Thy are treated with dignity and respect. It's a beautiful home were the men feel confident .

They understand through there own lived experience what it feels like to come home from being in prison and allow the men to make this place a home, not just a halfway house.

Robert Linhart

Nominated by: Jim Becker, Colleague

Supervisorial District of Nominee: District 1

Reason for nomination:

RCF Connects would like to recognize landlord Robert Linhart for his partnership with our Housing First and ERF2 programs. He has provided housing for formerly unhoused residents since 2023. The housing units are of good quality, and he rents one two and three bedroom apartments and single family homes. He currently provides 27 housing untis for individuals and families.

Robert Linhart actively works with us to make sure that residents take up key services to help them move forward. He maintains strong communication with us so that we can address issues and celebrate successes. He also participates in our Stand on Your Feet and other events with his residents to help them feel supported.

He continues to add the housing units to the available pool so that more people can be served.

Ryan Domingue (all Oxford House House Managers) and Rachel Domingue

Nominated by: Wilanda Hughes, none

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Oxford House has provided transitional and permanent housing to participants to decrease homelessness affecting participants battling substance abuse through recovery. The last three years we have worked with several Oxford Houses such as - Summer, The Pond, Remedy, and Cinelli providing transitional and permanent housing to about 10-12 participants on average in a calendar year.

The Oxford House program goes beyond simply treating addiction by recognizing that a stable living environment is essential for long-term recovery. Their work to provides a safe, sober, and supportive residential setting to help remove barriers to recovery and provide a foundation in which other issues can be addressed.

By creating an environment where participants can connect with others on a similar journey, they have helped to reduce the isolation and stigma often associated with both homelessness and addiction.

Shah (Shahrooz) Wadpey

Nominated by: Bill Jones, Tenant (Hope Solutions) in master leased PSH units

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Shah Wadpey has master leased units to Hope Solutions' permanent supportive housing programs since 2016. He leases a total of 10 units that house 17 Hope Solutions clients who were chronically homeless and face a range of disabling conditions. Shah is a landlord who provides high quality, well-maintained units to his tenants/subtenants. He also treats Hope Solutions clients and staff with consistent kindness and respect, maintaining a willingness and openness to all clients that is commendable. When he has had work opportunities for which Hope Solutions clients may be eligible, he has also freely offered those opportunities.

Shah has maintained a steady partnership with Hope Solutions through a range of challenges our clients have faced while living in his units. He is consistently willing to roll up his own sleeves to partner with us when maintenance issues arise, and he demonstrates a responsiveness to Hope Solutions clients that shows he understands their challenges while respecting their strengths. Our clients who have had occasion to interact with him have told us they view him as a good and kind person, and they like the units in which they make their homes. For clients in permanent housing situations, being able to live long-term in a quality unit has a direct positive impact on their quality of life and stability.

Stephanie Bergin

Nominated by: Latanya Johnson, Housing provider who has and continues to work with Caminar clients

Supervisorial District of Nominee: District 4

Reason for nomination:

Stephanie, a landlord in Contra Costa, has provided housing to 4 families through the county's Bringing Families Home program run by Caminar and is committed to working with the program to house more clients. She also works with the City of Concord Rapid Rehousing program and clients working with GROW Concord.

Tiffany Powell

Nominated by: Tanya Jacobs, Collaborating Agency

Supervisorial District of Nominee: District 1

Reason for nomination:

Glo's Independent Living, LLC continues to bridge the gap with the underserved communities who experience minimal supports while in their needs of transitions. They have provided affordable and supportive housing resources to community members to ensure they have a safe and stable housing environment.

Glo's leadership team is passionate, patient and consistent with providing care to their community members. Their residents values their work and supports the efforts to continue to main stream a safe, living environment.

The leadership team is resilent and lived experience of providing care to their community.

Outstanding Partnerships Recognitions

As part of Homelessness Awareness Month (November), the Contra Costa Council on Homelessness wants to recognize partnerships that support people at risk of or experiencing homelessness through the Outstanding Partnership category. Partnerships can be with/between government agencies, nonprofits/CBOs, advocacy groups, faith organizations, individuals (including those facing homelessness), and businesses. The partnership must support people facing homelessness in Contra Costa County in some way, but does not have to only serve people experiencing homelessness.

Nominees

1. **C4SI - Capitalists for Shared Income Project**: C4SI - Capitalists for Shared Income and Trinity Center
2. **Community Supports Program**: Staff at Contra Costa Public Health Community Supports Program
3. **CCH: CORE Mobile Outreach Community-wide Partnership**: Kenneth Humphrey, CCH's CORE mobile outreach program, City of Concord, Contra Costa Public Works, CCH: Health Care for the Homeless, CalAIM providers, and local shelters
4. **CCH: CORE Mobile Outreach/SOS Richmond Partnership:** Tanya Ruscigno, O'Neill Fernandez, CORE Mobile Outreach and SOS Richmond
5. **City of Antioch/CCH: CORE Mobile Outreach Partnership:** Rebecca Sanders, CCH's CORE mobile outreach program and the City of Antioch
6. **City of Antioch/Facing Homelessness Partnership:** Nichole Gardner, Facing Homelessness and the City of Antioch
7. **City of Antioch/SHARE Community Partnership:** Ricka Davis-Sheard, SHARE Community and The City of Antioch
8. **Data Improvement Project:** Contra Costa Health Divisions - Business Intelligence, Contra Costa Health Plan and Health, Housing, and Homeless services
9. **Delta Landing Partnership:** Loaves and Fishes of Contra Costa and BACS at Delta Landing
10. **El Portal Place:** Housing Authority of CC, CCH, Hope Solutions, Overa
11. **Furnishing For The Future:** Make it Home and Continuum of Care
12. **GROW Community:** GROW Community
13. **Homeless Workforce Integration Network (H-WIN):** Homeless Workforce Integration Network (H-WIN) is a collaboration between Contra Costa Health: H3 (Health, Housing & Homeless Services), the Contra Costa Workforce Development Board (WDBCC), and a wide network of community-based organizations

14. **Homelessness 101 Series:** Albert Garcia, Contra Costa County Library, Contra Costa Health: Health, Housing, and Homeless Services, Cities of Antioch and Walnut Creek and White Pony Express
15. **Hope Solutions Teamwork:** Hope Solutions' Housing Works Rapid Rehousing and Eviction Prevention Program
16. **Lao Family Community Development/ Oxford House Partnership:** Lao Family Community Development - Housing For Strong Reentry and Oxford House
17. **Laundry Love with Grace:** Grace Episcopal Church, Martinez; City of Martinez; Episcopal Impact Fund; First Congregational Church, Martinez; Laundry Love (national); Episcopal Impact Fund; Martinez Community Foundation.
18. **Leave No One Behind:** NAMI Contra Costa, City of Concord, Minar, Hope Solutions, Opportunity Village. Contra Costa Crisis Center, SOS Richmond, Loaves and Fishes, Facing Homelessness in Antioch, Place of Peace Outreach, Delta Sigma and various faith centers across the county
19. **Loaves and Fishes of Contra Costa Partnership/ Opportunity Junction Partnership:** Opportunity Junction and Loaves and Fishes of Contra Costa
20. **Loaves and Fishes of Contra Costa/ Trinity Center Partnership #1:** Trinity Center and Loaves & Fishes Contra Costa
21. **Loaves and Fishes of Contra Costa/ Trinity Center Partnership #2:** Trinty Center and Loaves and Fishes of Contra Costa
22. **Navigating Home:** Contra Costa County Employment & Human Services Navigators
23. **Pet Support for People Experiencing Homeless #1:** Joybound People & Pets, Contra Costa Animal Services and Contra Costa Health
24. **Pet Support for People Experiencing Homeless #2:** Joybound and CCH's CORE mobile outreach program
25. **Point in Time Count GIS Project:** The Contra Costa Department of IT (DoIT) Geographic Information System (GIS) team and CCH: Health, Housing and Homeless Servces (H3)
26. **Prevention Screening Tool Project:** Contra Costa Crisis Center, CCH: H3 Coordinated Entry Team and Prevention Providers
27. **Recovery Services for Latinos Experiencing Homelessness:** Pueblos Del Sol, Support4Recovery and Contra Costa Health
28. **Reentry Housing Partnership :** Nova Vita LLC and LFCD Housing for Strong Reentry Program
29. **Reentry Services Collaboration:** CCH's CORE mobile outreach program, Contra Costa County Public Defender's Office, CCH: Detention Health Services, the Office of Reentry and Justice (ORJ), and the Community Advisory Board (CAB)

30. **Support for Families in WCCUSD #1:** WCCUSD Families in Transition Team and Community Education Partnerships
31. **Support for Families in WCCUSD #2:** West Contra Costa Unified School District (WCCUSD) and Community Education Partnerships (CEP)
32. **Supporting Children in Shelters:** Bay Area Rescue Mission and Community Education Partnerships
33. **Supporting Immigrant Workers:** Hijas del Campo and Loaves and Fishes of Contra Costa
34. **Supporting Pregnant and Parenting Clients:** Violet Barton and her team of case managers at Contra Costa Health: Family, Maternal and Child Health
35. **Supporting Wellness in Shelters:** The Fountain Project and Bay Area Rescue
36. **Supporting Wellness in West County:** The Fountain Project SOS Richmond and GRIP
37. **TAY Support: Community College Basic Needs Partnership:** Hope Dixon, Contra Costa Community College District, Basic Needs Programs and Youth Action Board
38. **TAY Support: Community College Welcome Week:** Sherina Criswell, CCH's CORE mobile outreach Transition Aged Youth (TAY) Education Team; Youth Action Board (YAB) and Contra Costa Community Colleges
39. **TAY Support: DVC Partnership:** CCH's CORE mobile outreach program and Diablo Valley College
40. **TAY Support: FYI Vouchers:** Contra Costa Employment and Human Services (ESHD) Children and Family Services Bureau, Hope Solutions and Housing Authority of Contra Costa County
41. **TAY Support: TAY By Name List Case Conference Partnership:** Contra Costa Coordinated Entry Team; CCH's CORE mobile outreach TAY, Education Team & Family Teams; CCH's Contra Costa Youth Continuum of Services (CCYCS) Team; Hope Solutions TAY Programs Team; and Trinity Center.
42. **TAY Support: Youth Action Board:** RYSE Center, CCH: Health, Housing, and Homeless Services (H3) and the Continuum of Care (CoC)
43. **Teaming Up For Success:** Nola Wright, ECM Case Manager, Contra Costa Health and Ms. Roman Smith, client
44. **Trinity Center/ St. Mary's Partnership:** Trinity Center and St. Mary's congregation with St. Vincent de Paul network
45. **Unsheltered Veterans Surge Event:** VA Homeless Program, CCH's CORE mobile outreach program, CCH's Coordinated Entry Team, Insight Housing, Shelter Inc's SSVF program and Veterans Accession House

The following pages contain descriptions of each nominee as provided by the person (s) who nominated them

C4SI - Capitalists for Shared Income Project

Key Partners: C4SI - Capitalists for Shared Income and Trinity Center

Nominated by: Leticia Wiesner, Trinity Center

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *The partnership between C4SI Capitalists and Trinity Center directly supports people facing homelessness in Contra Costa County by providing $58 credit cards that help meet immediate and practical needs. These funds empower individuals to purchase essentials—such as clothing, personal care items, or transportation—that are critical to getting back on their feet. This support, combined with Trinity Center's programs in housing navigation, workforce development, and community services, helps members overcome barriers, restore dignity, and take meaningful steps toward stability and independence. By addressing both urgent needs and long-term goals, the partnership plays a vital role in reducing homelessness and strengthening the community safety net in Contra Costa County. This support, combined with Trinity Center's programs in housing navigation, workforce development, and community services, helps members overcome barriers, restore dignity, and take meaningful steps toward stability and independence. By addressing both urgent needs and long-term goals, the partnership plays a vital role in reducing homelessness and strengthening the community safety net in Contra Costa County.*

CCH: Community Supports Program

Key Partners: Staff at Contra Costa Public Health Community Supports Program

Nominated by: Gabrielle Fowler, CCH: Public Health: ECM

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Housing navigators with the CCH: Public Health Community Support Program help Medi-Cal Members who are homeless or at-risk find temporary/permanent shelter or housing These Housing Navigator case manage clients referred from the Public Health ECM program. Housing navigators provide in-person housing navigation and tenancy sustaining services through case management. In addition to assisting clients with housing searches & application submissions, these housing navigators sometimes go beyond to network with landlords and property managers, assist client with measure to increase their income and searching for opportunities to get their clients support for deposits and move-in cost assistance. The Contra Costa Public Health Community Support Housing Navigators are a small but mighty team. They are a team of 4 covering West, Central, East & Far East County.*

CCH: CORE Mobile Outreach Community-wide Partnership

Key Partners: CCH's CORE mobile outreach program, City of Concord, Contra Costa Public Works, CCH: Health Care for the Homeless, CalAIM providers, and local shelters

Nominated by: Lisa Thomas, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: District 4

Reason for nomination: *As CARE Coordinator for CCH's CORE mobile outreach program, Kenneth Humphrey collaborates with the City of Concord, Concord Police Department, Public Works, Health Care for the Homeless, CalAIM providers, and local shelters to create a coordinated response. These partnerships not only address immediate needs but also support long-term housing and health stability. Engagement of People with Lived Experience: Kenneth prioritizes including people with lived experience of homelessness through peer specialists who help guide services, build trust, and ensure outreach remains client-centered and trauma-informed.The partnership supports people facing homelessness in Contra Costa County by connecting them to basic needs, health care, CalAIM services, shelters, and housing navigation. By working closely with local agencies and including peer specialists with lived experience, Kenneth Humphrey and CORE mobile outreach build trust and help clients engage in long-term stability resources.*

Staff says, "We open the door for many client encountering issues with addiction and homelessness" and "we help clients with their recovery"

CCH: CORE Mobile Outreach/SOS Richmond Partnership

Key Partners: CORE Mobile Outreach and SOS Richmond both have a lot of people with lived experience on the teams which really helps clients feel comfortable.

Nominated by: Carmen Francois, CCH: Public Health: ECM

Supervisorial District of Nominee: District 1

Reason for nomination: *Together they assist clients with housing, referrals, hygiene, snacks. SOS Richmond offers a safe place to rest.*

Tanya Ruscigno from CORE Mobile Outreach and O'Neil from SOS Richmond are amazing

City of Antioch/CCH: CORE Mobile Outreach Partnership

Key Partners: CCH's CORE mobile outreach program and the City of Antioch

Nominated by: Marjorie Oliver, City of Antioch

Supervisorial District of Nominee: District 3

Reason for nomination: *Antioch funds a CORE mobile outreach team to support people experiencing homelessness in Antioch. Every day the CORE mobile outreach team is out in the field connecting one-on-one with the unhoused of Antioch, providing survival supplies, connecting people to resources and completing applications for housing and other resources. They work alongside Antioch's Police, Public Works and Code Enforcement to provide support to the residents when the city abates homeless encampments. I especially want to recognize Rebecca Sanders, a CORE mobile outreach Program Coordinator, who goes all in for our unhoused residents. She really loves her job and it is evident in all she does. The City of Antioch is truly blessed to have Rebecca and CORE mobile outreach out on the streets caring for our unhoused community members.*

City of Antioch/Facing Homelessness Partnership

Key Partners: Facing Homelessness and the City of Antioch

Nominated by: Marjorie Oliver, City of Antioch

Supervisorial District of Nominee: District 3

Reason for nomination: *Nichole Gardner and her non-profit, Facing Homelessness offeri resources to our local unhoused residents. in the city of AntiochThe City of Antioch helps fund and support this amazing partnership. Together these partners collaborate on how to support the work of Facing Homelessness, including how to best assist the unhoused and promote their resources to those who need it. Nichole is the boots-on-the-ground advocate for the City of Antioch's Unhoused Residents. She fights for their rights by attending City Council Meetings and any other meetings she can find, speaking up for them, calling for solutions and challenging the status quo. She drives around town in her bus offering food, water, and resources while offering a listening ear, words of encouragement and a compassionate heart.Nichole has a Facing Homelessness in Antioch Facebook page that is informative, collaborative and encouraging for all community members.*

City of Antioch/SHARE Community Partnership

Key Partners: The SHARE Community and The City of Antioch

Nominated by: Marjorie Oliver, City of Antioch

Supervisorial District of Nominee: District 3

Reason for nomination: *The SHARE Community brings showers and toilets on wheels to the street to help our unhoused neighbors - delivered with an unexpected level of care they call RADICAL HOSPITALITY® .When the City of Antioch receives calls or a walk-in requesting for basic services such as food, clothing, showers, etc, a resource we often share with our unhoused residents is the shower program through The SHARE Community. The City of Antioch helps fund and support this amazing partnership. The City sends clothing donations, financial resources, youth and adult volunteers, and promoting their resources. The SHARE Community provides showers, toilets, clean clothes and shoes, a grooming station, and beverages and snacks to local guests on Tuesdays and Thursdays. As the unhoused community members arrive, they are welcomed with smiles, hugs and a whole lot of love. The location where The SHARE Community provides their offerings, tables and chairs are set up for eating, playing games, and connecting with friends, old and new. This location also has a medical mobile unit and is a place where Loaves and Fishes provides lunch. The SHARE Community's mission is to share hope, abundance, resources and encouragement by creating ways for people to work together toward positive change.*

Ms. Ricka Davis-Sheard, Founder and Executive Director of the SHARE Community offers the unhoused a bit of normalcy on every Tuesday and Thursday with hot showers for the unhoused community. While they are in the

"in between" stages. Ms. Ricka and the SHARE Community not only offer hot showers to the unhoused community they also offer clean clothes, new under garments, shoes, breakfast, hot coffee/water & they share resources. Ms. Ricka and the SHARE Community give so freely of their time, energy, and an overflowing abundance of love, joy, patience, and steadfast commitment to the unhoused. It's a calling that can only be carried out with hearts as generous and compassionate as theirs. [submitted by Ms. Evon Ufland]

Data Improvement Project

Key Partners: Contra Costa Health Divisions - Business Intelligence, Contra Costa Health Plan and Health, Housing, and Homeless services

Nominated by: Jamie Schecter, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Streamlining data to better support participants experiencing homelessness. Through this partnership, Contra Costa Health brings together multiple divisions to better serve people experiencing homelessness. Key activities have included:*

- developing a high risk flag notification so Contra Costa staff can better support participants who may experience things like emergency department admission. This increased coordination ensures staff are less likely to lose track of particpants experincing a crisis

- partnering to streamline CalAIM claiming and billing to increase community support services

- partnering to utilize health data to improve the Continuum of Care's Housing Needs Assessment and reduce data collection burden on staff and participants seeking housing

Delta Landing Partnership

Key Partners: Loaves and Fishes of Contra Costa and BACS at Delta Landing

Nominated by: Janette Kennedy, Loaves and Fishes of Contra Costa County

Supervisorial District of Nominee: District 5

Reason for nomination: *The two organizations work to help the homeless community by providing services, such as a hot and nourishing meal at Delta Landing, an interim housing facility that provides basic healthcare, housing navigation, and case management provided on-site to help residents recover from homelessness and find permanent housing.*

Loaves and Fishes and BACS have worked together for the last 3 years and have provided many people with hope. Lived experience staff and board members help advise the work Loaves and Fishes of Contra Costa does everyday.

El Portal Place

Key Partners: Housing Authority of CC, CCH, Hope Solutions, Overa

Nominated by: Schecter xx, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: District 1

Reason for nomination: *In partnership we were able to successfully house 54 chronically homeless individuals in record time. All partners worked together to ensure processes were efficient and residents were able to move into a welcoming and inclusive environment.*

Furnishing For The Future

Key Partners: Make it Home and Continuum of Care

Nominated by: Shelby Ferguson, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Make it Home - Make it Home has been partnering with many local homeless service providers in the Contra Costa Continuum of Care to provide furniture for participants moving into housing at a very low cost to providers. Make it Home has fully furnished countless participants homes who are moving into housing on their own, many for the first time.*

This partnership ensures that households moving into housing do so with dignity. Having furniture contributes to long term success in maintaining housing and helps participants feel a sense of pride and ownership over their new home.

GROW Community

Key Partners: GROW Community project in Concord

Nominated by: Ronda Deplazes, Community Member

Supervisorial District of Nominee: District 4

Reason for nomination: *GROW Community project in Concord pulls together amazing people and volunteers to provide clothing, showers, food, acceptance and encouragement for people experiencing homelessness.*

Homeless Workforce Integration Network (H-WIN)

Key Partners: Homeless Workforce Integration Network (H-WIN) is a collaboration between Contra Costa Health: H3 (Health, Housing & Homeless Services), the Contra Costa Workforce Development Board (WDBCC), and a wide network of community-based organizations including ad

Nominated by: Morgan Perkins, Hope Solutions

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *HWIN's mission is to close the gaps between housing and workforce by bringing together professionals in the community whose job it is to support people experiencing homelessness. The goals is to better connect county residents to the resources that enable them to have stable housing, to earn a livable wage, and to thrive. Quarterly network meetings bring together providers and administrators to learn, share resources, problem solve, network and make referrals. Past programming has featured presentations from Sparkpoint, HealthRIGHT 360, and the Department of Child Support Services. More recently the H-WIN network has taken field trips to sites like America's Job Center of California (AJCC), Greater Richmond Interfaith Program (GRIP), and Lao Family Community Development (LFCD). These cooperative actions improve warm hand-offs, strengthen communication, and build service pathways to help participants access training, education, and employment opportunities.*

Now in its fourth year, H-WIN has grown from an idea for the 2020 Workforce Accelerator Fund (WAF-8) project into a countywide network and trusted space for collaboration. Service providers from all sectors come together to make our programs work better for our participants.

Homelessness 101 Series

Key Partners: Contra Costa County Library, Contra Costa Health: Health, Housing, and Homeless Services, Cities of Antioch and Walnut Creek and White Pony Express

Nominated by: Jaime Jenett, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *The Homelessness 101 series is a collaborative educational initiative designed to increase public understanding of homelessness in Contra Costa County. This partnership brings together public agencies, nonprofits, and community members to create an accessible, engaging space for learning and dialogue. Launched through a partnership between the Contra Costa County Library and Contra Costa Health's Health, Housing, and Homeless Services team, the series offers informative sessions tailored for a wide audience—from concerned residents and aspiring service providers to individuals currently experiencing homelessness. Albert Garcia from Contra Costa County Library has played a central role in the success of this initiative. His leadership in coordinating with library sites across the county ensured that each session was well-organized and community-centered. Albert also led the development and distribution of marketing materials, helping to broaden outreach and increase attendance. Additionally, he worked closely with city staff, nonprofit partners, and volunteers to align logistics and ensure that each event was welcoming and impactful. The series has been hosted in Pittsburg, San Pablo, Concord, Antioch, and Walnut Creek, with up to 40 attendees per session. Attendees have included government officials and staff, safety net service providers, interested community members and people experiencing homelessness. Highlights include: • City Engagement: Staff from Antioch and Walnut Creek actively participated in planning and outreach. • Direct Support Services: White Pony Express*

provided food and essential supplies to attendees. CORE mobile outreach teams were present to provide attendees experiencing homelessness with direct access to services and information. • Library Support: Local librarians helped manage logistics, distribute supplies, and recruit attendees. Homelessness 101 exemplifies the power of cross-sector collaboration. It not only educates the public but also directly supports individuals at risk of or experiencing homelessness. The initiative's success is a testament to the dedication of its partners—especially Albert Garcia's behind-the-scenes coordination and leadership.

Hope Solutions Teamwork

Key Partners: Hope Solutions' Housing Works Rapid Rehousing and Eviction Prevention Program

Nominated by: Ronald Broach, Hope Solutions

Supervisorial District of Nominee: Director of Housing and Support Services

Reason for nomination: *This program has consistently exceeded the milestones outlined in the 2024–2025 fiscal year agreement. Through the coordinated efforts of dedicated Case Managers, Employment Specialists, and Housing Navigators, the program has housed and stabilized numerous individuals and families facing homelessness, creating lasting pathways to independence. This team's impact is reflected not only in the number of units secured, but in the quality, safety, and suitability of the homes they connect clients to. Their commitment extends beyond housing placement—fostering relationships, increasing economic stability, and ensuring long-term tenancy. Collectively, their work transforms lives and strengthens the community's ability to end homelessness. Combining their individual strengths, they lift one another higher, creating a solid foundation for the next wave of clients to step into stability—truly a "Transformers, activate!" moment in the fight to end homelessness. The difference between Hope Solutions and others is simple: our service delivery model is rooted in Compassion, Understanding, Flexibility, and Forgiveness—all tied together with our action phrase: "We are going to LOVE on you, and there ain't nothing you can do about it." The true Grammy Award winners of these services are our unhoused neighbors, who gain vital support in securing and maintaining housing, accessing employment opportunities, and increasing their income. These steps open the door to the social and economic mainstream, providing immediate stability and the potential for generational wealth. Our work also ripples far beyond the individuals we serve. Community members benefit when encampments*

disappear from their neighborhoods—property values rise, fear and anxiety decrease, and their streets become safe and welcoming once again. Children are no longer exposed to the dangers that often accompany homelessness, giving them a healthier, more secure environment to grow up in. And for our staff, this work is a privilege. They have the rare and rewarding opportunity to walk alongside someone on their journey toward self-sufficiency and independence—a front-row seat to transformation in action. Aristotle once said, "The whole is greater than the sum of its parts." While Madam Director Klevin, Employment Specialists Erica and Morgan, Housing Navigators Kelly and Amanda, and Case Managers Unique, Sara, Toni, and Ron each shine brilliantly in their individual roles, they are also essential pieces of a much larger whole—one dedicated to healing our community and breaking the cycle of poverty and homelessness. Together, the Hope Solutions Housing Works Rapid Re-Housing and Eviction Prevention Team exemplifies collaboration at its finest, combining expertise, compassion, and relentless dedication. Their collective efforts do more than provide housing—they ignite hope, inspire stability, and create pathways to lasting independence. It is with great pride that I present this exceptional team as nominees for the Outstanding Partnership category, honoring their unwavering dedication and transformative impact on our community.

Laundry Love with Grace

Key Partners: Grace Episcopal Church, Martinez; City of Martinez; Episcopal Impact Fund; First Congregational Church, Martinez; Laundry Love (national); Episcopal Impact Fund; Martinez Community Foundation.

Nominated by: Rev. Deb White, Grace Episcopal Church

Supervisorial District of Nominee: District 5

Reason for nomination: *Laundry Love with Grace washes the clothes and bedding of low and no-income families and individuals in Martinez. We provide the quarters, detergent, and snacks and spend time in community together at Launderland in Martinez while the laundry is running. People with lived experience of homelessness work side-by-side with volunteers to wash their clothes and bedding. Laundry Love at Grace has grown exponentially since our first Friday when we washed about seven loads of laundry for three people. We now regularly wash about 100 loads per week. We are part of a national group that brightens the lives of thousands of people each month through love, dignity,and detergent!*

Leave No One Behind

Key Partners: NAMI Contra Costa, City of Concord, Minar, various faith centers across the county, Hope Solutions, Opportunity Village. Contra Costa Crisis Center, SOS Richmond, Loaves and Fishes, Facing Homelessness in Antioch, Place of Peace Outreach, and Delta Sigma

Nominated by: Elder Desiree Rushing, NAMI Contra Costa

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *"Leave No One Behind" (LNOB) Program is a part of the NAMI FaithNet program and we partner with the City of Concord, Minar, Various faith centers across the county, Hope Solutions, Opportunity Village. Contra Costa Crisis Center, SOS Richmond, Loaves and Fishes, Facing Homelessness in Antioch, Place of Peace Outreach, and Delta Sigma Theta Sorority Inc. LNOB supports unsheltered people in the encampment behind Target in Antioch, the encampment at the railroad tracks in Antioch on A street and the encampment in the JCPenney parking lot in Brentwood as well as people on the streets of Oakley, Antioch and Pittsburgh. We give unsheltered people and people with mental health issues food, resources and prayer when they ask. NAMI Contra Costa also participates in the planning of the annual Homeless Persons' Memorial event which includes many of the same partners listed above . Faith Centers in Contra Costa County allow us to feed and use their property for education and shelter and the sorority has donated articles and food to us to distribute. We have received backpacks with socks, toiletries.etc. NAMI Contra Costa staff is comprised of people peers we serve in the community. For more information go to: NAMI Contra Costa | Weekly Warm Meals Volunteering. Ashley Lowe adds "The partnership actively seeks out and documents homeless encampments in Contra Costa County and adjusts meals provided to them based on the level of need. Homeless individuals are welcome to come by and pick up food from NAMI CC's office,*

even if it isn't a lunch day. They feel supported by one of their basic needs being met." Gigi Crowder adds, "NAMI Contra Costa volunteers and staff directly engage with people with lived experience of homelessness by talking with them and providing takeaway lunches for them weekly, and more frequently if they come by again. The partnership supports people facing homelessness in Contra Costa County because they provide some basic needs (water, food, sanitizers) to unsheltered individuals who normally have a difficult time getting nutrition."

Loaves and Fishes of Contra Costa/Opportunity Junction Partnership

Key Partners: Opportunity Junction and Loaves and Fishes of Contra Costa

Nominated by: Joleen Lafayette, Loaves and Fishes of Contra Costa County

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Opportunity Junction serves individuals who are very low income giving them the opportunity to learn admin skills or nursing skills for an opportunity in a new career. Loaves and Fishes provides hot meals to Opportunity Junction 4 days a week ensuring their clients have nutrition and access to healthy food*

Since 2000, Opportunity Junction has been providing training, support, work experience, and placement assistance, which help motivated Contra Costa County job seekers launch careers that lead to financial security. When we work together, motivated job seekers develop the skills and confidence they need to succeed. Their success makes their families and our community stronger. Mission: Driven by the fundamental belief that everyone who works hard deserves the opportunity to succeed, our mission is "to help motivated Contra Costa County job seekers develop the skills and confidence to launch careers that lead to financial security."

Opportunity Junction programs help job seekers launch careers Programs: Our core programs help motivated job seekers launch careers that lead to financial security. We offer job training for careers in healthcare (starting with Certified Nursing Assistant training) and office administration (focused on office technology skills). We also offer career counseling and placement

assistance to those with other goals and ambitions. In the evenings, we offer classes in computer applications.

Loaves and Fishes of Contra Costa/Trinity Center Partnership #1

Key Partners: Trinity Center and Loaves & Fishes Contra Costa

Nominated by: Pamela McGrath, Trinity Center

Supervisorial District of Nominee: District 4

Reason for nomination: *Trinity Center serves unhoused and unstably housed adults by providing essential services , including meals, showers, laundry, clothing, that help support their engagement with housing focused case management, workforce development for employment readiness, whole person wellness, and integration into the community. Loaves & Fishes of Contra Costa County offers a hot, nutritious, noontime meal each weekday at Trinity Center, making Trinity Center an official Loaves & Fishes Dining Room where anyone can receive hot nutritious meals. Loaves & Fishes also brings their Culinary Training Program to Trinity Center once a year, providing valuable job training. Together, we ensure that our marginalized neighbors receive nutritious meals and other vital life preserving services that allow people to apply their efforts and energy to engage in life enhancing programs and services.Trinity Center and Loaves & Fishes of Contra Costa Countycollaborate on events and activities outside of their established partnership activities. We brainstorm and day dream about how to offer more and better services to our entire community.*

Loaves and Fishes of Contra Costa/Trinity Center Partnership #2

Key Partners: Trinty Center and Loaves and Fishes of Contra Costa

Nominated by: Joleen Lafayette, Loaves and Fishes of Contra Costa County

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Trinity Center is an amazing organization who provides food, daily shelter, showers, laundry and navigation services to people living in Contra Costa County who are unhoused, food insecure*

Loaves and Fishes partners with Trinity Center by operating one of our dining rooms within their Walnut Creek facility, where we provide hot, nutritious meals to their clients Monday through Friday. We also offer a free 12-week culinary training program each January, open to Trinity Center clients who are interested in pursuing a career in the culinary industry. During the program, participants prepare dinners for Trinity Center's Winter Nights program, further supporting the community while gaining valuable hands-on experience.

Navigating Home

Key Partners: Contra Costa County Employment & Human Services Navigators

Nominated by: Casey Costa, EHSD

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *As Navigators we receive referrals from the community & various agencies to help the public who are in need including 211, CORE, Season of Sharing, Salvation Army, Loaves & Fishes, Greater Richmond Interfaith Program, and the Child Abuse Council. Contra Costa County Employment & Human Services Navigators help the community find housing, connect them with shelters, help with past due rent, help with deposits & first month rent, help the public navigate the various housing programs & help advocate for the public as well. As Navigators we receive referrals from the community & various agencies to help the public who are in need. We are constantly receiving referrals directly from 211 & CORE mobile outreach. Contra Costa County Employment & Human Services Navigators help the community find housing, help connect them with shelters, help with past due rent, help with deposits & first month rent, help the public navigate the various housing programs & help advocate for the public as well. Our goal is to help the public through any crisis they may have & help them become self-sufficient. Without a stable roof over one's head how can they become self-sufficient?*

Pet Support for People Experiencing Homeless #1

Key Partners: Joybound People & Pets. Contra Costa Animal Services and Contra Costa Health

Nominated by: Rebecca Sanders, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Joybound and Contra Animal Services partnered with CCH to spay/neuter and vaccinate over 30 unhoused pets so that their unsheltered owners could be housed. This partnership was essential in housing more than 35 unsheltered individuals. This collaboration continues with Joybound offering free pet vaccination clinics monthly in our community. These partners have also provided support to pets of people in interim housing like Delta Landing. Without this support, people with pets would be resistant to housing. Thank you to Joybound for assisting us in keeping these families together!*

Pet Support for People Experiencing Homeless #2

Key Partners: Joybound and CCH's CORE mobile outreach program

Nominated by: Alexander Martinez-Harris, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: District 5

Reason for nomination: *CCH's CORE mobile outreach program is proud to nominate Joybound People and Pets as an outstanding partner in our work to support unsheltered residents at a longterm encampment in Antioch. Joybound brought their animal welfare expertise and resources into encampments where companion animals had become a significant barrier to shelter and housing. By providing discounted veterinary care, spay and neuter surgeries, and rehoming options, Joybound empowered clients, people with lived experience of homelessness, to make informed choices about their pets while preserving the deep emotional bonds that matter so much to them. Joybound's services addressed service needs for which CORE mobile outreach required assistance: the overwhelming number of unvaccinated and unaltered animals in encampments. Without access to these services, many individuals were ineligible for shelter or housing due to pet limits, leaving them stuck in unsafe conditions. Through Joybound's care and compassion, more than 30 dogs were safely rehomed, 5 animals were spayed and neutered and vaccinated, and 4 puppies were fostered. These outcomes directly reduced barriers to housing, supported the encampment residents health and safety, and created a pathway for people to move indoors.*

CORE mobile outreach staff build trust with individuals every day, but it was Joybound's willingness to meet us in encampments and treat the

encampment residents and their' pets with dignity that made this partnership exceptional. Their work not only improved animal welfare but also gave the residents hope and practical solutions at a time when they felt stuck. Joybound's collaboration with CORE is a model for how community-based organizations can bring unique expertise to homelessness response and create life-changing results.

Point in Time Count GIS Project

Key Partners: The Contra Costa Department of IT (DoIT) Geographic Information System (GIS) team and CCH: Health, Housing and Homeless Servces (H3)

Nominated by: Janel Fletcher, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *The Contra Costa Department of IT (DoIT) Geographic Information System (GIS) team are exceptional planning and implementation partners who are integral to the successful completion of the annual homeless Point-in-Time Count coordinated by the CCH: H3 team in Contra Costa County. Their partnership ensures Contra Costa's PIT Count runs efficiently and effectively. DoIT GIS provide support to H3 through all phases of the PIT Count. DoIT provide updated field- and office-based mapping & monitoring applications, provide training to H3 staff and volunteers, participate in meetings and count day, and conduct post-processing and product development. The partnership supported people facing homelessness by ensuring that 145 volunteers participating in the 2025 Point in Time count had a seamless app experience with clear and accurate routes to visually count people experiencing homelessness and their sleep settings. Additionally, the team prepared census tract data results for CCH:H3 to make informed estimations about the number of people, characteristics and experiences of individuals and families living in unsheltered conditions. The Point-in-Time Count is required by the United States Department of Housing and Urban Development (HUD) and results are used to prioritize federal funding for homeless services in Contra Costa County. Their collaboration makes trainings fun and interactive for our volunteers. They are always willing to help our volunteers with any technical issues that may arise*

the day of, always going above and beyond. For ensuring the application is user friendly and making sure volunteers feel supported.

Thank you, Bear Hartley, Martin Lynch, Morgan March, Philip Weeks, Tatiana Moger, and Timothy Brink. H3 is grateful for your partnership.

Prevention Screening Tool Project

Key Partners: Contra Costa Crisis Center, CCH: H3 Coordinated Entry Team and Prevention Providers

Nominated by: Shelby Ferguson, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Contra Costa Crisis Center, our local 211 provider, the Coordinated Entry team, and the Prevention providers are the key players in implementing the new prevention screening tool that assesses and prioritizes households at risk of homelessness for our very limited prevention resources in our community. Contra Costa Crisis Center has been an invaluable partner in the roll out of the new and improved prevention screening tool. They have been screening countless calls utilizing this new tool and referring to our prevention providers when participants at risk of homelessness are eligible. It is incredibly challenging work as it is a new way to prioritize households for our limited prevention resources and is a very important piece of our Coordinated Entry System.*

Recovery Services for Latinos Experiencing Homelessness

Key Partners: Pueblos Del Sol, Support4Recovery and Contra Costa Health

Nominated by: Eduardo Segura-Melendez, BiBett

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Support 4Recovery Casa Andres: The Pueblos Del Sol (BiBett) residential and detox program partners closely with Support4Recovery's Casa Andrés, the only other Spanish-speaking program and sober living home in the county, to address the unique needs of the homeless Hispanic community. Many of the clients we serve face not only substance use challenges but also cultural and language barriers that make accessing treatment difficult. By working together, we ensure that these individuals receive care that is both linguistically accessible and culturally responsive. When homeless Hispanic clients enter our detox or residential program, we begin planning their next step in recovery with Casa Andrés. Through this partnership, clients have a direct pathway to a sober living environment where their language and culture are understood and respected. Casa Andrés provides a safe, supportive space where recovery principles are reinforced in Spanish, reducing isolation and increasing the chances of long-term success.*

CCH: CORE Mobile Outreach: Our residential and detox program works closely with Contra Costa Health's CORE mobile Outreach to meet the needs of the homeless community by addressing both recovery and housing challenges. CORE identifies individuals experiencing homelessness who struggle with substance use and provides direct referrals into our detox and residential services. To ensure a smooth transition, we use a warm handoff

process where case managers from both programs meet with the client to develop a plan that connects treatment and housing resources. Through outreach efforts, CORE's workers share information about our services during their street-level engagement, while our staff provide clients with up-to-date housing and shelter resources at discharge. When transportation is a barrier, CORE assists in getting clients from the streets or shelters to our intake appointments so they can access treatment without delay. We maintain ongoing communication through regular case conferences, which allows us to coordinate care for shared clients and address recovery, housing, medical, and mental health needs holistically.

CCH: Health Care for the Homeless: in particular Dr. Hernandez and his team. Our residential and detox program also works in collaboration with the doctor from the local homeless van clinic, who plays a vital role in addressing the medical needs of our clients and the wider community. Many individuals experiencing homelessness face serious health challenges that often go untreated, creating additional barriers to recovery. By partnering with the clinic, we are able to connect clients to essential medical services while they engage in treatment. The doctor provides physical exams for our clients, helping us meet intake requirements and ensuring that underlying health issues are identified and addressed early. This partnership also allows our program to provide continuity of care for homeless clients, many of whom do not have a primary care provider. When medical needs arise beyond our scope, we are able to refer clients directly to the clinic for further evaluation and treatment.

This collaboration strengthens the overall care we provide, as recovery is not limited to sobriety but also requires attention to physical health. Through the support of the doctor and the homeless van clinic, our clients gain access to compassionate, low-barrier medical care that would otherwise be out of reach. Together, we not only improve individual health outcomes but also strengthen the network of care available to the homeless community as a whole.

Reentry Housing Partnership #1

Key Partners: Nova Vita LLC and LFCD Housing for Strong Reentry Program

Nominated by: joyce lao, Nova Vita LLC

Supervisorial District of Nominee: District 1 a Hills, North Richmond, and Rollingwood)

Reason for nomination: *We want to recognize Nova Vita LLC, led by Joyce Jingjing Lao, and the Housing for Strong Reentry Program, supervised by Wilanda Hughes. The partnership directly engages people with lived experience of homelessness and incarceration by housing them in safe, stable environments and listening to their feedback to improve services. Since March 2025, the partnership has supported nearly 10 individuals by combining quality housing with reentry case management and wraparound services. This collaboration removes one of the greatest barriers for justice-involved individuals—stable housing—while promoting long-term stability, family reunification, and reduced recidivism*

This partnership is built on a human-centered and mutually supportive approach. Joyce provides dignity, structure, and accountability in housing, while Wilanda not only supports residents but also assists Joyce in daily management, strengthening the collaboration. Though new, this partnership is already breaking cycles of homelessness and incarceration and creating second chances in Contra Costa County.

Reentry Housing Partnership #2

Key Partners: Lao Family Community Development - Housing For Strong Reentry and Oxford House

Nominated by: Ryan Domingue, Oxford House

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Wilanda Hughes and Rohullah Najibi from Lao Family Community Development (LFCD) work hands on with clients and have found housing and provided funding for many men and women to come to my Oxford House Inc. homes in Contra Costa County.They have awesome resources and find housing solutions for so many men and women each year.*

Reentry Services Collaboration

Key Partners: CCH's CORE mobile outreach program, Contra Costa County Public Defender's Office, CCH: Detention Health Services, the Office of Reentry and Justice (ORJ), and the Community Advisory Board (CAB)

Nominated by: Lisa Thomas, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Public Defender's Office: This collaboration ensures that unhoused individuals preparing for release are referred to CORE for homeless services, often the same day. Together, CORE and the Public Defender's Office coordinate transportation, intake, and referrals to services such as shelter, housing, and alcohol and other drug (AOD) treatment. The Public Defender's Office remains engaged with CORE throughout the individual's transition, providing updates and supporting continued service connections. Key Partners: Nicole Green and Lori Beath*

Detention Health Services: Working closely with Detention Health medical staff, CORE helps connect individuals with Medi-Cal, discharge medication plans, and follow-up medical care. CORE also provides transportation to ensure people leaving custody can pick up prescriptions and attend post-release medical appointments. Key Partner: Rissa Guitarte

Office of Reentry and Justice (ORJ): ORJ bridges reentry systems countywide. Together, CORE and ORJ conduct planning calls, develop referral tools, and provide group programming inside detention facilities. CORE provides weekly support groups in detention facilities, and these groups focus on life skills, housing opportunities, and peer-selected support topics, helping prepare individuals for success after release. Key Partner: Patrice Guillory

Community Advisory Board (CAB): CAB serves as the link between community voice and systems planning. CAB and CORE share program outcomes, contribute to discussions on funding opportunities, and collaborates with other stakeholders on AB109 strategies. Key Partner: Gariana Youngblood

This re-entry service partnership actively engages individuals with lived experience of homelessness and reentry by incorporating their input in groups, advisory discussions, and service planning. Their perspectives shape programming and ensure the services remain grounded in real-world needs.This re-entry service collaboration provides a continuum of support from detention to the community. Services include housing support groups inside detention facilities, pre-release and post-release planning, transportation, and coordinated referrals to housing, treatment, and sober living environments. Together, partners, including Men and Women of Purpose, Hope Solutions and Lao Family Community Development ensure that individuals at risk of homelessness have access to stable housing options, healthcare, and recovery supports as they transition back into the community. Tim Perkins from the Contra Costa Office of Education adds a special shout out to Cedric Windston of Men and Women of Purpose: "Cedric is instrumental in helping inmates pre and post release. He has been integral in getting inmates the needed resources to succeed."

Since July 2024, this partnership has successfully supported 181 individuals exiting detention into treatment programs and 16 individuals transitioned directly from detention into their own rental units. These outcomes show the effectiveness of the partnership in reducing homelessness and strengthening reentry pathways.

Support for Families in WCCUSD #1

Key Partners: WCCUSD Families in Transition Team + Community Education Partnerships

Nominated by: Halle Homich, Community Education Partnerships

Supervisorial District of Nominee: District 1

Reason for nomination: *They partner together to identify and support students and families experiencing homelessness. The Families in Transition Team, which consists of 4 team members: the WCCUSD Homeless and Foster Liaison, the CEP Program Manager/FIT Biligual Support Specialist, the Academic Case Worker and the Community Resource Specialist collaborate to identify students and families in the school district who are experiencing homelessness. We provide bus passes, school supplies + backpacks, graduation support, housing resources, tutoring and academic support, and referrals to other community resources.*

Our team members have welcomed and enrolled countless newcomer families who have come through the Richmond family shelters.

Support for Families in WCCUSD #2

Key Partners: West Contra Costa Unified School District (WCCUSD) and Community Education Partnerships (CEP)

Nominated by: Martha Encarnacion, Community Education Partnerships

Supervisorial District of Nominee: District 1

Reason for nomination: *CEP is a contracted partner with WCCUSD to support their Families in Transition Office to ensure students and families are receiving the services they need to remove barriers for students to attend school. WCCUSD and CEP work together in developing better structure to ensure families get the support they deserve and find ways to bring awareness on the Mckinney Vento act.*

WCCUSD and CEP also work together to plan events and meet with other local agencies in partnership to meet the needs of our community.

Supporting Children in Shelters

Key Partners: Bay Area Rescue Mission and Community Education Partnerships

Nominated by: Martha Encarnacion, Community Education Partnerships

Supervisorial District of Nominee: District 1

Reason for nomination: *Bay Area Rescue Mission has a family homeless shelter where they have programs for families and Community Education Partnerships works with the Rescue Mission to provide academic 1:1 tutoring and small group support to the kids living at the shelter. Community Education Partnerships also works with the Rescue Mission and the school district to make sure students have access to quality education. The Rescue Mission ensures collaboration on events and programming with Community Education Partnerships is integrated in the shelters programming.*

Both have been working together for a few years and has been a successful program where they both uplift each other.

Supporting Immigrant Workers

Key Partners: Hijas del Campo and Loaves and Fishes of Contra Costa

Nominated by: Joleen Lafayette, Loaves and Fishes of Contra Costa County

Supervisorial District of Nominee: District 3

Reason for nomination: *Loaves and Fishes provides hot nutritious meals to Hijas Del Campo agency that serves immigrant workers working in the fields of Contra Costa County*

Loaves and Fishes provides 50 hot meals two times a week to Hijas Del Campo who then takes them to their clients who are working in the fields in Contra Costa County. Many of their clients are threatened by ICE and are very low income people experiencing food insecurity.

Supporting Pregnant and Parenting Clients

Key Partners: Violet Barton and her team of case managers at Contra Costa Health: Family, Maternal and Child Health

Nominated by: Nancy Mosqueda, CCH: Public Health: FMCH

Supervisorial District of Nominee: District 4

Reason for nomination: *Contra Costa Health: Family, Maternal and Child Health does a tremendous job tring to provide support to pregnant and parenting people experiencing homelessness. Violet is a great leader for our team- she's always looking for ways ideas to help case managers find housing resources for pregnant and parenting clients struggling with housing. These programs include homeless services and also things like Welcome Home Baby and First 5. She helped me support a pregnant client in a very complicated situation who was living on the streets. Thanks to Violet's help and the work of our team, the client had a healthy baby and got connected to family in a different part of the state. She helped me think of solutions I wouldn't have even considered and now our client and her baby are happy, healthy and living in secure housing. Violet provides our team much needed management, support and leadership which helps us serve our homeless clients even better. It is amazing having her. She is very knowledgeable with extensive experience in Family Maternal and Child Health so she understands our work in the field and she works with us closely to make sure we do an outstanding job with our clients. She's always very responsive.*

Supporting Wellness in Shelters

Key Partners: Key partners include The Fountain Project offering medical and life wellness services that serve residential clients of the Bay Area Rescue Mission's Life Transformation Program

Nominated by: Wayne Earl, Bay Area Rescue Mission

Supervisorial District of Nominee: District 1

Reason for nomination: *The Fountain Project has partnered with the Bay Area Rescue Mission (BARM) for many years. They come onsite to BARM multiple times a year for their One Heart Health Fairs, where they provide medical and wellness services, guidance on health care, and support for overall well-being. Their compassionate approach to health and healing meets our clients where they are, enhances their understanding of health and wellness, and encourages them to actively participate in their own health journeys. In addition to these health fairs, the Fountain Project offers the same services to BARM students and staff twice a week at their new facility on Harbor Way. All services, classes, and instruction are provided entirely free of charge and with love.*

Supporting Wellness in West County

Key Partners: The Fountain Project (nominee), SOS Richmond and GRIP (nominators)

Nominated by: Morgan Richie, SOS Richmond

Supervisorial District of Nominee: District 1

Reason for nomination: *The Fountain Project has been a transformative partner in expanding access to wellness and health services for unhoused residents of West Contra Costa County. Through their innovative collaboration with SOS Richmond's Safe Harbour site and GRIP, they have introduced programs and resources that bring healing, hope, and dignity to neighbors who too often face insurmountable barriers to care. This partnership does more than provide services — it changes lives. By creating safe, welcoming, and trust-based opportunities for people to participate in wellness activities, the Fountain Project has inspired individuals to take courageous steps in their health journeys. Many who first engaged through this partnership have gone on to connect with primary care, behavioral health, and housing resources. The impact has been deeply felt by both program participants and staff. Families in shelter have found renewed strength and healing, parents have gained tools to manage the daily stresses of homelessness, and children have discovered joy, creativity, and resilience. SOS Richmond and GRIP team members themselves report direct benefits to their own health and well-being from the Fountain Project's offerings — a testament to the holistic power of this work. These services not only restore dignity to participants but also help frontline staff show up with greater patience, compassion, and energy for the hard work they do every day. By offering free acupuncture, chiropractic care, and massage therapy, the Fountain Project provides immediate relief from the*

physical and emotional toll of homelessness and service work. Participants have described these opportunities as "life-changing." One GRIP resident shared: "For the first time in months, I felt human again." An SOS staff member echoed this, saying: "The Fountain Project not only supports our clients — it helps us as staff show up with more compassion and energy." The Fountain Project exemplifies the spirit of an Outstanding Partnership. By meeting people where they are, reducing barriers to care, and walking alongside unhoused residents and service providers alike, they have proven themselves an indispensable ally in building a healthier, more resilient, and more compassionate community for all.

TAY Support: Community College Basic Needs Partnership

Key Partners: Contra Costa Community College District, Basic Needs Programs and Youth Action Board

Nominated by: Caroline Miller, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: District 1

Reason for nomination: *Over the past year, the Youth Action Board (YAB) has partnered with the Contra Costa Community College District's Basic Needs Programs (4CD) to better support Youth & Young Adults (YYA) experiencing homelessness or in need of essential services. This partnership centers YYA with lived experience. Together, the YAB and the 4CD Basics Needs Program helped shape the county's YYA Strategic Plan process and brought critical homeless resources directly to students during Welcome Week.*

The YAB would like to give special thanks to Hope Dixon, Basic Needs Coordinator at Contra Costa College. Hope's unwavering support and genuine commitment to uplifting youth voices has been key to this partnership's success. From consistently showing up to YAB meetings to helping host the first-ever YYA Homelessness Panel at Contra Costa College during Homeless Awareness Month 2024, Hope has modeled what it means to be a true partner and advocate.

TAY Support: Community College Welcome Week

Key Partners: CCH's CORE mobile outreach Transition Aged Youth (TAY) Education Team; Youth Action Board (YAB) and Contra Costa Community Colleges

Nominated by: Caroline Miller, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *The Youth Action Board (YAB) partnered with the CCH CORE mobile outreach Transition Aged Youth (TAY) Education Team to bring vital homeless resources directly to students across all Contra Costa Community College District campuses during Welcome Week. This partnership is rooted in lived experience—both CORE mobile outreach staff and YAB members have lived experience of homelessness—and their work and partnership are critical in ensuring outreach is authentic, effective, and driven by those who know the challenges firsthand. By providing resources on campuses, the partnership meets students where they are, breaking down barriers to housing and support.*

The YAB would like to give a heartfelt shoutout to Sherina Criswell, Care Coordinator with the CORE mobile outreach TAY Education Team. Thank you for bringing your heart to this work every day and for your gift of connecting with everyone you meet. You embody the spirit of this partnership—leading with care, authenticity, and commitment to young people

TAY Support: DVC Partnership

Key Partners: CCH's CORE mobile outreach program and Diablo Valley College

Nominated by: Sherina Rina Criswell, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: District 4

Reason for nomination: *The key partners in this collaboration include CCH's CORE mobile outreach program, Diablo Valley College (DVC), and Contra Costa Health Services. This partnership brings together education, outreach, and healthcare services to create a more holistic approach to supporting individuals experiencing homelessness. People with lived experience of homelessness are engaged in multiple ways. CORE mobile outreach regularly employs or consults with peer advocates who have firsthand experience with homelessness, ensuring services remain compassionate, trauma-informed, and culturally relevant. These individuals often participate in outreach efforts, act as trusted messengers, and provide feedback that helps shape the services offered through this partnership. Their insight is critical in building trust with unsheltered populations and in tailoring responses to real-world challenges. The CORE mobile outreach and DVC partnership supports people facing homelessness by bridging critical gaps between emergency outreach and long-term stability services. CORE mobile outreach teams conduct field engagement to identify and connect unsheltered individuals with immediate needs such as shelter, food, hygiene kits, and medical care. Through collaboration with DVC, individuals are also given access to educational pathways, workforce development, and support programs that aim to create sustainable exit routes from homelessness. In addition, DVC's Basic Needs program and Student Services provide wraparound supports—including case management, mental health counseling, and assistance with applying for*

financial aid and housing. This integrated model allows clients and students experiencing homelessness to transition from crisis to stability, with educational and vocational tools to support long-term independence.

One unique aspect of this partnership is its commitment to reducing the stigma of homelessness within educational spaces. By fostering a culture of inclusion and support at Diablo Valley College, students facing housing instability can pursue their education without fear of discrimination. The collaboration also emphasizes the importance of mobility and flexibility—CORE's mobile units and outreach strategies are designed to meet people where they are, both physically and in terms of their readiness to engage in services. This trauma-informed approach has proven effective in building trust and empowering clients toward self-determined goals.

TAY Support: FYI Vouchers

Key Partners: Contra Costa Employment and Human Services (ESHD) Children and Family Services Bureau, Hope Solutions and Housing Authority of Contra Costa County

Nominated by: Shelby Ferguson, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *This partnership is a collabrative effort to serve former foster youth in moving into independent housing, many for the very first time in their lives. This collaboration helps the young person apply for the Foster Youth to Independence (FYI) voucher, a housing voucher for former foster youth. The team also provides housing navigation to help locate a unit, and financial assistance to help participants secure and move into housing.*

TAY Support: TAY By Names List Case Conference Partnership

Key Partners: Contra Costa Coordinated Entry Team; CCH's CORE mobile outreach TAY, Education Team & Family Teams; CCH's Contra Costa Youth Continuum of Services (CCYCS) Team;Hope Solutions TAY Programs Team;and Trinity Center.

Nominated by: Mary Juarez-Fitzgerald, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *This partnership helps ensure that all TAY experiencing literal homelessness in Contra Costa County are connected to the services they need to move toward housing stability, offering a model of coordinated response in addressing homelessness for a specific population in our community. Also special thanks to the CCH:H3 HMIS team for creating the report / data system to support implementation!*

This housing-focused case conference, led by the Coordinated Entry (CE) Team, convenes bi-weekly and brings together dedicated TAY providers to identify housing solutions and pathways for every known TAY-headed household experiencing literal homelessness in our community. Since its launch in November 2024, through the Tipping Point Collaborative's Bay Area TAY initiative, this effort has strengthened the homeless system's response and deepened collaboration among TAY providers. Impact highlights (Year One): 350+ unduplicated TAY discussed and served 300+ connected to street outreach 120+ referred to shelter 90+ referred to permanent housing programs 100+ connected to other essential services and/or reunited with family This meeting ensures that all TAY experiencing homelessness in Contra

Costa County are connected to the services they need to move toward housing stability. Together, this collaboration represents the power of partnership in driving solutions for young people facing homelessness and offers a model of coordinated, housing-focused response.

TAY Support: Youth Action Board

Key Partners: RYSE Center, CCH: Health, Housing, and Homeless Services (H3) and the Continuum of Care (CoC)

Nominated by: Caroline Miller, CCH: Health, Housing and Homeless Services

Supervisorial District of Nominee: District 1

Reason for nomination: *Since 2022, RYSE has partnered with Health, Housing, and Homeless Services (H3) and the Continuum of Care (CoC) in advancing our county's response to youth and young adult (YYA) homelessness. Together, we launched the Youth Action Board (YAB) in 2024, creating paid leadership roles for young people with lived experience. Through the YAB, youth leaders directly shape and guide system improvements in collaboration with key stakeholders working to end YYA homelessness. Their vision is at the heart of the YYA Strategic Plan which reflects their vision to "increase the number of centers like RYSE—spaces with wraparound services that prioritize joy, healing, hope, and fun." Through the Housing Justice Program, RYSE provides housing stabilization, rental assistance, family reunification, conflict resolution, and advocacy with landlords and agencies with an approach that is deeply relational and grounded in healing, justice, and youth leadership. RYSE also advocates alongside young people, ensuring that their lived experiences are at the center of policy and practice. In 2024, more than 200 young people received housing support and linkages through RYSE's programs.*

H3, the CoC, and YAB extend our deepest gratitude to the RYSE Center for your commitment to young people. Special shout-out to Kanwarpal Dhaliwal, Gemikia Henderson, and Randy Joseph. Thank you for keeping us accountable and reminding us of the healthy struggle toward building a Contra Costa where

YYA are not just supported but truly honored and uplifted as partners in shaping their own ecosystem of care.

Teaming Up For Success

Key Partners: Nola Wright, ECM Case Manager, Contra Costa Health and Ms. Roman Smith, client

Nominated by: I don't know Smith, Client

Supervisorial District of Nominee: Care Manager

Reason for nomination: *I am honored to nominate Nola Wright for her exceptional partnership in supporting me and my children during one of the most difficult times in our lives. Over the past year, Ms. Wright has worked side by side with me through Enhanced Care Management, not only ensuring my medical needs were met but also helping me navigate the many barriers that stood between my family and safe housing. Our work together was truly a partnership. Ms. Wright stayed in close communication with me, checking in regularly, listening to my concerns, and helping me set priorities. She supported me in scheduling medical appointments, making sure prescriptions were refilled on time, and advocating for my care when I felt overwhelmed. At the same time, she recognized that my family's health and safety could not be separated from our unstable housing situation. When I was offered an apartment, Ms. Wright immediately stepped in as a partner. She connected me with a housing resource that paid the security deposit, but she didn't stop there. She walked me through the application process, encouraged me when I doubted myself, and followed up to ensure everything was completed on time. Her consistent support meant I didn't have to navigate these challenges alone.Through this collaboration, we were able to secure a safe home for me and my children, moving us out of an abusive environment and preventing homelessness. This nomination recognizes not only Ms. Wright's dedication but also the partnership between myself,*

Enhanced Care Management, and local housing resources. Together, this partnership provided stability, safety, and a foundation for a better future for my family.

Miss Nola Wright makes a life-changing difference for those she serves. She ensures that each person feels seen, heard, and cared for throughout the entire process of transitioning into housing. Her assistance goes beyond just finding a place to live; she provides resources such as food pantry access, meal delivery services tailored to health needs, and guidance toward community supports that strengthen long-term stability. Individuals like myself have directly benefited from her compassion and thoroughness. Nola helped me secure a home for my three daughters and myself, helping to remove us from a domestic violence environment. I left every meeting feeling comfortable and supported every step of the way. Her work is deeply valued not only by the individuals and families she helps but also by the broader community, which recognizes her as someone who restores hope and dignity to people who need it most.

Miss Nola Wright is not only a resourceful advocate but also a truly kind and caring individual. She treats every person with respect and humanity, making sure no need is overlooked. Her dedication is personal and heartfelt, and she carries out her work with a spirit of generosity that makes a lasting impression. She does not just place people into housing—she makes sure they feel secure, cared for, and supported in building a better future. Her work is a shining example of what it means to truly end homelessness, one life at a time.

Trinity Center/ St. Mary's Partnership

Key Partners: Trinity Center and St. Mary's congregation with St. Vincent de Paul network

Nominated by: Joshlynn Little, Trinity Center

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Over the past several months, Trinity Center has had the privilege of building a meaningful and impactful partnership with St. Mary's congrgation working with the St. Vincent de Paul network. Together, we have worked hand in hand to support our unhoused and housing insecure neighbors in Contra Costa County, ensuring they have access to not only critical day services and case management through Trinity Center but also vital one time financial assistance through St. Vincent de Paul. This collaboration has directly resulted in $5,000 of financial support to Trinity Center members, meeting a wide range of urgent needs. With these funds, members have been able to pay for car insurance, secure a car starter to get to work, cover a PG&E bill, maintain storage units, register their vehicles, repair a car, pay a phone bill, and even cover application and deposit fees for housing. These supports have prevented setbacks that often push individuals deeper into crisis while also creating opportunities for stability and forward progress. Our partnership centers the voices and lived experiences of those we serve. Every request that comes through is rooted in the immediate and specific needs expressed by our members. By listening to their circumstances and advocating alongside them, this partnership empowers individuals with agency and dignity rather than assuming a one size fits all solution. The flexibility of this partnership has been especially meaningful, allowing us to address barriers that, though they may seem small, are often the deciding*

factor in whether someone can access employment, maintain housing, or continue on their path toward stability. This partnership has had a direct and tangible impact on individuals experiencing homelessness in our county. By addressing critical financial gaps, Trinity Center and St. Mary's St. Vincent de Paul together help members avoid losing what little stability they have while moving them closer toward their long term goals. For example, paying for a phone bill allows a member to stay connected to their employer and case manager. Covering car repairs or registration keeps transportation available for work and appointments, and for the many individuals who live in their cars, keeping those repairs and registrations current is vital to ensuring their home remains usable and safe. Supporting application fees and deposits removes a significant barrier to securing housing. These interventions are life changing, giving our members hope and opportunities to move forward.

The success of this partnership is not only in the dollars spent but also in the relationship built between our organizations. Our staff, particularly in collaboration with Barb from St. Mary's, have created a streamlined and responsive process that makes assistance both accessible and timely. This trust and communication have been key to maximizing impact, and we are deeply grateful for the compassion and dedication St. Vincent de Paul brings to this work. We look forward to continuing to strengthen this partnership and expanding the ways we can meet the needs of Trinity Center members together.

Unsheltered Veterans Surge Event

Key Partners: VA Homeless Program, CCH's CORE mobile outreach program, CCH's Coordinated Entry Team, Insight Housing, Shelter Inc'.s SSVF program and Veterans Accession House

Nominated by: Jai De Lotto, Department of Veterans Affairs

Supervisorial District of Nominee: They serve the entire county

Reason for nomination: *Together this team provides services to unsheltered and At-Risk Veterans. We had a succseeful Unsheltered Veterans Surge Event on 7/30. The goal was to identify Unsheltered Veterans in CCC, connect them to the VA (if not in the system), admit same day interhim housing and HUD VASH Program for voucher. We had 4 Outreach teams with a representative from SSVF, VA Homeless Programs and CORE, each bringing their specified knowledge and skillset to the teams. Used the Veteran By Name List (VBNL) to identify the eligible unhoused Veterans and location. We had multiple meetings as a team to make sure the list stayed updated. CORE was the lead driver due to their knowledge of the hot spots, SSVF completed screenings in the field to support the enrollment process, VA Homeless Program completed a prescreening to identify specific program eligiblity - before sending the Veteran to the HUB where we had onsite HUD VASH Screenings, Social work Triage, Nurse, Supportive Services for Veterans Families, Social Security Rep, Veterans Benefits Rep, Veteran Service Officers, Veternary services and free phones. We had additional drivers to take Veterans to the HUB and then to the housing they were referred to. VA and CoC Coordinated Entry Specialists sat side by side to confirm if Veterans were in each systems and to gather the most recent status of services received. As a team we exceeded our goal: 32 Veterans engaged in street outreach, 10 Veterans admitted to our HUD VASH program and streamlined for a HUD VASH Voucher, 13 Interim Housing placements, Social Security assisted 10 Veterans , VBA 9 Veterans and 26*

Veterans presented at the HUB for services. We only had 2 months to coordinate this big event and since our Veteran services and CoC Homeless Programs teams already had a lot of these relationships already established along with the processees in place, we were able to build upon that and make is a successful event. Brittany Ferguson from the Contra Costa Coordinated Entry Teams adds, "Jai DeLotto, on behalf of the VA coordinates with the various Veteran Services in Contra Costa. He coordinates the Veteran's By Names Lists meetings and spearheaded the 2025 Contra Costa Veteran Surge event. His leadership is truly admireable."

Outstanding Volunteer Recognitions

The Contra Costa Council on Homelessness wants to recognize individuals or groups who have enriched the lives of people facing homelessness in Contra Costa County through volunteer efforts. Outstanding efforts can be demonstrated by length of involvement, by a strong concentration of service or impact of efforts. The nominee must volunteer in Contra Costa County and the volunteer activity must be without pay

Nominees

1. **Bay Church Shower Volunteers**
2. **Christina Castle-Barber**
3. **Daniel Aderholt Sr.**
4. **Daniel Aderholt Sr.**
5. **Darren Stallcup**
6. **Donnie Diego**
7. **Facing Homelessness**
8. **Jenny Slye**
9. **Mark Pitzlin**
10. **May Yamamoto**
11. **Moises Riley**
12. **Nichole Gardner**
13. **Ricka Davis-Sheard**
14. **Ricka Davis-Sheard**
15. **Teresa Pasquini**
16. **Teri Edlinger**

The following pages contain descriptions of each nominee as provided by the person (s) who nominated them

Bay Church Shower Volunteers

Nominated by: Margaret Wessner, I work on the mobile clinic at the Martinez Marina where the shower volunteers come

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Bay Church members volunteering to provide showers in Martinez, Bay Point, Pittsburg, and Antioch

The volunteers from Bay Church bring showers, hot coffee and breakfast, and their human warmth and care to multiple locations (I know them from Martinez). They are super consistent and dependable, and they bring their genuine humanity every week.

In a time where the loudest Christians are preaching hate, and where the majority of Christians are driving past poverty without a second glance, it is so heartening to witness people following the teachings and example of Jesus.

Christina Castle-Barber

Nominated by: Deborah White, Priest

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Christina Castle-Barber is a tireless advocate for people experiencing homelessness. She created the Laundry Love with Grace service, which provides clean laundry and bedding for low or no-income families and individuals. She helped develop Grace's Blessing Box, which offers free food to individuals who need it. Within the last year, this program has grown over 300 percent. Christina has also begun working with other non-profits to establish Laundry Love services in other Contra Costa cities. Christina also coordinates Grace Church Martinez's participation in Winter Nights, which provides shelter and meals for families during the winter months (six years); she assists with the backpack and Spirit of Giving programs at Hope Solutions (six years); and co-chairs the annual Community Thanksgiving Dinner at Grace (three years). Christina also participates in ministry to Death Row inmates (over 20 years).

It is hard to estimate how many individuals facing homelessness have benefited from Christina's work, but I would guess that her creation of Laundry Love with Grace alone has assisted at least 100 people over the last year. The Grace Thanksgiving Dinner has served over 50 people each year for the last 8 years. Her work with Hope Solutions and Winter Nights benefits at least 75 people each year. Christina's work is not only valued by the individuals who are facing homelessness that it is designed to serve, but by other community and nonprofit agencies as well. Individuals being served by Laundry Love attended our first annual Laundry Love fundraiser at Grace, speaking with love

about their participation in this work. Laundry Love has received grants from the City of Martinez; The Martinez Community Foundation; the Episcopal Impact Fund; and inspired another church in Martinez (First Congregational) and one in Lafayette (St. Anselm's Episcopal) to fundraise for this service. Christina's ministry is particularly beautiful, because it is based on people working together, regardless of their economic circumstances. It is not ministry in which one party gives and the other receives. It is work that respects the dignity and value of everyone who participates and everyone benefits by participating. This is what it means to be a community.

Christina has worked for the county for many years in services to our unhoused neighbors, but everything I have described in this nomination is done as a volunteer outside of her hours for the county.

Daniel Aderholt Sr.

Nominated by: Heather Smith, American River Homeless Crew VP and Secretary

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Daniel Aderholt Sr has been helping our unhoused all over California everyday. He helps Contra Costa County,Madera,Fresno, Tulare, San Jaunquin county and sacramento county, Solano, Alameda,Bakersfield etc, with his American River Homeless Crew members with supplies and brand new clothes and food and he practically lives in Contra Costa County antioch and concord area helping our homeless there the most! he's saves 1,000's of peoples lives everyday.

All of the homeless love Daniel Aderholt and he helps them everyday survive living on the streets with food, brand new clothes, supplies. tents, sleeping bags and his church groups housing our homeless off the streets much as they can each month.

Daniel Aderholt was mentally and physically abused by his soon to be ex wife claudia aderholt and he still put his homeless family first . im one of the homeless he saved off the streets and now i help coordinate supplies and cleanups with his American River Homeless Crews.. my name is Heather Smith.

Daniel Aderholt Sr.

Nominated by: Miguel Chapman jr, Homeless volunteer of American River Homeless crew non profit

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

My CEO of American River Homeless crew non profit hardly ever sleeps he's always helping our homeless and when someone calls him needing help? Out the door he goes and he's driving all over California helping us .. I am homeless myself and he's made me inventory manager of our non profits.

He is always willing to come help no matter what time of day or night we call him. This man saves 1,000s of us each year living on the streets from dying

There is no homeless advocate more loving and understanding then Daniel Aderholt.

This man spent 978,790 dollars helping us homeless since he started American River Homeless crew non profit and I know this for a fact by his receipts. This man spends his own money saving our homeless from dying everyday.

There is no one like Daniel Aderholt Sr in this world and we the homeless love him 🙏

Darren Stallcup

Nominated by: Darren Stallcup, I am nominating myself, respectfully.

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Helping the less fortunate as well as advocating for recovery

Hundreds of less fortunate both in Contra Costa County and San Francisco

I would like to nominate myself, Darren Stallcup, for recognition in the Outstanding Volunteer. Over the past several years, I have committed myself to going above and beyond in addressing homelessness and the fentanyl crisis in both Contra Costa County and San Francisco. My work has been driven not by pay or recognition, but by a deep belief that every person deserves dignity, safety, and hope for a better future.

As a volunteer, I have spent countless hours on the streets distributing food, clothing, hygiene kits, blankets, and tents to individuals experiencing homelessness. I have also worked directly in shelters, helping with intake, providing support, and guiding people toward programs that can assist with employment, housing, and rehabilitation. My efforts extend beyond basic aid, I hand out Narcan and fentanyl test strips, educate people on overdose prevention, and encourage those struggling with addiction to take the first steps toward recovery. These efforts are consistent, hands-on, and deeply personal. I do not walk past people in need, I stop, listen, and help. Building relationships with the less fortunate because I know what it's like myself to be homeless as my home burned down and I lost everything and had to rebuild my life. Now I offer hope in the form of both action as well as kind words of

encouragement because if I can do it, anybody can do it. There is hope. There is a way out. Recovery is possible. It's never too late to turn your life around and live the life you always dreamed of. This commitment to treating every unhoused individual with humanity is at the heart of my service.

Beyond volunteering, I have worked tirelessly to build partnerships that amplify impact. By connecting with churches, nonprofits, community advocates, and other local leaders, I have helped coordinate resources and mobilize volunteers in a way that reaches more people than I ever could alone. I have organized fundraising efforts to provide critical supplies, collaborated with faith organizations to expand outreach, and worked with advocacy groups to push for safer, cleaner, and more compassionate approaches to homelessness and the fentanyl epidemic. These partnerships are not just about coordination, they are about uniting different voices, experiences, and strengths to create lasting change in both Contra Costa County and San Francisco.

I believe my efforts as both a volunteer and a partner go above and beyond the ordinary. This work requires consistency, sacrifice, and courage… showing up day after day, even when the problems seem overwhelming. I am proud of the difference I have made, but I also know there is so much more to be done. For these reasons, I respectfully nominate myself, Darren Stallcup, for recognition during Homelessness Awareness Month.

Donnie Diego

Nominated by: Rich Town, friend

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Donnie Diego is more than a leader — he is a voice, an advocate, and a guiding light for those experiencing homelessness in Contra Costa County. Having walked through homelessness himself, Donnie carries a deep understanding of the challenges faced by our most vulnerable neighbors. Today, he turns that lived experience into action, compassion, and change. As Chairman of the Consumer Advisory Board for Healthcare for the Homeless, Donnie has ensured that the perspectives of people with lived experience are not just heard, but centered in countywide decision-making. Under his leadership, the board has strengthened collaboration between providers and the community, making healthcare and housing programs more responsive, humane, and effective. Beyond policy, Donnie's daily work embodies hope in action. As a Registered Substance Abuse Counselor, Peer Support Specialist, and Discovery House Alumni Association Board Member, he meets people where they are, walking beside them through recovery, mental health challenges, and the difficult path out of homelessness. His trainings in WRAP, CBT, DBT, and crisis intervention equip him with the tools to help individuals heal, while his heart ensures they feel seen, valued, and never alone. Donnie's impact can be measured not just in programs improved or meetings led, but in lives changed — in the resident who found courage to begin recovery, in the shelter guest who learned new life skills, in the countless people who now have a voice at the table because he insisted they belong there. Quietly but powerfully, Donnie has helped turn hardship into hope, and struggle into

strength. He is a true unspoken hero whose dedication continues to transform the homelessness community of Contra Costa County.

Donnie is also a S.P.I.R.I.T. graduate class of 2020. Having been homeless for the past three years he has thrived during his journey.He is currently at Delta Landing in Pittsburg, CA, for two years he was an outstanding client at Brookside Shelter in Richmond, CA. He volunteered over 85% of his time helping the shelter staff to run the program smoothly and efficiently as possible. He helped with inventory of the facility, he was the liaison between the clients and the staff. He took on the role of welcoming each and every single client that came in and made sure their immediate needs were met, (clothing, hygiene products, shoes, bedding etc.) He was always the first person to offer himself to anyone, whether it be staff or clients, who needed help. He was always being of service and it was obvious that he enjoyed every minute of it. So much so that the management staff at Brookside Shelter elected him Vice-President of the Resident Council. He also co-facilitated the life skills group, led by Pacific Clinics, at the shelter three days a week. His accomplishments in the re-entry and homeless community are many and beyond reproach. He efforts have been recognized by the State Legislature and has been given certificates of recognition twice by the AssemblyMember Buffy Wicks, from the 14th District. He was also given the Harriet Tubman Award along with a list of many others. He is certified Opioid Overdose and Rescue Training because he understands that addiction runs rampant in the homeless community. He sits as the Chairman of the Contra Costa County Consumer Advisory Board for Health Care for the Homeless, a role he takes very seriously. So much so that he waived any compensation from the county for his participation and asked that it be put back into the program to make a greater impact in the cause. He has been featured on the front page of the Voice publication also for his role and advocacy in the community. We sincerely believe he is a Hero and the voice of a community that is often unheard and unseen.

Facing Homelessness

Nominated by: Nichole Gardner, Director of Facing Homelessness/ I am nominating the Facing Homelessness Team

Supervisorial District of Nominee: District 5

Reason for nomination:

Facing Homelessness Street Outreach Team

The Facing Homelessness Street Outreach team serves hot meals to the unhoused living on the streets of Antioch. Also providing them with basic necessities, harm reduction supplies like narcan, celebrate unhoused residents birthdays, holidays, and other special events. This past year the team started a bowling outreach to take unhoused individuals bowling. Their goal is to not only provide food, drinks and supplies but to bring hope to all of those living on the streets of Antioch. They work hard and not only serve the unhoused during their weekly outreach but are heavily involved with advocating for the poor and also attending and assisting during encampment sweeps in the city by being a liason between unhoused residents and city staff and our elected officials.

This is a hard working team who have compassion for the unhoused living on the streets of Antioch and are heavily involved in the community. The entire team should be recognized for their hard work and dedication to Antioch's unhoused communities.

Jenny Slye

Nominated by: Daniel Aderholt Sr, CEO of American River Homeless Crew 501c3

Supervisorial District of Nominee: District 3

Reason for nomination:

Jenny Slye has been a devoted member of American River homeless Crew helping our homeless in Antioch California. She's always the first to volunteer to help her CEO Dan Aderholt supply our homeless in Contra Costa County every week for over a year.

Jenny makes people smile and laugh with her funny remarks and cheers those up who needs it the most while she hands out donations to our homeless.. she was homeless herself before.

Jenny Slye has come along ways and doesn't let hard times discourage her from helping those in need.

Mark Pitzlin

Nominated by: Eve Birge, Community partner

Supervisorial District of Nominee: District 4

Reason for nomination:

Mark, of Mark's Light Ministries, has been quietly but powerfully serving unhoused individuals in the Contra Costa region for over ten years. What began as a simple act of compassion—Mark and his wife walking through Martinez, offering a single sandwich to a person in need—has grown into a sustained, high-volume outreach delivering hundreds of meals and much more, twice a week, across several cities (Concord, Martinez, Pleasant Hill). Length of involvement: Approximately ten years. The journey started when Mark's wife was diagnosed with early onset Alzheimer's; walking together became a time to serve. Over the years, Mark has carried on even as circumstances changed. Concentration of service: Twice weekly distributions, each time producing 300+ meals, going to multiple encampments and locations. No overpass, no group of people seen in need, is overlooked. Mark consistently responds to spontaneous needs ("if someone looks like they need a meal just walking around, his call is 'How about a meal?'"). He also personally addresses urgent medical or crisis situations, stepping in when others would not (for example, when someone was seriously ill and paramedics didn't help, Mark carried him to safety so treatment could be administered). Additional forms of giving: Beyond meals, Mark invests in relationships. He delivers friendship, remembers names, greets people with warmth. He spent years offering free puppet shows to families in community centers, creating laughter and lightheartedness. He does not withhold; every piece of food is made as though he would eat it. He

helps in non-meal ways: retrieving a tow hitch from home to move someone's belongings to prevent their possessions from being lost, for example. Humility & selflessness: Mark's service is not for recognition. He does not push his religious beliefs, though his faith motivates him. Instead, his approach is of listening, caring, meeting practical needs, respecting people's dignity. Impact: Last year, White Pony Express provided Mark with 51,748 pounds of prepared meals, grab-and-go items, fruit, and snacks—and Mark conscientiously distributed this bounty to encampments so it could find its way to unhoused neighbors who would otherwise be without. The scale is massive. For many recipients, these are not occasional meals but a lifeline—the difference between going hungry or having enough or not having someone who will show up and care.

Mark's service makes a difference in many ways: • For the unhoused individuals themselves: o Physical nourishment: Regular, nutritious meals, not just hand-outs. The food is prepared with care. For many, this is the only reliable source of meals during the week. o Stability & predictability: Knowing that twice per week Mark will show up with food, with compassion, bearing both food and friendship creates emotional/psychological relief. It helps reduce anxiety about where the next meal comes from. o Dignity and respect: Mark treats people as equals. His statement, "I will not make anything I would not eat myself; they are not less than me," speaks volumes about how he views those he serves. He preserves dignity through respectful interaction. o Hope & human connection: More than food—Mark provides companionship, listening ear, hugs, remembering names. For people facing isolation, mental illness, or being ignored, this is a healing presence. o Mark's actions often ripple outward: for example, helping a woman avoid losing all her possessions by tracking down a tow hitch. That stabilizes her situation immediately and prevents additional trauma & loss. • Who values Mark's work: o Recipients themselves: quotes show deep gratitude: "The food is so helpful … enough for all of us …" "Without Mark no one would know we exist." These are people who otherwise are marginalized. o Partner organizations: White Pony Express relies on Mark to distribute

large quantities of meals and items. Without his dedication, reach would be far lower. o Local community: neighbors, volunteers, churches who donate, friends who support his ministry. The Lutheran church and others fund him and help him scale up. They value that Mark is trustworthy, consistent, and generous. o County agencies (indirectly): Mark's kind of work fills a vital gap in food security and emergency response in the unhoused community, complementing what shelters or formal agencies do. His work lessens pressure on public agencies and addresses needs that would otherwise go unmet. • Why it matters: Because many people experiencing homelessness are too often invisible, ignored, or treated as problems to be solved. Mark does not treat them as statistics. He invests time, energy, and compassion. He does what most volunteers will not: go into encampments, walk without reward, stay in relationship. His work is transformative for individuals, offering not just relief but dignity, acknowledgment, and hope.

Mark's service grows out of personal adversity (his wife's Alzheimer's), which gives a deeper sense of sacrifice, perseverance, and humility.

He is deeply relational: hugs, remembering names, greeting all people. These small gestures carry enormous weight among people who often go unnoticed.

He tailors responses to real need, not rigid programs: spontaneous meals, delivering food when someone is hungry just walking by, helping with a tow hitch, responding when paramedics refuse—these are acts beyond protocol.

Mark does not seek recognition; indeed, some of those he helps describe him as "a friend with food and caring."

May Yamamoto

Nominated by: Joleen Lafayette, Executive Director of Loaves and Fishes

Supervisorial District of Nominee: District 5

Reason for nomination:

It is with deep gratitude and admiration that we nominate May Yamamoto for Volunteer of the Year. May is a shining example of what it means to serve with compassion, consistency, and heart. She dedicates the majority of her days to Loaves and Fishes, offering her time, energy, and spirit in countless ways that uplift both our clients and our team. Always wearing a warm, welcoming smile, May brings light and positivity to every space she enters. Her helpful nature, tireless work ethic, and unwavering reliability have made her an essential and deeply valued part of our organization.

One of May's most visible contributions is the LFCC beautiful garden outside our building at 835 Ferry Street, she lovingly manages it daily making sure it is looking good, trimmed, and watered. Through every season, she brings life and color to our space by planting flowers and maintaining a community vegetable garden,, creating a welcoming and peaceful environment for everyone who walks through our doors and by our building. Her attention to detail and pride in her work are evident in every bloom and leaf.

But May's impact doesn't stop there. Each Saturday, she can be found in our dining room helping to prep meals and serve hot food to our clients. Her

kindness, care, and commitment to service are evident in every interaction, making each person feel seen and respected. She brings the same generous spirit to the Martinez Senior Center, where she volunteers when she's not at Loaves and Fishes, continuing her mission to support and care for others in our community.

May's work is not driven by recognition but by a deep and genuine desire to help others. She is giving, dependable, and one of the hardest-working volunteers we've had the privilege to know. Her humility, consistency, and kindness embody the very best of what it means to serve. We are incredibly fortunate to have her as part of our Loaves and Fishes family, and we can think of no one more deserving of the title Volunteer of the Year.

Moises Riley

Nominated by: Moises Riley, Son

Supervisorial District of Nominee: I don't know

Reason for nomination:

moises alexander amaya

con la experiencia personal, pude demostrar a la comunida y a todos los estados de este pais que tan necesario y urgente necesitamos cambiar el panorama de todas esas personas que sufren y que sufrieron por un largo perido la falta de un hogar y lo mas importante motiva y consientizar al gobierno y identidades nogubernamentales de tomar nuevos planes de vivienda para poder dar un lugar seguro a nuestros hijos y ala comunida que pasan por dificultades en la vida cotidiana por lo tanto invito a toda la comunidad que nos unamos a cambiar el futuro de nuestras comunidades que sufren las personas sin hogar y trabajar en equipo para que nuestros condados y los departamentos de servicios sociales y las identidades que apoyan estos recursos puedan tener una mejor vision y apoyar mas a esas personas que lo necesitan ser parte de esta dura y fuerte realidad que tuve que vivir me hizo motivarme a que en el futuro podamos dar mas apoyo al quien mas lo necesita por que todos merecemos un techo y una vivienda justa y segura por que todos somos iguales no importando su raza,cultura,o estado migratorio todos merecemos una mano amiga que brinde seguridad a nuestra comunidad domino a este gran personaje que apesar de las dificultades y retos pudo dar a conocer la realidad que vive las personas que viven en la calle sufriendo junto a ellos pudo lograr mucho mas experiencia y fuerza cuando mas lo necesito no solo es un simple chico es nuestra voz de la comunidad de personas sin hogar

cada experiencia que vivi en la calle me hizo mas fuerte y perseverante en la vida por que nunca deje que los optaculos me derrotaran y orgulloso de mi mismo por que pude aportar un impacto positivo no solo en la comunidad sino aun nivel departamental estatal he internacional en poder consecientizar que tan importante es la inclusion y consientizacion para nuestra comunidad que lo necesita

Nichole Gardner

Nominated by: Tami Weinert, Friend and fellow outreach worker

Supervisorial District of Nominee: District 3

Reason for nomination:

Nichole Gardner advocates for our city's unhoused men and women daily. She is involved in going before our mayor and city council, cooking and serving, managing a Facebook page to allow our homeless friends, advocates and those who want to help to stay connected. She travels and goes to encampment sweeps. She advocates for rights for those who are being moved from pace to place. She is a friend to our unhoused neighbors and a voice that cries out on their behalf. She has been doing this for about 10 years I believe. Probably longer. I met her many years ago at an event for our unhoused community.

There are tears when someone sees you and sits with you in your hardship. This in Nichole. She hears them in her heart, her actions and in her prayers. I have worked in outreach for any years and I live how she loves people and seeks to serve them in so many different ways. Very inspiring.

She is also a mom and takes care of her boys while serving our community. Nichole is full of empathy and is lionhearted. She is about bringing people together and building this community and making sure our homeless brothers and sisters are seen, represented and loved.

Ricka Davis-Sheard

Nominated by: Ms. Evon Ufland, Friend

Supervisorial District of Nominee: District 5

Reason for nomination:

Ms. Ricka of SHARE Community is coming up on 5 years of committed service to the unhoused community. They offer hot showers, clothing and hygiene packets, breakfast, water & coffee.

The work that Ms. Ricka does for the unhoused community is selfless, kind and loving. Offering something so simple as a hot shower makes a world of difference in the lives of the unhoused community she serves. The warm smiles are the rewards for the hardworking, commitment and kind jesters of resources and hope are shared with our Antioch unhoused community.

Ms. Ricka and the SHARE Community are a light and beacon of HOPE during the in between stages of our unhoused community here in East Contra Costa County in the city of Antioch, Ca.

Ricka Davis-Sheard

Nominated by: Marjorie Oliver, Partner in unhoused residents' advocacy

Supervisorial District of Nominee: District 3

Reason for nomination:

For the past five years, the volunteers of SHARE Community have faithfully dedicated their time, energy, and compassion to serving unhoused residents of Antioch through our mobile shower program. Their commitment goes far beyond the simple act of providing showers. They have shown up week after week, rain or shine, to create a welcoming environment where dignity and care are restored. These volunteers have concentrated their service on ensuring that community members who are often overlooked have access to basic needs such as food and coffee, clean, hot showers, hygiene kits, laundry vouchers, and fresh clothing. Their impact extends far beyond hygiene. They offer kindness, encouragement, and Radical Hospitality®, reminding every guest that they are seen and valued.

Over the course of five years, their consistent presence has transformed lives by building trust with individuals experiencing homelessness, helping to reduce stigma, and connecting people with additional resources and referrals. Their dedication has been instrumental in making SHARE Community's services sustainable, reliable, and deeply impactful for the City of Antioch and other East County unhoused residents.

n/a

Teresa Pasquini

Nominated by: Lauren Rettagliata, friend

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Teresa Pasquini has been a voluteer for over 25 years for those who are most often homeless or living in situations that are making their lives unbearable. Teresa has helped hundreds of people living on the street find housing and also the needed treatment and care to stay housed. Teresa spent her time focused on advocating for a full continuum of psychiatric care that includes all levels of Housing That Heals. That continuum includes Adult Residential Facilities (ARFs) for those who cannot survive in supported independent living and do not deserve to be housed in a jail pod or a cardboard tent. Teresa is a former Contra Costa County Mental Health Commissioner. She was also a founding member of a Behavioral Health Care Partnership that began in 2009 at Contra Costa Regional Center, the county's public hospital. It was one of the first patient and family partnerships in the nation that focused on Psychiatric units; the forgotten units with forgotten patients. It is this work that taught her the importance of partnering with patients, families, and the staff who serve both. Teresa is on a mission to reform local, state, and federal mental health systems. So that homelessness is not an option when one leaves the hospital or a treatment center. Teresa's decades of lived experience drives her current passion for "Housing That Heals." Teresa has traveled extensively telling her story in a variety of forums, including the Institute of Healthcare Improvement, a Grand Rounds at the University of Michigan with our Chief of Psychiatry, an event at the National Quality Forum with a Contra Costa Sherriff Deputy, and a media event on Capitol Hill in 2015. She was one

of three family members from California who told our stories of failed first care that ended with tragic consequences for all three families. It is hard to capture the depth of despair that her family and so many others have experienced. Her purpose for taking this journey was to start a crucial conversation that would not leave her son uncounted.

Teresa's work has opened the door to housing with treatment for on average a 100 families a year who contact her seeking help so that their loved one does not end up in jail or homeless.

Teresa's work has impacted many of the current laws that now benefit people with a serious mental illness or substance use disorder. Through years of work she has used her influence to help both write and support legislation that helps those who are so seriously ill that they cannot help themself.

Teri Edlinger

Nominated by: Morgan Richie,

Supervisorial District of Nominee: District 1

Reason for nomination:

Teri Edlinger embodies compassion in action. At SOS Richmond, she has become a strong and steady presence in our donation center, ensuring that critical needs are never overlooked. When she learns something is missing — whether it's a warm coat, a pair of shoes, or basic supplies — Teri doesn't stop at identifying the gap. She goes out and finds it, making sure our unhoused neighbors have what they need to survive and stabilize. SOS staff member Desiree describes Teri as "the most beautiful soul" and her actions live up to this description. Her generosity is rooted in her own lived experience of love and loss. After her son passed away this year, Teri chose to donate all of his clothing to others in need, transforming personal grief into a source of comfort for the community. She brings that same spirit of compassion to every interaction, showing up with kindness, dedication, and a smile that lifts those around her.

Beyond meeting immediate needs, Teri invests in people's futures. A former hair stylist herself, she mentors a community member living in his car who aspires to become a barber. With patience and care, she supported his training and development until he could begin building a new career. For many, Teri has become like a loving grandmother — someone who sees their potential, believes in them, and offers unwavering support. Teri's commitment is quiet but profound. She enriches lives not just by what she gives, but by how she gives: with heart, humility, and deep compassion. SOS Richmond is proud to nominate her for Outstanding Volunteer.

Phoenix Rising Recognitions

This category recognizes individuals with a lived experience of homelessness who have demonstrated outstanding courage, strength and/or resilience through the Phoenix Rising category. The Phoenix is a bird that rises up again and again from the ashes. It embodies courage and resilience through its journey or flight. Nominated people must have a lived experience of homelessness in Contra Costa County and/or have experienced homelessness elsewhere and currently live and/or work in Contra Costa County.

Nominees

1. **Anastasia Lockwood**
2. **Ashley Ontiveros**
3. **Brittany Ferguson**
4. **Brittany Grenier**
5. **Christina Smith**
6. **David Nolan**
7. **Donnie Diego**
8. **Donnie Diego**
9. **Michael Callanan**
10. **Moises Riley**
11. **Nicole Rogers**
12. **Rebecca Sanders**
13. **Robin Butler**
14. **Tami Townsend**
15. **Tammy Stoicich**
16. **Tanya Ruscigno**

The following pages contain descriptions of each nominee as provided by the person (s) who nominated them

David Nolan

Nominated by: Morgan Richie,

Supervisorial District of Nominee: District 1

Reason for nomination:

David Nolan's journey exemplifies the courage and resilience at the heart of the Phoenix Rising Award. Once a participant in SOS Richmond's Job Readiness Program, David has risen from the challenges of homelessness to step into a role of leadership — inspiring others through both his hard work and his integrity. From the beginning, David's team recognized him as a natural leader. His honesty, work ethic, and reliability quickly set him apart, and his peers came to trust him as someone who would always show up and follow through. David does not shy away from difficult tasks or hard truths — instead, he leans in with determination and clarity. What makes David's leadership unique is the care he shows for others. His coworker Shyloh describes how David consistently looks out for his teammates, whether by making sure a bike wasn't stolen, motivating his crew to clean up entire blocks of trash, or encouraging them to keep pushing forward. David's trustworthiness and compassion have a direct impact not only on his coworkers, but on the community streets where his team works every day. David's story is one of transformation and service. By moving from participant to leader, he has become a living example of what is possible when resilience meets opportunity. His presence encourages others to believe in themselves, to imagine a future beyond survival, and to take pride in contributing to their community. In David, we see the embodiment of the Phoenix: rising again and again, carrying courage, strength, and care into every new chapter. SOS Richmond is proud to nominate him for the Phoenix Rising Award.

Michael Callanan

Nominated by: Tanya Ruscigno, Coworker

Supervisorial District of Nominee: District 1

Reason for nomination:

Mike started CORE mobile outreach and has stayed all these years because he has a passion for this work.

Mike is my new supervisor and he is calm, understanding, and always in a good mood. He listens to everyone and always is responsive.

Tami Townsend

Nominated by: Tanya Ruscigno, Coworker

Supervisorial District of Nominee: District 1

Reason for nomination:

Tami demonstrates strength, courage, and resilience every single day. She goes, goes, goes for all clients and her community. She cares about all of the unhoused and goes the extra mile.

Tami is a team player and always gives a helping hand.

Tanya Rusciguo

Nominated by: Brittany Ferguson, Colleague

Supervisorial District of Nominee: District 1

Reason for nomination:

Tanya Rusciguo each day demonstrates resilience, she is the true example of a phoenix rising. When she gets knocked down, she gets back up 10x harder. Tanya has lived experience homeless, and in recovery. I admire her strength and passion for helping and serving our community.

Ashley Ontiveros

Nominated by: La Tanya Johnson, Former case manager

Supervisorial District of Nominee: District 4

Reason for nomination:

This client was homeless, lost her children to CFS, and separated from all she has knows. During my time with her she graduated from SPIRIT program and Restore. Gained custody of her children moved and maintained permanent housing and received employment as a parent partner

Brittany Grenier

Nominated by: Michele Eklund, Friend/coworker

Supervisorial District of Nominee: District 4

Reason for nomination:

She shows up everyday with a positive attitude, she inspires her clients, she doesn't judge people. She helps everyone no matter what.

She's a beautiful soul

Nicole Rogers

Nominated by: Roberto Roman, Co-worker/friend

Supervisorial District of Nominee: District 4

Reason for nomination:

Nicole Rogers, a recent addition to the team at the Office for Peer and Family Empowerment (OPFE), knows that stories have beginnings and endings. It has taken some reflection for her to consider how her story began. "I feel like my story begins in a place of strength," she says, "even though it didn't seem like that in the beginning." The start of an 18-year process of overcoming mental health and substance use challenges also seemed like a very dark place to Nicole. "But in that dark place," she says, "there was a glint of light that showed through." In pursuing that light, she also experienced periods of homelessness and battled suicidal thoughts. The point where change seemed within grasp for Nicole was when she became pregnant. "I knew I had to save myself to save my unborn child," she says. A devastating reality faced Nicole when, during her pregnancy, her baby's father died from fentanyl overdose. "It really opened up my eyes, knowing that, as it was with him, it could have been with me, too." Nicole found a refuge in Restore, a faith-based recovery program that supports women who have graduated from inpatient treatment and have open cases with Children and Family Services. Nicole eventually became a manager, group facilitator, and admin worker there. At Restore, Nicole also learned about the SPIRIT program when, during a presentation by the peer co-instructors, she received encouragement to not only apply for SPIRIT but also look into the Clean Slate program to expunge her record and improve her employment opportunities. She was hesitant at first. "I was so stuck on my past that I didn't see my future," she says. "Even though I had shown signs of rehabilitation, I thought that there was no hope for me." Yet, hope prevailed! Nicole enrolled in SPIRIT and graduated in 2024. Now,

she is the newest SPIRIT Peer Vocational Specialist at OPFE. Her journey has changed her outlook. "There's always time to rebuild your life, if that's what you want. Bad moments and bad times don't have to equal bad life."

I can personally vouch for Nicole's integrity, perseverance, and dedication to helping others. She has become an instrumental part of the Office for Peer and Family Empowerment team over the last year. Her journey through adversity into victory inspires me immensely. I am grateful to be able to call her my colleague and friend.

Rebecca Sanders

Nominated by: Tanya Ruscigno, Supervisor

Supervisorial District of Nominee: District 4

Reason for nomination:

Rebecca is an amazing supervisor and she's always available to help whenever assistance is needed. She also goes out in the field and assists coworkers with helping clients.

Rebecca is also always available to talk if a co worker is feeling overwhelmed or down, or needs a listening ear. She is truly an amazing supervisor.

Moises Riley

Nominated by: Moises Amaya, Son

Supervisorial District of Nominee: District 5

Reason for nomination:

Apesar de las dificultades que pase y lo duro que fue vivir en la calle me dio el corage y la motivacion de luchar por seguir adelante sino tambien la experiencia y las historias de cada persona que sufre en las calles por falta de un hogar y las causas que por las que estas personas son olvidadas y rechazadas pero mas grande fue mi motivacion al escuchar a cada una de esas personas que me abrieron su corazon para poder darme razones y dificultades pero mas hermoso fue que todas esas personas tenemos suenos metas que por las dificultades de la vida aveces nos toca sufrir estos problemas pero hoy es mas grande la motivacion para que podamos ayudar ala comunidad a cambiar el rumbo de nuestros futuros y que el govierno brinde y se enfoque en planes de ayuda para los mas necesitados que no pueden alzar su voz

igualdad y inclusion ala comunidades mas vulnerables

Robin Butler

Nominated by: Roxanne M. Perry-White, Care Coordinator at Delta Landing Homeless Shelter

Supervisorial District of Nominee: District 5

Reason for nomination:

Robin had been homeless for a number of years. She placed herself of numerous housing authority waitlists; and monitored them closely. She performed all tasks required to be part of the BACS Community Services Organization in a timely fashion

The client never gave up on her search for a forever home. She moved into her home in May 2025.

Donnie Diego

Nominated by: Kevin Johnson, Friend

Supervisorial District of Nominee: I don't know

Reason for nomination:

I am thrilled to nominate Donnie Diego for the Phoenix Rising Award, which honors individuals with lived experience of homelessness who exemplify extraordinary courage, strength, and resilience.

Despite his struggles with homelessness, Donnie has not only thrived but has become a beacon of hope and leadership. He is Chairman of the Healthcare for the Homeless Consumer Advisory Board and has driven significant improvements in healthcare access for the homeless community. His dedication to service also shined through his role as Vice President of the Resident Council at Brookside, where he championed his peers and fostered positive change. For two years Donnie volunteered his time and services at the Brookside Shelter where he managed inventory and donations as well as helped shelter staff with daily operations.

Throughout his journey, Donnie continues to thrive amidst the challenges of homelessness. He's trained and certified a Peer Support Specialist by three esteemed agencies: Contra Costa College, CalMHSA the California Mental Health Services Authority, and Medi-Cal. He has also completed courses in interpersonal development and financial management with Pacific Clinics, which led him to co-facilitate the day habilitation program at the shelter. Additionally, he graduated from the Re-Entry Success Center's Alpha Program and received the Harriet Tubman Award from the Remedy Support Group, along with a certificate of recognition from the State Legislature through Assembly member Buffy Wicks and participated in the Contra Costa County Early Engagement Group on substance disorders.

Donnie's journey from homelessness to a pillar of strength and resilience is a testament to his unwavering courage. His dedication to empowering others and continuous pursuit of personal and professional growth make him an ideal candidate for this award. He is an inspiration to us all.

Anastasia Lockwood

Nominated by: Caroline Miller, YAB

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Over the past year, Anastasia has grown into a vital member of the Youth Action Board (YAB). Drawing from their lived experience, they have consistently shown up in the community to advocate for young people and work toward improving the homeless response system—even while still navigating it themselves. Anastasia's commitment and resilience are evident in the many ways they've contributed: participating in the HAM panel, serving on RFP panels and participating in interviews, engaging in trainings, leading outreach efforts, and lending their voice to strategic planning.

Anastasia's steady presence, thoughtful contributions, and deep compassion for others have left a lasting impact on their peers and the broader community. They embody the spirit of rising above challenges while lifting others alongside them.

Brittany Ferguson

Nominated by: Tanya Ruscigno, Co-worker

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Brittany has been very helpful to CORE mobile outreach and she always advocates for the clients. Brittany has lived experience and uses her past struggles to persevere through helping her community.

Brittany from H3 has taught myself so many things and she is always responsive. She truly has a passion for this line of work and she helps build people up.

Christina Smith

Nominated by: Bill Jones, I supervise her Program Director, and I was her mentor when she completed her SPIRIT program internship.

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Christina's story is one of courage, resilience, and strength. She has faced challenges that might have kept others from moving forward, yet she has transformed her lived experiences—emerging as a true survivor—into a powerful source of wisdom and compassion. Today, Christina not only guides her own path with clarity and purpose but also uplifts, supports, and inspires the vulnerable clients she serves in the APS Home Safe program at Hope Solutions. From the beginning, Christina stood out as someone who leads with heart. She understands, on a deeply personal level, just how overwhelming life's hardships can be, and she brings that lived understanding into every interaction. Her clients trust her because she truly gets it. In her presence, they feel seen, respected, and empowered. Partners and colleagues alike recognize her authenticity and empathy, which have built bridges of trust and strengthened our entire program. Christina's leadership is compassionate, but it is also grounded in accountability. She creates spaces where teamwork thrives, where every voice matters, and where people feel both supported and challenged to grow. She demonstrates that empathy and excellence are not opposites—they go hand in hand. Through her example, Christina shows that resilience is not simply about surviving hardship, but about transforming those hardships into a driving force for change, growth, and impact. Her journey, and the way she channels it into her work, embodies the very essence of this award. Christina is a courageous leader, a compassionate provider, and an inspiration to everyone around her. We are

honored to nominate her and to celebrate the remarkable impact she continues to make in the lives of her clients, colleagues, and community.

Donnie Diego

Nominated by: Rich Town, friend

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Donnie is more than a leader — he is a voice, an advocate, and a guiding light for those experiencing homelessness in Contra Costa County. Having walked through homelessness himself, Donnie carries a deep understanding of the challenges faced by our most vulnerable neighbors. Today, he turns that lived experience into action, compassion, and change. As Chairman of the Consumer Advisory Board for Healthcare for the Homeless, Donnie has ensured that the perspectives of people with lived experience are not just heard, but centered in countywide decision-making. Under his leadership, the board has strengthened collaboration between providers and the community, making healthcare and housing programs more responsive, humane, and effective.

Beyond policy, Donnie's daily work embodies hope in action. As a Registered Substance Abuse Counselor, Peer Support Specialist, and Discovery House Alumni Association Board Member, he meets people where they are, walking beside them through recovery, mental health challenges, and the difficult path out of homelessness. His trainings in WRAP, CBT, DBT, and crisis intervention equip him with the tools to help individuals heal, while his heart ensures they feel seen, valued, and never alone. Donnie's impact can be measured not just in programs improved or meetings led, but in lives changed — in the resident who found courage to begin recovery, in the shelter guest who learned new life skills, in the countless people who now have a voice at the table because he insisted they belong there.

Quietly but powerfully, Donnie has helped turn hardship into hope, and struggle into strength. He is a true unspoken hero whose dedication continues to transform the homelessness community of Contra Costa County.

Tammy Stoicich

Nominated by: Tanya Ruscigno, Coworker

Supervisorial District of Nominee: They serve the entire county

Reason for nomination:

Tammy is a part of the CCH: H3 data team and she assists with a huge part of CCC reports and trains all of CORE mobile outreach. She is very patient with everyone and very professional.

Tammy has lived experience and she is a kind and loving woman. She has a heart for the unhoused.

The Board of Supervisors of Contra Costa County, California

In the matter of: Declaring November as Homelessness Awareness and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month

Resolution No. 2025-366

WHEREAS, November is recognized nationally as Homelessness Awareness Month, and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month, a time to acknowledge the challenges faced by adults, youth and young adults, and families experiencing homelessness and to mobilize community-wide efforts toward lasting solutions; and

WHEREAS, homelessness in Contra Costa County is driven primarily by the lack of affordable housing, with 32,296 low-income renter households in Contra Costa County not having access to an affordable home in 2024; and according to The Opportunity to Change: A Community Needs Assessment for Youth and Young Adult Homelessness, an estimated 13,506 young people are experiencing homelessness in Contra Costa County, driven by factors such as aging out of foster care, family conflict, a lack of affordable housing, and systemic disparities including racism, homophobia, and transphobia; and

WHEREAS, renters needing to earn $45.50per hour-more than 2.5 times the City of Richmond's minimum wage-to afford the average monthly rent of $2,366; and in 2025 in Contra Costa County, there were only 3,787 temporary and permanent housing beds for persons experiencing homelessness, a stark shortfall compared to the scale of need across our communities; and

WHEREAS, Contra Costa County's 34% increase in temporary and permanent housing beds over the past two years reflects a sustained commitment to expanding shelter and housing solutions; and racial disparities persist, with Black/African American/African households and people with Multiple Races were over-represented in the CoC relative to the county population (4x and 3x, respectively); and 63% of unsheltered people surveyed as part of Contra Costa's 2025 Point in Time Count experienced being made to move by city workers or law enforcement within the past year; and

WHEREAS, research shows that criminalizing homelessness worsens the crisis and deepens existing racial inequalities; and since 2020, Contra Costa has seen an 79% increase in households with minor children, a 69% increase in seniors aged 65+, and a 53% increase in Transition Aged Youth (ages 18-24) accessing homeless services; and

WHEREAS, the Contra Costa Continuum of Care unites over 50 organizations, jurisdictions, and individuals committed to preventing and ending homelessness through coordinated housing, health, and support services; and Contra Costa Continuum of Care is committed to promoting evidence-based practices like Harm Reduction and Housing First to achieve permanent housing outcomes for the most vulnerable in our community; and

WHEREAS, the Youth Action Board, composed of youth and young adults (YYA) with lived experience of homelessness in Contra Costa County, is actively leading and amplifying the voices of YYA, informing the Contra Costa Continuum of Care, and providing leadership and guidance in collaboration with community stakeholders to end YYA homelessness; and

WHEREAS, the Council on Homelessness, staffed by Contra Costa Health, serves as both an advisory body to the Board of Supervisors and the planning entity for the Continuum of Care, welcoming public engagement and collaboration; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaim November 2025 as Homelessness Awareness Month and Youth Homelessness Outreach, Prevention, and Education (HOPE) Month in Contra Costa County; and

BE IT FURTHER RESOLVED that the Board affirms its commitment to building and sustaining a well-resourced, coordinated, and equity-driven Continuum of Care that meets the complex needs of people experiencing homelessness.

PASSED by a unanimous vote of the Board of Supervisors members present this 4th day of November 2025.

CANDACE ANDERSEN
Chair,
District II Supervisor

JOHN GIOIA
District I Supervisor

DIANE BURGIS
District III Supervisor

KEN CARLSON
District IV Supervisor

SHANELLE SCALES-PRESTON
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 4, 2025

MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By _____, Deputy

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-367 **Agenda Date:** 11/4/2025 **Agenda #:** C.3.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Proclaim November 2025 as Adoption Awareness Month

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a resolution proclaiming November 2025 Adoption Awareness Month in Contra Costa County, as recommended by the Employment & Human Services Director**.**

FISCAL IMPACT:
None.

BACKGROUND:
The 2025 National Adoption Month theme is "Honoring Youth: Strengthening Pathways for Lasting Bonds." By honoring every youth and their network, professionals can work toward an adoption that is meaningful and purposeful, paving the way for healing, well-being, and long-term stability.

President Bill Clinton named November as National Adoption Month in 1995. In recent years, the national focus has been on adoption of teens since teens in foster care wait longer for permanency and are at higher risk of aging out without permanent connections, placing them at risk for negative outcomes.

Children and Family Services (CFS) of the Contra Costa County Employment & Human Services Department (EHSD) work to find caregivers who can offer children and youth permanent homes through adoption. During Fiscal Year 2024-25, CFS completed 53 adoptions in Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:
No recognition of Adoption Awareness Month.

CHILDREN'S IMPACT STATEMENT:

This resolution supports all five of Contra Costa County's community outcomes of the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families."

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF proclaiming November 2025 as National Adoption Awareness Month in Contra Costa County.

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

WHEREAS, National Adoption Month raises awareness about the need for adoptive families and the importance of cultivating a support network for youth in foster care, embracing and affirming their identity, and promoting family, community, and cultural connections; and

WHEREAS, reunifying children with their own families is the primary goal when it is safe and in the child's best interest to do so and, when reunification is not possible, Children and Family Services (CFS) of the Contra Costa County Employment & Human Services Department (EHSD) help to find caregivers who can offer children and youth permanent homes through adoption; and

WHEREAS, during Fiscal Year 2024-2025 EHSD's Children & Family Services completed 53 adoptions; and

WHEREAS, of the 53 adoptions, 22 of the adoptions were with relatives, 37 of the adopted children were under 5 years old, and 9 of the youth adopted were teens; and

WHEREAS, CFS and community partners provided adoption assistance and post-adoption support to 1,464 families during Fiscal Year 2024-2025 in Contra Costa County; and

WHEREAS, we recognize that we can work toward meaningful adoption journeys for teens and older youth who generally tend to have a longer wait for permanent homes, and help them secure lifelong connections to pave the way for healing, well-being, and long-term stability; 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 secures supportive and nurturing families and homes, including those of relative caregivers, for children and teens, and can play a role in preventing recurring child abuse and neglect.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors hereby proclaims November 2025 as National Adoption Month in Contra Costa County to celebrate our community's adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home.

The Board of Supervisors of Contra Costa County, California

In the matter of: Proclaiming November 2025 as National Adoption Awareness Month, in Contra Costa County.

Resolution No. 2025-367

WHEREAS, all children, infants, toddlers, school-aged and older youth, deserve a safe, loving, supportive environment and a place to call home; and National Adoption Month raises awareness about the need for adoptive families and the importance of cultivating a support network for youth in foster care, embracing and affirming their identity, and promoting family, community, and cultural connections; and

WHEREAS, reunifying children with their own families is the primary goal when it is safe and in the child's best interest to do so and, when reunification is not possible, Children and Family Services (CFS) of the Contra Costa County Employment & Human Services Department (EHSD) help to find caregivers who can offer children and youth permanent homes through adoption; and during Fiscal Year 2024-2025 EHSD's Children & Family Services completed 53 adoptions; and

WHEREAS, of the 53 adoptions, 22 of the adoptions were with relatives, 37 of the adopted children were under 5 years old, and 9 of the youth adopted were teens; and CFS and community partners provided adoption assistance and post-adoption support to 1,464 families during Fiscal Year 2024-2025 in Contra Costa County; and

WHEREAS, we recognize that we can work toward meaningful adoption journeys for teens and older youth who generally tend to have a longer wait for permanent homes, and help them secure lifelong connections to pave the way for healing, well-being, and long-term stability; and 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 secures supportive and nurturing families and homes, including those of relative caregivers, for children and teens, and can play a role in preventing recurring child abuse and neglect.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby proclaims November 2025 as National Adoption Month in Contra Costa County to celebrate our community's adoptive families and raise awareness about the number of children and teens who are still waiting for a permanent home.

PASSED by a unanimous vote of the Board of Supervisors members present this 4th day of November 2025.

CANDACE ANDERSEN
Chair,
District II Supervisor

JOHN GIOIA
District I Supervisor

DIANE BURGIS
District III Supervisor

KEN CARLSON
District IV Supervisor

SHANELLE SCALES-PRESTON
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 4, 2025

MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By _____, Deputy

File #: RES 2025-368 **Agenda Date:** 11/4/2025 **Agenda #:** C.4.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: CAER 2025 Shelter-in-Place Education Day

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution proclaiming November 5, 2025, as Contra Costa County Shelter-in-Place Education Day.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
Contra Costa County Community Awareness and Emergency Response Group, Inc. has worked with schools and daycare facilities for the last twenty-four years on sheltering in place when there is a hazardous material release that could impact them. This protective action is the best immediate action that a person can take to protect them against exposure to hazardous materials that could occur from an accidental release or spill. Attached find the proclamation and a flyer announcing November 5, 2025, as Shelter-in-Place Education Day.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not taken, there will not be a much public awareness with regard to Shelter-in-Place Education Day in Contra Costa County.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF proclaiming November 5th, as Contra Cost County Shelter-in-Place Education Day.

WHEREAS, public and private schools centers throughout Contra Costa County will be participating in the Shelter-in-Place Drill on November 5th;

WHEREAS, Contra Costa Community Awareness Emergency Response Group - CAER - is sponsoring the 24th Annual Shelter-in-Place Drill and assisting schools and childcare centers with their emergency preparedness;

WHEREAS, emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release;

WHEREAS, the Shelter-in-Place Drill increases public awareness about Shelter-in-Place is a protective action and gives students and teachers practice in implementing this important procedure.

WHEREAS, the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors recognize the importance of preparing for emergencies and encourages participation in the Contra Costa CAER Group's public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools in the Shelter-in-Place Drill, we proclaim November 5, 2025, as "Shelter-in-Place Education Day."

CONTRA COSTA COUNTY

CAER

COMMUNITY AWARENESS & EMERGENCY RESPONSE

2025 Shelter-in-Place Drill
FACT SHEET

- **The Shelter-in-Place drill will begin at 11:00 a.m. on November 5th.** This coincides with the testing of the safety sirens in Contra Costa that sound at 11:00 a.m.

Or, if necessary, you can change to a time better suited to your site.



Please note: If you do not normally hear the sound of the sirens on the first Wednesday of every month YOU WILL NOT HEAR THEM ON NOV 5th Sirens are only one of the ways a Shelter-in-Place alert is broadcast. In an actual emergency, other tools to alert the public would also be used, such as KCBS 740AM radio, scrolling messages on CCTV, weather radio alerts, and the TENS system (automated telephone calls) as well as cell phone notifications.

- Each site will determine how complex they want the Shelter-in-Place drill to be at their own facility. The scope can range from a tabletop exercise with staff to a full-scale drill bringing everyone inside to Shelter-in-Place. Drill can be as long as you want it to be.

- The drill is being sponsored by Contra Costa County CAER (Community Awareness Emergency Response) Group. CAER is a non-profit organization with members from fire, law enforcement, health services, emergency services, plus community and industry representatives.

- All public and private schools are encouraged to participate. This is a chance to be part of a countywide exercise that will promote further awareness about Shelter-in-Place training and procedures.

- Participating schools will have their names posted on the CAER web site at cococaer.org (Unless told otherwise)

- The County Board of Supervisors as well as All City/Town Councils in the County are being asked to proclaim November 5th as “Shelter-in-Place Education Day.”

- The Shelter-in-Place Drill is an annual event on the first Wednesday in November. CAER sponsors the drill to promote emergency preparedness in our schools.

The Board of Supervisors of Contra Costa County, California

In the matter of: Proclaiming November 5th as Contra Costa County Shelter-in-Place Education Day.

Resolution No. 2025-368

WHEREAS, public and private school centers, throughout Contra Costa County, will be participating in the Shelter-in-Place Drill on November 5th; and

WHEREAS, Contra Costa Community Awareness Emergency Response Group - CAER - is sponsoring the 24th Annual Shelter-in-Place Drill and assisting schools and childcare centers with their emergency preparedness; and

WHEREAS, emergency response agencies including fire, sheriff and health officials all recommend Shelter-in-Place as the immediate action to take in case of a hazardous release; and

WHEREAS, the Shelter-in-Place Drill increases public awareness about Shelter-in-Place is a protective action and gives students and teachers practice in implementing this important procedure; and

WHEREAS, the County Office of Education has endorsed the Shelter-in-Place Drill and encouraged all sites to participate.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognizes the importance of preparing for emergencies and encourages participation in the Contra Costa CAER Group's public education efforts. In support of the parents, teachers, students and staff that will be participating with hundreds of other schools in the Shelter-in-Place Drill, we proclaim November 5, 2025, as "Shelter-in-Place Education Day."

PASSED by a unanimous vote of the Board of Supervisors members present this 4th day of November 2025.

CANDACE ANDERSEN
Chair,
District II Supervisor

JOHN GIOIA
District I Supervisor

DIANE BURGIS
District III Supervisor

KEN CARLSON
District IV Supervisor

SHANELLE SCALES-PRESTON
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 4, 2025

MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By _____, Deputy

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-369 **Agenda Date:** 11/4/2025 **Agenda #:** C.5.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: Resolution recognizing Veterans Day and honoring the Veterans of Contra Costa County, as recommended by Supervisor Andersen

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Resolution recognizing Veterans Day and honoring the Veterans of Contra Costa County, as recommended by Supervisor Andersen

FISCAL IMPACT:
No fiscal impact

BACKGROUND:
Resolution recognizing Veterans Day and honoring the Veterans of Contra Costa County, as recommended by Supervisor Andersen

CONSEQUENCE OF NEGATIVE ACTION:
No negative action

The Board of Supervisors of Contra Costa County, California

IN THE MATTER OF IN THE MATTER OF Recognizing Veterans Day
and honoring the veterans of Contra Costa County

WHEREAS, on November 11, 1919, President Woodrow Wilson proclaimed the first commemoration of Armistice Day; and

WHEREAS, in 1938, an act was passed to make November 11th a Federal Holiday dedicated to the cause of world peace and to be known as Armistice Day; and

WHEREAS, in 1954, a new act was passed which changed the name from Armistice Day to Veterans Day, and it has been celebrated ever since; and

WHEREAS, on Veterans Day, we pay tribute to the service and sacrifice of the men and women who, in defense of our freedom, have bravely worn the uniform of the United States; and

WHEREAS, our veterans have defended our nation's ideals established by our founding fathers, protected the innocent, and liberated the oppressed from tyranny and terror; and

WHEREAS, the freedom and security enjoyed by Americans is the direct result of the sacrifices of those who have served and who are serving in our Armed Forces; and

WHEREAS, our veterans have served with honor, courage, and commitment in World War II, Korea, Vietnam, Operation Desert Storm, Afghanistan, Iraq, and other military actions protecting our freedoms; and

WHEREAS, during World War II, more than 16 million Americans served in uniform, including many from Contra Costa County, who answered the call to defend liberty around the world. Their courage on the front lines and their dedication on the home front shaped a generation and ensured victory for democracy; and

WHEREAS, we continue to honor the remaining members of this Greatest Generation, whose strength, humility, and service set a lasting example for all who follow; and

WHEREAS, many of our veterans continue to serve one another through the more than 20 veteran service organizations throughout Contra Costa County that continue to provide invaluable services to our veterans; and

WHEREAS, we will never forget the heroes who have made the ultimate sacrifice and all those who have not yet returned home.

NOW, THEREFORE, BE IT RESOLVED:

that the Board of Supervisors of Contra Costa County does hereby recognize and honor the men and women of our country who have served, and who are serving, in the Armed Forces of the United States in observance of **Veterans Day 2025**.

The Board of Supervisors of Contra Costa County, California

In the matter of: Recognizing Veterans Day and honoring the veterans of Contra Costa County.

Resolution No. 2025-369

WHEREAS, on November 11, 1919, President Woodrow Wilson proclaimed the first commemoration of Armistice Day; and in 1938, an act was passed to make November 11th a Federal Holiday dedicated to the cause of world peace and to be known as Armistice Day; and

WHEREAS, in 1954, a new act was passed which changed the name from Armistice Day to Veterans Day, and it has been celebrated ever since; and on Veterans Day, we pay tribute to the service and sacrifice of the men and women who, in defense of our freedom, have bravely worn the uniform of the United States; and

WHEREAS, our veterans have defended our nation's ideals established by our founding fathers, protected the innocent, and liberated the oppressed from tyranny and terror; and the freedom and security enjoyed by Americans is the direct result of the sacrifices of those who have served and who are serving in our Armed Forces; and

WHEREAS, our veterans have served with honor, courage, and commitment in World War II, Korea, Vietnam, Operation Desert Storm, Afghanistan, Iraq, and other military actions protecting our freedoms; and during World War II, more than 16 million Americans served in uniform, including many from Contra Costa County, who answered the call to defend liberty around the world. Their courage on the front lines and their dedication on the home front shaped a generation and ensured victory for democracy; and

WHEREAS, we continue to honor the remaining members of this Greatest Generation, whose strength, humility, and service set a lasting example for all who follow; and many of our veterans continue to serve one another through the more than 20 veteran service organizations throughout Contra Costa County that continue to provide invaluable services to our veterans; and

WHEREAS, we will never forget the heroes who made the ultimate sacrifice and all those who have not yet returned home; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognizes and honors the men and women of our country who have served, and who are serving, in the Armed Forces of the United States in observance of Veterans Day 2025.

PASSED by a unanimous vote of the Board of Supervisors members present this 4th day of November 2025.

CANDACE ANDERSEN
Chair,
District II Supervisor

JOHN GIOIA
District I Supervisor

DIANE BURGIS
District III Supervisor

KEN CARLSON
District IV Supervisor

SHANELLE SCALES-PRESTON
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 4, 2025

MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By _____, Deputy

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-370 **Agenda Date:** 11/4/2025 **Agenda #:** C.6.

To: **Board of Supervisors**

From: Ken Carlson, District IV Supervisor

Report Title: Resolution Honoring Tamara Steiner upon Her Retirement from the Concord Clayton Pioneer.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution Honoring Tamara Steiner upon Her Retirement from the Concord Clayton Pioneer.

FISCAL IMPACT:
None

BACKGROUND:
See Resolution Text

CONSEQUENCE OF NEGATIVE ACTION:
None

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Honoring Tamara Steiner upon Her Retirement from the Concord Clayton Pioneer.

WHEREAS, for nearly three decades, Tamara and her husband Bob published *The Pioneer*, first in their hometown of Clayton and later expanding its reach to Concord and Pleasant Hill; and

WHEREAS, *The Pioneer* was always a free newspaper, mailed to homes and available at local business newsstands; and

WHEREAS, Tamara covered many community events, from births and weddings to festivals, the historic 151-victory streak of the De La Salle High School football team, and the most important news of the day; and

WHEREAS, at a time when newspapers around the country were folding, *The Pioneer* remained alive, vital, and flourishing; and

WHEREAS, dedicated readers looked forward each month to their delivery of *The Pioneer* to stay informed about the local news that mattered; and

WHEREAS, over the years many writers contributed columns and articles to *The Pioneer*, including Nicole Hackett ("Garden Girl"), ABC 7's Dan Ashley, Contra Costa County District IV Supervisor Ken Carlson and nearly every Mayor of the communities served; and

WHEREAS, Tamara's passion for covering the local political scene was matched by her unwavering commitment to publishing fair and unbiased perspectives; and

WHEREAS, as an animal lover, Tamara and *The Pioneer* sponsored the annual Hay Day "Woof-O-Ween" dog-costume contest, sponsored each festival of the Clayton Business & Community Association and supported other local community events; and

WHEREAS, Tamara marched in local parades, often multiple times with different groups, and when Bob portrayed Santa Claus in Clayton, Tamara was there beside him as Mrs. Claus; and

WHEREAS, Tamara and Bob have been staunch supporters of the Clayton community, always helping local service organizations and non-profits, embodying the spirit of Clayton's volunteer tradition: and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors hereby recognizes and commends Tamara for her decades of enthusiastic service, leadership, and dedication to the community upon her retirement from the Concord Clayton Pioneer.

The Board of Supervisors of Contra Costa County, California

In the matter of: Honoring Tamara Steiner upon Her Retirement from the Concord Clayton Pioneer.

Resolution No. 2025-370

WHEREAS, or nearly three decades, Tamara and her husband, Bob, published The Pioneer, first in their hometown of Clayton and later expanding its reach to Concord and Pleasant Hill; and The Pioneer was always a free newspaper, mailed to homes and available at local business newsstands; and

WHEREAS, Tamara covered many community events, from births and weddings to festivals, the historic 151-victory streak of the De La Salle High School football team, and the most important news of the day; and at a time when newspapers around the country were folding, The Pioneer remained alive, vital, and flourishing; and

WHEREAS, dedicated readers looked forward each month to their delivery of The Pioneer to stay informed about the local news that mattered; and over the years many writers contributed columns and articles to The Pioneer, including Nicole Hackett ("Garden Girl"), ABC 7's Dan Ashley, Contra Costa County District IV Supervisor Ken Carlson and nearly every Mayor of the communities served; and

WHEREAS, Tamara's passion for covering the local political scene was matched by her unwavering commitment to publishing fair and unbiased perspectives; and

WHEREAS, as an animal lover, Tamara and The Pioneer sponsored the annual Hay Day "Woof-O-Ween" dog-costume contest, sponsored each festival of the Clayton Business & Community Association and supported other local community events; and

WHEREAS, Tamara marched in local parades, often multiple times with different groups, and when Bob portrayed Santa Claus in Clayton, Tamara was there beside him as Mrs. Claus; and

WHEREAS, Tamara and Bob have been staunch supporters of the Clayton community, always helping local service organizations and non-profits, embodying the spirit of Clayton's volunteer tradition; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognizes and commends Tamara for her decades of enthusiastic service, leadership, and dedication to the community upon her retirement from the Concord Clayton Pioneer.

PASSED by a unanimous vote of the Board of Supervisors members present this 4th day of November 2025.

CANDACE ANDERSEN
Chair,
District II Supervisor

JOHN GIOIA
District I Supervisor

DIANE BURGIS
District III Supervisor

KEN CARLSON
District IV Supervisor

SHANELLE SCALES-PRESTON
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 4, 2025

MONICA NINO, Clerk of the Board of Supervisors and County Administrator

By _____, Deputy

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4533 **Agenda Date:** 11/4/2025 **Agenda #:** C.7.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: APPOINT Jon Green to the At-Large Representative Four (4) seat on the Juvenile Justice Coordinating Council for a term ending October 22, 2026, as recommended by the Public Protection Committee.

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Jon Green to the At-Large Representative Four (4) seat on the Juvenile Justice Coordinating Council for a term ending October 22, 2026, as recommended by the Public Protection Committee.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Juvenile Justice Coordinating Council (JJCC) is a multi-agency advisory body that informs the development and implementation of a countywide juvenile justice coordinating plan. As a result of one (1) At-Large Representative vacancy, the Probation Department conducted a countywide recruitment effort to identify candidates to serve on the advisory body. In response to the recruitment press release, Probation received a total of two (2) applications for the At-Large Representative seat Four (4) prior to the deadline of October 3, 2025. All applicants were invited to participate in public interviews scheduled for October 20, 2025, at the Board's Public Protection Committee (PPC) meeting. On October 20, 2025, the PPC interviewed Jon Green and Natalya Dunauskas for the At-Large Representative Four (4) seat and motioned to move Jon Green's application to the Board of Supervisors for appointment for a term ending October 22, 2026. (See attachments A, B)

The PPC voted to recommend to the Board of Supervisors, the appointment of Jon Green, who lives in Contra Costa County, to the At-Large Representative Seat Four (4).

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the At-Large Representative seat will remain vacant, and the Juvenile Justice Coordinating Council (JJCC) will be unable to reach quorum.

Application Form

Profile

Jon
First Name

Middle Initial

Green
Last Name

[redacted]
Home Address

Suite or Apt

CONCORD
City

CA
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 4

Green Ties
Employer

President
Job Title

Length of Employment

1

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

All

How long have you lived or worked in Contra Costa County?

30+

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Juvenile Justice Coordinating Council: Submitted

Seat Name

African American Holisitc Wellness and Resource Hub for Transitional Community Advisory Body TCAB

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

1

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

N/A

Degree Type / Course of Study / Major

N/A

Degree Awarded?

○ Yes ◉ No

College/ University B

Name of College Attended

N/A

Degree Type / Course of Study / Major

N/A

Degree Awarded?

○ Yes ◉ No

College/ University C

Name of College Attended

N/A

Degree Type / Course of Study / Major

N/A

Degree Awarded?

○ Yes ◉ No

Other Trainings & Occupational Licenses

Other Training A

N/A

Certificate Awarded for Training?

○ Yes ◉ No

Other Training B

N/A

Certificate Awarded for Training?

○ Yes ◉ No

Occupational Licenses Completed:

Mandated Reporter

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I love my community and I love what Dr. Kirby stands for and what she is trying to do.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I'm President & Founder of Green Ties, a 501c3 nonprofit teaching Traditional Values for Modern Times. We are hyper-focused on our young men, especially of at-risk young men of color. This position truly aligns with my true passion for helping our underserved community because this is where I came from

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

No boards yet. I have provided a number of free workshops and one-on-ones with various youths and young men. Green Ties has partnerships with the Boys and Girls Club in Martinez, as well as new partnership with La Concordia, a mental health center in Concord.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ 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?

○ 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

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 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Jon Green

Jonathan B. Green

[redacted] [redacted]

Seasoned salesman with years of superb customer service and results in high end sales. Possess a strong, versatile background in Sales & Marketing.

Skillset

- Proficient in Microsoft Excel & Office
- SharePoint Administrator Experience
- Skilled in LMS and Pipeline
- SOP Creator and Sales Trainer
- Eloquent Speaker, Skilled Writer
- Exceptional Customer Service

Experience:

Utility Trailer Sales of Utah – Las Vegas, NV
(8/2022 – Current)
Outside Parts Salesman

- Deepen the relationship with our customers to drive lifetime loyalty and spending.
- Drive business through being committed to ensuring every customer is taken care of.
- Demonstrate our company valves every day to ensure we Keep America trucking, exceed expectations and deliver smiles.

Tiffany & Co – Las Vegas, NV & Salt Lake City, UT
(8/2019 – 6/2022)
2019 Top TEI 94%
2019 VOC Recipient
Client Sales Advisor

- Consistently achieve or exceed monthly, quarterly, and annual store sales plan. Capture customer data.
- Cultivate new and existing customer relationships.
- Deliver a significant portion of sales through repeat client business.
- Drive business through key product pillars.
- Elevate in store experience by consistently delivering memorable moments to every customer.
- Demonstrate passion as a Tiffany brand ambassador during every selling ceremony using the Tiffany Touch, your personal touch.
- Demonstrate Customer Experience Behaviors identified within the TEI program (Voice of Customer Survey) and with Tiffany customer experience vision.
- Execute best practices by optimizing hospitality and store amenities to create unique experiences and act on TEI performance and client feedback.

Golden Nugget Hotel & Casino – Las Vegas, NV
(10/2017 – 8/2019)
Administrative Assistant (11/2018 – 8/2019)

- Worked closely under the *Director of Housekeeping* to complete various assigned projects and reports within the deadline
- Employee Scheduling
- Assisted with the revamping of several departmental SOP's
- Assisted in all duties and requests of the *Director of Housekeeping*

Night Auditor (4/2018 – 11/2018)

- Reconcile and complete all daily front desk agents' work.

- Responsible to balance cash transactions from previous shift
- Checks front office accounting records for accuracy and compiles information for the hotel’s financial records.
- Tracks room revenues, occupancy percentages, and other front office operating statistics.
- Prepares summary of cash, check, and credit card activities, reflecting the hotel’s financial performance for the day.
- Posts room charges and room taxes to guest accounts. Processes guest charge vouchers and Credit card vouchers.
- Verifies all account postings and balances.
- Summarizes results of operations and prepares reports for management.
- Performs duties of the front desk agent

Front Desk Agent (10/2017 – 4/2018)

- Assist guests with check in and check out processes (verifying registration, address and credit information, balancing bank, posting charges). Go above and beyond to provide assistance, i.e. assist with luggage, coffee, directions, wake up calls, future reservations, etc.
- Provide information to guest and visitor inquiries; coordinates all guest requests for special arrangement of services, courteously and efficiently informs guests of hotel services, features and room amenities.
- Follow operational policies and procedures, including those for cash and credit card handling, safety and security and all other policies, procedures and standards to ensure we can consistently exceed the guests' expectations.

References

Are available upon request

Application Form

Attachment B

Profile

Natalya
First Name

Middle Initial

Dunauskas
Last Name

[redacted]
Home Address

Suite or Apt

Pittsburg
City

CA
State

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 5

Rainin Group, LLC / Kenneth Rainin Foundation
Employer

HR Generalist
Job Title

Length of Employment

19 years

Do you work in Contra Costa County?

○ Yes ◉ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

5 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Juvenile Justice Coordinating Council: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

○ Yes ◉ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ None of the above

College/ University A

Name of College Attended

CSU East Bay

Degree Type / Course of Study / Major

B.S. in Business Administration with HR Management Concentration

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Chabot College

Degree Type / Course of Study / Major

A.S. in Accounting

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Resource Family Approval Certificate

Certificate Awarded for Training?

◉ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I have lived in Contra Costa County for over three years and have been a resource/foster parent for over three years. I am currently fostering a 15-year-old girl, and I am committed to the well-being of youth. I would like to be more engaged in my community and seek volunteering opportunities that promote positive youth development.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have been a staff member for the Rainin Group, LLC / Kenneth Rainin Foundation, for 19 years. While working for a non-profit organization for many years, I would like to be more engaged in my own community in Contra Costa County, and I seek volunteering opportunities that promote positive youth development.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

○ Yes ◉ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

I am a resource/foster parent.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ 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?

◉ Yes ○ No

If Yes, please identify the nature of the relationship:

I receive a monthly stipend to help cover the costs of caring for a foster child.

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

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 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Natalya Dunauskas

NATALYA V. DUNAUSKAS

Pittsburg, CA

Professional Summary

Dedicated HR Professional with a demonstrated history of working in the philanthropy industry, offering 10+ years of success in benefits administration, employee relations, and recruitment areas. Adept at learning new industry laws and standards, as well as incorporating relevant best practices into new planning and coordination.

Skills

- Benefit administration
- Employee relations
- State and federal labor laws
- Recruitment
- Onboarding
- HRIS (ADP Resource, Paycom)
- Organizational skills
- Customer service
- Critical thinking
- Attention to detail
- Confidentiality
- Flexibility
- MS Office & Adobe
- Technical expertise
- Quick learner

Work History

Rainin Group, LLC / Kenneth Rainin Foundation – Oakland, CA
HR Generalist **09/2022 to Current**
Coordinate the day-to-day operations of the HR department across all functional areas, including, but not limited to, employee relations, employment policies and practices, HRIS, benefits administration, compensation, recruitment, performance management, training, and payroll. Provide necessary administrative and logistical support for the department.

HR/Benefits Coordinator **01/2015 to 9/2022**
Provided day-to-day administrative and operational support to the HR department around benefits administration, recruitment, onboarding, offboarding, and payroll processing. Maintained employee records, coordinated training, and ensured compliance with HR policies and regulations. Responded to employee inquiries.

Office Coordinator **06/2013 to 01/2015**
Managed general office activities, performed bookkeeping responsibilities, and assisted with HR tasks, including benefits administration, recruitment, and payroll. Provided administrative support to the CEO and other members of the C-Suite. Assisted the Finance Director with daily investment-related projects. Provided basic IT support for staff. Performed Public Notary duties.

Bookkeeper/Administrative Assistant **05/2006 to 06/2013**
Provided assistance with general bookkeeping and administrative tasks. Maintained data entry in Investment Portfolio Software. Provided support with special projects to the Assistant to the President, Finance, and Accounting teams.

Monarch Studios, Inc – Oakland, CA
Office Assistant **06/2004 to 04/2006**
Provided day-to-day office support for a manufacturing company. Responsibilities included, but were not limited to, daily order processing, ordering and scheduling merchandise for production, scheduling freight shipments, and collecting and processing deposits. Other responsibilities involved daily data entry into accounting software, monthly financial statements reconciliation, maintaining office supplies, organizing the office, conducting research, light traveling, and providing back-up to other positions as needed.

Education

B.S.B.A. in Human Resources Management & Organizational Behavior 12/2019
California State University East Bay - Hayward, CA

Associate of Science in Accounting 12/2013
Chabot College - Hayward, CA

Certifications

Human Resources Management Certificate, Executive Program 01/2015
California State University East Bay (Extension) - Hayward, CA

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4534 **Agenda Date:** 11/4/2025 **Agenda #:** C.8.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: APPOINT Nelson Alves to Appointee Seat 2 and Michael Walko to Appointee Seat 3 on the Knightsen Town Advisory Council (KTAC) for a term ending December 31, 2028, as recommended by Supervisor Diane Burgis

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Nelson Alves to Appointee Seat 2 and Michael Walko to Appointee Seat 3 on the Knightsen Town Advisory Council (KTAC) for terms ending December 31, 2028, as recommended by Supervisor Diane Burgis

FISCAL IMPACT:
None

BACKGROUND:
The Appointee Seats 2 & 3 are currently vacant. Applications were accepted and the recommendation to appoint the above individuals was determined.

CONSEQUENCE OF NEGATIVE ACTION:
The seats would remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4535 **Agenda Date:** 11/4/2025 **Agenda #:** C.9.

To: Board of Supervisors

From: Candace Andersen, District II Supervisor

Report Title: APPOINTMENT TO THE ALAMO MUNICIPAL ADVISORY COUNCIL

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Michael Sene to the Alternate Seat on the Alamo Municipal Advisory Council for a term ending December 31, 2028, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:
NONE

BACKGROUND:
The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

The Alternate Seat vacancy was advertised, applications accepted, applicants met with Supervisor Andersen and Mr. Sene was selected to fill the current vacancy.

CONSEQUENCE OF NEGATIVE ACTION:
The seat will remain vacant.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4536 **Agenda Date:** 11/4/2025 **Agenda #:** C.10.

To: Board of Supervisors

From: Kendra Carr & Peter Kim, Co-Directors Office of Racial Equity and Social Justice

Report Title: Racial Justice Oversight Body Community-Based Representative Alternate Seat Appointment

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Dr. Talia Moore to a Community-Based Representative alternate seat on the Racial Justice Oversight Body for a term ending December 31, 2026, as recommended by the Equity Committee.

FISCAL IMPACT:
None.

BACKGROUND:
The Racial Justice Oversight Body (RJOB) was established by the Contra Costa County Board of Supervisors (BOS) to oversee the implementation of the recommendations made by the Racial Justice Task Force, and accepted, as specified, by the BOS. RJOB members include Ex-Officio members who serve during their term of office or appointment (i.e. Sheriff, District Attorney, Public Defender, Chief of Probation). Members of the body also include those appointed by the BOS (i.e., Public Entity Members, Community-Based Representatives, and Alternate Community-Based Representatives). Members appointed by the BOS shall have two-year terms. The Equity Committee interviews RJOB applicants and makes appointment recommendations to the BOS.

On October 20, 2025, Equity Committee interviewed two applicants for the recently vacated Community-Based Representative alternate seat previously occupied by Naomi Lewis-Mauricio, and declared vacant on June 24, 2025. Dr. Talia Moore was recommended by the Equity Committee for this appointment.

CONSEQUENCE OF NEGATIVE ACTION:
There will be a vacancy on the Racial Justice Oversight Body.

Application Form

Profile

Talia
First Name

Middle Initial

Moore
Last Name

[redacted]
Home Address

Suite or Apt

[redacted]
City

[redacted]

[redacted]
Postal Code

[redacted]
Primary Phone

[redacted]
Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 1

Saint Mary's College
Employer

Associate Professor
Job Title

Length of Employment

3 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

How long have you lived or worked in Contra Costa County?

25 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

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 Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ High School Diploma

College/ University A

Name of College Attended

University of California, Berkeley

Degree Type / Course of Study / Major

Bachelor of Arts

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Golden Gate University

Degree Type / Course of Study / Major

Master of Arts

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Argosy University

Degree Type / Course of Study / Major

Educational Doctorate

Degree Awarded?

◉ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

Being a long-term resident of Contra Costa County, as an informed former Deputy Probation Officer turned college professor, and as part of the African American community, I believe I can contribute to the work of the board, and support in reaching desired outcomes to positively impact residents within my district and portion of the county.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

07/23-Present Program Director, Saint Mary's College Forensic Psychology Graduate Program Design and implement academic class plans and individualized programs of study for graduate students. Conduct admissions interviews, evaluate applicant qualifications, and participate in student selection. Monitor student progress, provide academic advising, and respond to student concerns with timely support. Develop curriculum and course lecture materials, ensuring alignment with accreditation standards and academic rigor. Recruit, hire, and supervise faculty, fostering professional growth through responsive and supportive faculty development initiatives. Oversee program quality assurance, assessment, and continuous improvement to enhance student outcomes and program reputation. 11/24-06/25 Trauma Recovery Center Associate Director, Alameda County Family Justice Center Manage a clinical therapeutic team. Ensure all funding, practices, treatment modalities and approaches, fall within the confines of the grant requirements. Secure state reimbursement for services rendered. Facilitate the allocation of therapeutic treatment in response to incidents of sexual assault, domestic violence and human trafficking. Manage daily program operations, develop program policy and procedures, conduct program assessment and evaluation, manage fiscal administration, and participate in strategic planning. Collect, review and analyze relevant data reflecting work efforts within program, and provide statistical evaluations and periodic grant updates to state funders and department leaders as needed. 05/23-11/24 Empowerment Associate Director, Alameda County Family Justice Center Utilize a trauma-informed perspective to direct the allocation of resources, supports, and financial literacy education to survivors of domestic violence and sexual assault. Participate in department-wide efforts to mitigate gender-based violence and commercial sexual exploitation to minors and those at risk of exploitation and harm. Manage daily program operations, develop program policy and procedures, conduct program assessment and evaluation, manage fiscal administration, and participate in strategic planning. Collect, review and analyze relevant data reflecting work efforts within facility, and provide statistical

evaluations and periodic grant updates as needed. Responsible for planning and organizing day-to-day affairs and developing programming for clients and the community. 08/20- 05/23 Graduate Program Advisor, Holy Names University Counseling and Forensic Psychology Program Advised graduate students on academic planning, program requirements, and progression toward degree completion. Assisted in developing individualized plans of study to ensure alignment with career and academic goals. Participated in the admissions process, including interviewing prospective students and evaluating program fit. Assessed and responded to programmatic needs while supporting student success and retention. Collaborated with faculty and administration to enhance the overall academic experience within the program. 8/18- 5/23 Undergraduate Criminology Program Coordinator, Holy Names University Coordinated academic programming, course scheduling, and faculty support for the undergraduate criminology program. Advised students on degree requirements, career pathways, and academic resources to support retention and success. Organized program events, workshops, and guest lectures to enhance student engagement and experiential learning. Maintained program records, tracked student progress, and supported accreditation and assessment activities. 03/15- 09/16 Lead Faculty Area Chair, Securities and Criminal Justice College, University of Phoenix, Bay Area Campus Conducted faculty reviews and assessments, provided mentoring and coaching to develop effective teaching methods. Performed faculty consultation, certification and training. Reported to periodic, monthly and weekly trainings and meetings. Provided support to adjunct faculty and ensured that teaching practices adhered to institutional standards and compliance requirements. 03/14- 09/16 Campus Faculty Assessment Liaison, University of Phoenix- Bay Area Campus Provided leadership and support in the implementation of student learning outcome assessment initiatives. Informed faculty of assessment process, data collection measures, outcomes and aided in the facilitation and generation of ideas to benefit student learning and achievement. Research Experience 06/14- 09/16 Research Fellow, University of Phoenix- Center for Workplace Diversity Under the supervision of a principal investigator, independently researched criminal justice issues, disparities in education and access to determine the correlation between these social deficits and recidivism. Researched various models of probation utilized nationwide to determine a best-practices approach for specific populations within the criminal justice system. Supervised Clinical Experience 09/04- 08/05 Youth and Family Enrichment Services, Therapist Trainee Provided therapeutic psycho-educational counseling to adolescents with drug and alcohol abuse issues. Administered ASI assessment and other substance abuse test batteries to determine level of client risk factors and prevalent treatment concerns. Administered urine analysis and submitted client case summaries and status reports to the court to report on client progress and program participation. Attended mandatory trainings and weekly individual and group supervision meetings. Provided individual, group and cognitive-behavioral counseling to women dealing with drug and alcohol addictions. Led group activities. Maintained updated client case notes. Worked with probation officers in developing treatment plan and client support. Professional Experience 10/24- Present Want Moore with Dr. Moore: The Criminologist of the Bay Owner and Operator A space to create and facilitate transformative learning in criminal justice, education and within the community, by providing a competent, informed and culturally aware media platform to host progressive discussions, challenge ideals and move forward an agenda that promotes fair, equal and protective services for all within the justice system. Deputy Probation Officer, San Mateo County 9/04- 5/13 Probation Department Ensured that adjudicated and convicted law violators released on probation adhered to orders of the court. Issued probation violations, bench warrants and imposed client sanctions. Protected the interest of the community by monitoring out of custody probationers. Utilized department supported assessment tools to determine need and appropriate level of supervision. Supervised juvenile and adult populations inclusive of the severely mentally ill; convicted drug offenders mandated to complete counseling; juveniles removed and returned to the home; and first-time offenders on local high school campuses. Coordinated and facilitated meetings, worked with different community agencies and incorporated a wrap-around treatment modality. Responded to crisis situations, attend emergency family meetings and provide case management.

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

◉ Yes ○ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

Alcohol and Other Drugs Advisory Board

List any volunteer or community experience, including any advisory boards on which you have served.

American Psychological Association American Society of Criminology Coro Program Alumni Association Contra Costa County Alcohol and Other Drugs Advisory Board Delta Sigma Theta Sorority, Incorporated Girl Scouts of Northern California Golden Gate University Alumni Association Board Parent Teacher Association University of California Alumni Association University of California, Berkeley Lux Alumni Association

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ 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?

○ 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

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 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Talia Moore, Ed.D.

Education

Argosy University American School of Professional Psychology, San Francisco Bay Area
Alameda, CA
Educational Doctorate in Counseling Psychology
Forensic Psychology concentration
Completion Date: July 2013

Golden Gate University
San Francisco, CA
Master of Arts in Psychology
Marriage, Family and Children Counseling concentration
Completion Date: May 2005

University of California at Berkeley
Berkeley, CA
Bachelor of Arts in Social Welfare emphasis in Psychology
Minor: African-American Studies
Completion Date: December 2003

Teaching Experience

08/25- Present **Adjunct Professor, California State University East Bay**
Department of Criminal Justice
Instruct undergraduate students interested in pursuing careers within the criminal justice field. Develop curriculum, course assignments, lecture material and tests that promote learning, ensure rigor and develop students' understanding and overall learning experience.

07/23- Present **Associate Professor, Saint Mary's College**
Graduate Forensic Psychology Program
Instruct and mentor graduate students pursuing counseling and forensic psychology degrees. Design and deliver curriculum aligned with program learning objectives and professional standards. Evaluate student performance and provide constructive feedback to support academic and professional growth. Maintain academic rigor while ensuring course material is relevant, evidence-based, and applicable to the field. Contribute to program development by aligning coursework with evolving forensic psychology practices.

08/18-05/23 **Assistant Professor, Holy Names University**
Undergraduate Criminology Program
Provided undergraduate and graduate students with pertinent information regarding the juvenile and criminal justice system. Researched variance among those engaged in criminal activities, identified criminogenic factors, imparted academic and career knowledge regarding supervising, interacting and being a part of the justice system. Created course material, lectures and test that promote learning, ensured rigor and developed students' understanding and overall learning experience.

06/17-12/23 **Psychology Adjunct Instructor, Chabot Community College**
Introduced students to basic concepts and principles within the field of psychology. Engaged with and instructed traditional and non-traditional student learners. Developed course curriculum, tests materials, utilized online learning modalities and facilitated in-class discussions to cultivate a greater working knowledge of psychology. Created a safe environment that encouraged student participation and fostered learning.

03/14- 06/17 **Adjunct Professor, John F. Kennedy- Criminal Justice Leadership College of Undergraduate Studies**
Provide traditional and non-traditional student learners information regarding various components of the criminal justice system to include problem focused enforcement, community policing and community courts and corrections. Utilize an e-learning format. Keep students connected and engaged in the work. Demonstrate the importance of ethics, cultural sensitivity, social justice and service to the community.

08/13- 12/23 **Administration of Justice Adjunct Professor, Chabot Community College**
Provide traditional and non-traditional student learners with pertinent criminal justice information. Develop course curriculum, tests materials and facilitate in-class discussions to cultivate a greater working knowledge of criminal justice for those interested in pursuing a degree in the field. Facilitate learning in a safe environment and encourage student participation. Incorporate on-line learning into class curriculum.

08/12- 09/16 **Associate Faculty, University of Phoenix**
Teach students from various educational and life backgrounds pertinent information relating to law enforcement, psychology, social welfare and behavioral science. Develop course curriculum, tests materials and facilitate in-class discussions to cultivate a greater working knowledge for those interested in pursuing careers in various mental health, law enforcement and social welfare disciplines. Utilize online learning

materials and references.

9/10- 2/11 **Adjunct Criminal Justice Instructor, Heald College**
Facilitate learning to students. Provide real-world knowledge of the criminal justice field. Develop lesson plans, test materials and grade submitted work.

06/05-02/06 **Parent Project Program Facilitator, San Mateo County Probation Department**
Provide structured parental support to aid in the rearing of strong-willed, adjudged minors. Facilitate activity based sessions. Monitored and maintain group cohesion and progress.

08/03-05/04 **Parent Education Program Facilitator, San Mateo County Probation Department**
Devised curriculum geared towards educating parents of adjudged minors. Researched relevant topics applicable to adolescent culture. Maintain client case log and notify probation officers of progress.

Administrative Experience

07/23-Present **Program Director, Saint Mary's College**
Forensic Psychology Graduate Program
Design and implement academic class plans and individualized programs of study for graduate students. Conduct admissions interviews, evaluate applicant qualifications, and participate in student selection. Monitor student progress, provide academic advising, and respond to student concerns with timely support. Develop curriculum and course lecture materials, ensuring alignment with accreditation standards and academic rigor. Recruit, hire, and supervise faculty, fostering professional growth through responsive and supportive faculty development initiatives. Oversee program quality assurance, assessment, and continuous improvement to enhance student outcomes and program reputation.

11/24-06/25 **Trauma Recovery Center Associate Director, Alameda County Family Justice Center**
Manage a clinical therapeutic team. Ensure all funding, practices, treatment modalities and approaches, fall within the confines of the grant requirements. Secure state reimbursement for services rendered. Facilitate the allocation of therapeutic treatment in response to incidents of sexual assault, domestic violence and human trafficking. Manage daily program operations, develop program policy and procedures, conduct program assessment and evaluation, manage fiscal administration, and participate in strategic planning. Collect, review and analyze relevant data reflecting

work efforts within program, and provide statistical evaluations and periodic grant updates to state funders and department leaders as needed.

05/23-11/24 **Empowerment Associate Director, Alameda County Family Justice Center**

Utilize a trauma-informed perspective to direct the allocation of resources, supports, and financial literacy education to survivors of domestic violence and sexual assault. Participate in department-wide efforts to mitigate gender-based violence and commercial sexual exploitation to minors and those at risk of exploitation and harm. Manage daily program operations, develop program policy and procedures, conduct program assessment and evaluation, manage fiscal administration, and participate in strategic planning. Collect, review and analyze relevant data reflecting work efforts within facility, and provide statistical evaluations and periodic grant updates as needed. Responsible for planning and organizing day-to-day affairs and developing programming for clients and the community.

08/20- 05/23 **Graduate Program Advisor, Holy Names University**
Counseling and Forensic Psychology Program

Advised graduate students on academic planning, program requirements, and progression toward degree completion. Assisted in developing individualized plans of study to ensure alignment with career and academic goals. Participated in the admissions process, including interviewing prospective students and evaluating program fit. Assessed and responded to programmatic needs while supporting student success and retention. Collaborated with faculty and administration to enhance the overall academic experience within the program.

8/18- 5/23 **Undergraduate Criminology Program Coordinator, Holy Names University**

Coordinated academic programming, course scheduling, and faculty support for the undergraduate criminology program. Advised students on degree requirements, career pathways, and academic resources to support retention and success. Organized program events, workshops, and guest lectures to enhance student engagement and experiential learning. Maintained program records, tracked student progress, and supported accreditation and assessment activities.

03/15- 09/16 **Lead Faculty Area Chair, Securities and Criminal Justice College, University of Phoenix, Bay Area Campus**

Conducted faculty reviews and assessments, provided mentoring and

coaching to develop effective teaching methods. Performed faculty consultation, certification and training. Reported to periodic, monthly and weekly trainings and meetings. Provided support to adjunct faculty and ensured that teaching practices adhered to institutional standards and compliance requirements.

03/14- 09/16 **Campus Faculty Assessment Liaison, University of Phoenix- Bay Area Campus**

Provided leadership and support in the implementation of student learning outcome assessment initiatives. Informed faculty of assessment process, data collection measures, outcomes and aided in the facilitation and generation of ideas to benefit student learning and achievement.

Research Experience

06/14- 09/16 **Research Fellow, University of Phoenix- Center for Workplace Diversity**

Under the supervision of a principal investigator, independently researched criminal justice issues, disparities in education and access to determine the correlation between these social deficits and recidivism. Researched various models of probation utilized nationwide to determine a best-practices approach for specific populations within the criminal justice system.

Supervised Clinical Experience

09/04- 08/05 **Youth and Family Enrichment Services, Therapist Trainee**

Provided therapeutic psycho-educational counseling to adolescents with drug and alcohol abuse issues. Administered ASI assessment and other substance abuse test batteries to determine level of client risk factors and prevalent treatment concerns. Administered urine analysis and submitted client case summaries and status reports to the court to report on client progress and program participation. Attended mandatory trainings and weekly individual and group supervision meetings. Provided individual, group and cognitive-behavioral counseling to women dealing with drug and alcohol addictions. Led group activities. Maintained updated client case notes. Worked with probation officers in developing treatment plan and client support.

Professional

Experience

10/24- Present **Want Moore with Dr. Moore: The Criminologist of the Bay**
Owner and Operator
A space to create and facilitate transformative learning in criminal justice, education and within the community, by providing a competent, informed and culturally aware media platform to host progressive discussions, challenge ideals and move forward an agenda that promotes fair, equal and protective services for all within the justice system.

9/04- 5/13 **Deputy Probation Officer, San Mateo County Probation Department**
Ensured that adjudicated and convicted law violators released on probation adhered to orders of the court. Issued probation violations, bench warrants and imposed client sanctions. Protected the interest of the community by monitoring out of custody probationers. Utilized department supported assessment tools to determine need and appropriate level of supervision. Supervised juvenile and adult populations inclusive of the severely mentally ill; convicted drug offenders mandated to complete counseling; juveniles removed and returned to the home; and first-time offenders on local high school campuses. Coordinated and facilitated meetings, worked with different community agencies and incorporated a wrap-around treatment modality. Responded to crisis situations, attend emergency family meetings and provide case management.

11/01-09/04 **Group Supervisor, San Mateo County Juvenile Probation Department**
Provided temporary detention care of youth under the jurisdiction of the juvenile court. Developed and offered therapeutic programming. Maintained client case log. Ensured safety and security of detained minors.

08/02-05/04 **Home Supervision Officer, San Mateo County Probation Department**
Supervised minors released from juvenile hall on probation. Made visits to minors' home and school and checked their academic progress and attendance. Administered urine analysis.

08/03-02/04 **Early Academic Outreach Program, Outreach Coordinator**
Provided academic support to minority and underrepresented high school students and prepared these students academically to meet State Universities and University of California admission requirements.

08/01-05/02 **"I Have a Dream" Mentoring Program, Program Coordinator**
Coordinated an after-school, structured tutorial program for 7th and 8th grade underprivileged, middle school students. Supervised ten mentors.

Facilitated monthly meetings and obtained student assessment reports from teachers and mentors. Established strong working relationships with teachers, parents and mentors.

Professional Presentations

March 2011 **Spoken Word Event**
Argosy University

December 2013 **Faculty Scholarship Showcase**
University of Phoenix
Specialized Treatment Courts: Are they more successful than traditional courts for juvenile female probationers?

June 2014 **Bay Area Authors Speak Out:**
The World as Seen Through the Eyes of Black Authors
San Francisco Alumnae Chapter Delta Sigma Theta Sorority, Inc.
Discussion and Presentation of Poetry Book and Work

November 2014 **Community Conversation on Law Enforcement – Know Your Rights Forum**
Berkeley Bay Area Alumnae Chapter Delta Sigma Theta Sorority, Inc.

February 2015 **Faculty Scholarship Showcase**
University of Phoenix
Transitional Age Youth to Opportunity Youth: Probation Best Practice Methods.

February 2015 **Know Your Rights Panel: Black History Month Panel and Community Discussion**
Chabot Community College

May 2016 **Police Week Law Enforcement Symposium Panel Moderator**
University of Phoenix, Bay Area Campus

September 2019 **Dignity and Safety for All: Ending Mass Incarceration**
Holy Names University

October 2020 **Social Justice Info Series:**
Understanding Systemic Racism and Privilege
Defunding the Police: What does that mean?
Prison Reform: COVID's Impact on the Incarcerated
The Impact of Your Vote
Holy Names University

March 2021	**Her-Story: Women's History Month** **Women Leaders in Law Enforcement and Business** Holy Names University
October 2021	**Black and Blue: African American Law Enforcement Leadership** Holy Names University
November 2021	**Undergraduate Research Symposium on Environmental Racism** Holy Names University
September 2022	**Alameda County District Attorney Forum Host and Moderator** University of California, Berkeley
January 2025	**Breaking the Chains: Human Trafficking Awareness Month Panel Moderator** Alameda County District Attorney's Office
March 2025	**Overcoming Challenges Prevailing Against the Odds: Leaders in Law and Enforcement Women's History Month Panel Moderator** Saint Mary's College
April 2025	**Sexual Assault and Awareness Conference** Saint Mary's College
April 2025	**Understanding Trauma and Supporting Survivors** Rafiki Wellness Coalition Presentation
April 2025	**Understanding Trauma: Supporting Case Managers and Care Providers** Serenity House Women's Holistic Health
May 2025	**Forensic Psychology in Practice: Advancing Justice and Equity in the Legal System Co-facilitated 60-Minute Talk** Western Psychological Association 2025 Symposium
May 2025	**Exploring Career Paths in Psychology and Counseling** **Co-facilitated 60-Minute Talk** Western Psychological Association 2025 Symposium

Honors and Awards

2019 and 2021 CPSY Teacher of the Year Award, Holy Names University- Graduate Psychology Counseling and Forensic Program

2015 Distinguished Faculty of the Year, University of Phoenix- Bay Area Campus, Securities and Criminal Justice
Incentive Award Scholar, University of California, Berkeley

Affiliations

American Psychological Association
American Society of Criminology
Coro Program Alumni Association
Contra Costa County Alcohol and Other Drugs Advisory Board
Delta Sigma Theta Sorority, Incorporated
Girl Scouts of Northern California
Golden Gate University Alumni Association Board
Parent Teacher Association
University of California Alumni Association
University of California, Berkeley Lux Alumni Association

Publications

Doctoral Dissertation: Specialized Treatment Courts: Are they more successful than traditional courts for juvenile female probationers?

Dawn of My Next Decade, 2011, Self-Published

References

References and letters of recommendation available upon request.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4537 **Agenda Date:** 11/4/2025 **Agenda #:** C.11.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Appointment to Reclamation District 2117

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Sandra Speckman Kiefer to the Reclamation District 2117 Board of Trustees for a four year term ending December 2029.

FISCAL IMPACT:
None.

BACKGROUND:
The Clerk of the Board of Supervisors received correspondence from Brett Baker, Secretary and Counsel for Reclamation District 2117. On behalf of the Reclamation District, Mr. Baker has requested that the Board of Supervisors make appointments to fill one seat on the District's Board of Trustees. A nominating petition was received by one individual, Sandra Speckman Kiefer. No petition requesting an election has been received. The District requests that Sandra Speckman Kiefer be appointed to the Board of Trustees for a four-year term ending December 2029.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominee to the Board of Trustees for Reclamation District 2117 would not be approved, and the Board would have difficulty conducting business.

RECLAMATION DISTRICT NO. 2117
(Corn Island)
235 East Weber Avenue
P.O. Box 1461
Stockton, California 95201
(209) 465-5883
bgb@bgbakerlaw.com

Trustees
Joyce Speckman
Sandra Keifer
Kent L. Keifer

Secretary and Attorney
Brett G Baker
Assistant Secretary and Attorney
Dante John Nomellini
Engineer
Christopher Neudeck

September 30, 2025

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 one (1) vacancy on the Board of Trustees, the District received nomination petitions from Sandra Speckman Kiefer. 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:

Sandra Speckman Kiefer for the term ending December, 2029

Yours very truly,

RECLAMATION DISTRICT NO. 2117

BRETT G BAKER
Secretary and Counsel

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4538 **Agenda Date:** 11/4/2025 **Agenda #:** C.12.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Click or tap here to enter text.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Coleman Foley and Thomas Baldocchi, Jr. to the Reclamation District 2065 Board of Trustees for four-year terms beginning December 5, 2025 and ending December 7, 2029.

FISCAL IMPACT:
None.

BACKGROUND:
The Board of Supervisors received correspondence from Dante Nomellini, Jr., District Secretary and Attorney for Reclamation District 2065, requesting appointment to the Board of Trustees of the District in lieu of elections. Mr. Nomellini, Jr. reports that pursuant to the notice calling for nomination petitions for two vacancies, no petitions were received and no petition requesting an election was presented to the District. Therefore, the District requests that the Board of Supervisors appoint Coleman Foley and Thomas E. Baldocchi, Jr. to four-year terms on the Board of Trustees of Reclamation District 2065 commencing December 5, 2025 and ending December 7, 2029.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees 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.

RECLAMATION DISTRICT NO. 2065
(VEALE TRACT)

235 East Weber Avenue, Stockton, CA 95202
Mailing Address: P.O. Box 1461, Stockton, CA 95201-1461
Tele: (209) 465-5883; Fax: (209) 465-3956
Email: dantejr@pacbell.net

Trustees
Coleman M. Foley, Jr.
Thomas E. Baldocchi, Sr.
Thomas E. Baldocchi, Jr.

Secretary and Attorney
Dante J. Nomellini, Jr.
Engineer
Michael R. Moncrief

October 17, 2025

Via Email Only to clerkoftheboard@cob.cccounty.us

Clerk of the Board of Supervisors
Contra Costa County
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Re: Appointment of Trustees for Reclamation District No. 2065.

Dear Board of Supervisors:

Pursuant to the Notice Calling for Nomination Petitions for two (2) vacancies on the Board of Trustees for Reclamation District No. 2065 ("District"), no nomination petitions were received. Pursuant to Water Code section 50742, because no nomination petitions were received and no petition requesting an election was presented to the District, the Board of Trustees of the District requests that the Board of Supervisors appoint the incumbents to fill the vacancy since they are qualified and willing to serve as trustees. The appointments are requested to be as follows:

Coleman Foley for the four-year term beginning December 5, 2025 and ending December 7, 2029.

Thomas Baldocchi, Jr. for the four-year term beginning December 5, 2025 and ending December 7, 2029.

Thank you for your time and attention to this matter.

Very truly yours,

RECLAMATION DISTRICT NO. 2065

By: _____
Dante J. Nomellini, Jr.
Secretary & Attorney for RD 2065

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4539 **Agenda Date:** 11/4/2025 **Agenda #:** C.13.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Reclamation District 2026 Appointment

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, David Bradshaw to the Board of Trustees of Reclamation District 2026 for a four year term ending December 2029.

FISCAL IMPACT:
None.

BACKGROUND:
The Clerk of the Board of Supervisors received correspondence from Pamela A. Forbus, Secretary/Attorney for Reclamation District 2026. On behalf of the Reclamation District, Ms. Forbus has requested that the Board of Supervisors make appointments to fill one seat on the District's Board of Trustees in lieu of election. A nominating petition was filed by David Bradshaw for the office of Trustee. Subsequently, pursuant to Water Code Section 50741 and 50742 the District published notice that no election would be held. Therefore, the District requests that David Bradshaw be appointed to the Board of Trustees for a four-year term ending December 2029, pursuant to Water Code section 50742.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees for Reclamation District 2026 would not be approved, and the District's Board of Trustees would have difficulty conducting business.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4540 **Agenda Date:** 11/4/2025 **Agenda #:** C.14.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Appointment to Reclamation District 2025

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Russell E. Ryan to the Board of Trustees of Reclamation District 2025 for a four-year term ending December 2029.

FISCAL IMPACT:
None.

BACKGROUND:
The Clerk of the Board of Supervisors received correspondence from Pamela A. Forbus, Secretary/Attorney for Reclamation District 2025. On behalf of the Reclamation District, Ms. Forbus has requested that the Board of Supervisors make appointments to fill one seat on the District's Board of Trustees in lieu of election. A nominating petition was filed by Russell Ryan Bradshaw for the office of Trustee. Subsequently, pursuant to Water Code Section 50741 and 50742 the District published notice that no election would be held. Therefore, the District requests that Russell Ryan be appointed to the Board of Trustees for a four-year term ending December 2029, pursuant to Water Code section 50742.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees for Reclamation District 2025 would not be approved, and the District's Board of Trustees would have difficulty conducting business.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4541 **Agenda Date:** 11/4/2025 **Agenda #:** C.15.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Appointments to Reclamation District 2137

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT, in lieu of election, Molly Ferrell and Emma Mendonsa to the Board of Trustees of Reclamation District 2137 for terms ending December 2029 and December 2027, respectively.

FISCAL IMPACT:
None.

BACKGROUND:
The Clerk of the Board of Supervisors received correspondence from Pamela A. Forbus, Secretary/Attorney for Reclamation District 2137. On behalf of the Reclamation District, Ms. Forbus has requested that the Board of Supervisors make appointments to fill two seats on the District's Board of Trustees in lieu of election. A nominating petition was filed by Molly Ferrell and Emma Mendonsa for the office of Trustee. Subsequently, pursuant to Water Code Section 50741 and 50742, the District published notice that no election would be held. Therefore, the District requests that Molly Ferrell be appointed for a four-year term ending December 2029 and Emma Mendonsa be appointed to a two-year term ending December 2027 on the Reclamation District 2137 Boad of Trustees, pursuant to Water Code section 50742.

CONSEQUENCE OF NEGATIVE ACTION:
The proposed nominees to the Board of Trustees for Reclamation District 2137 would not be approved, and the District’s Board of Trustees would have difficulty conducting business.

PAMELA A. FORBUS
ATTORNEY AT LAW
343 East Main Street, Suite 715
Stockton, California 95202
(209) 943-5551

October 20, 2025

Contra Costa County Board of Supervisors
c/o Clerk of the Board Office
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Sent via email: clerkoftheboard@cob.cccounty.us

Re: Reclamation District No. 2137

Ladies and Gentlemen:

This office represents the Board of Trustees of Reclamation District No. 2137. Relative to the above, this will serve to call to your attention to the necessity of appointing two Trustees to the Board of Trustees of Reclamation District No. 2137.

On or prior to September 11, 2025, a nominating petition was filed nominating the following named individual(s) for the office of Trustee:

Molly Ferrell 901 P Street, Room 411A Sacramento, CA 95814	Emma Mendonsa 901 P Street, Room 411A Sacramento, CA 95814

Pursuant to Water Code Section 50741, a notice was posted, advising that no election would be held in said Reclamation District for the office of Trustee.

Enclosed with this letter is a Certificate of the District Secretary for Reclamation District No. 2137.

It is, therefore, respectfully requested in accordance with the provisions of Section 50742 of the Water Code that the following named individuals be appointed as members of the Board of Trustees of Reclamation District No. 2137 for the term set opposite her name or until a successor is elected and qualified:

MOLLY FERRELL – 4 years
EMMA MENDONSA – 2 years

If you have any questions regarding this matter, please feel free to contact me at (209) 943-5551 or by email at pamforbus@sbcglobal.net

Yours very truly,

Pamela A. Forbus

PAMELA A. FORBUS

PAF/ph
Enclosure

RECLAMATION DISTRICT NO. 2137

CERTIFICATE OF SECRETARY

I, PAMELA A. FORBUS, do hereby certify as follows:

1. That I am the Secretary for RECLAMATION DISTRICT NO. 2137.

2. That the elective offices of said District to be filled at the 2025 general District Election is as follows:

Two Trustees

3. That the name of the candidate(s) for said elective office who has filed a nominating petition and the length of term of office are as follows:

MOLLY FERRELL – 4 years

EMMA MENDONSA – 2 years

4. The number of nominees who have filed nominating petitions does not exceed the number of offices to be filled at said election.

5. To my knowledge, no petition requesting an election has been filed.

In testimony hereof, I have set my hand this 20th day of October, 2025.

Pamela A. Forbus, Secretary
Reclamation District No. 2137

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4542 **Agenda Date:** 11/4/2025 **Agenda #:** C.16.

To: Board of Supervisors

From: Internal Operations Committee

Report Title: RECOMMENDATION FOR APPOINTMENT TO THE AIRPORT LAND USE COMMISSION

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:
APPOINT Vinoy Mereddy (Brentwood) to the Board of Supervisors #1 seat on the Airport Land Use Commission to complete the unexpired term ending on May 7, 2028.

FISCAL IMPACT:
No fiscal impact. Airport Land Use Commissioners are not compensated.

BACKGROUND:
The Airport Land Use Commission (ALUC) plans for airport land use compatibility. ALUCs ensure safe airport expansion and adopt measures to minimize public exposure to noise and safety hazards around airports. The governing statutes are in Division 9, Part 1, Chapter 4, Article 3.5, Sections 21670 - 21679.5 of the California Public Utilities Code (PUC).

An ALUC has the following powers and duties, per PUC Section 21674:

- Ensure compatible land uses around new and existing airports unless already incompatible.
- Coordinate planning at all levels to develop air transportation and protect public health, safety, and welfare.
- Prepare and adopt an airport land use compatibility plan per Section 21675.
- Review plans, regulations, and actions of local agencies and airport operators per Section 21676.

The commission has no jurisdiction over airport operations. To fulfill its duties, the commission may adopt relevant rules and regulations. The plan focuses on land uses near Buchanan Field Airport and Byron Airport.

The ALUC consists of seven (7) members as follows: Two (2) appointees of the Board of Supervisors (BOS No. 1 and BOS No. 2); Two (2) appointees of the Airport Manager (Airport Manager No. 1 and No. 2); one (1) At-Large appointed by the balance of the ALUC; and Two (2) appointed by other local jurisdictions: one member from Contiguous Jurisdictions and one member from Non-Contiguous jurisdictions (i.e., based on proximity to the airport).

State Aeronautics sets four-year term limits. Each member serves four years until their successor is appointed

and qualified. The terms of the Board of Supervisors 1 and 2 seats expired and the incumbents indicated they will not seek new terms.

Recruitment for the two vacant BOS seats began on September 26, 2025, with an application deadline of October 17, 2025 (a span of three weeks). Only one application was submitted, from Vinoy Mereddy of Brentwood. He was interviewed by the Internal Operations Committee during their regular meeting on October 27, 2025. The IOC recommends appointing Mr. Mereddy to the BOS#1 seat on the Commission.

CONSEQUENCE OF NEGATIVE ACTION:
If the recommendation is not approved, the Board of Supervisors will lack representation on the Airport Land Use Commission.

Application Form

Profile

Vinoy
First Name

C
Middle Initial

Mereddy
Last Name

Home Address

Suite or Apt

Brentwood
City

CA
State

94513
Postal Code

Primary Phone

Email Address

District Locator Tool

Resident of Supervisorial District:

☑ District 3

HCL Software
Employer

Sr Software Engineer
Job Title

Length of Employment

15 years

Do you work in Contra Costa County?

◉ Yes ○ No

If Yes, in which District do you work?

3

How long have you lived or worked in Contra Costa County?

19 years

Are you a veteran of the U.S. Armed Forces?

○ Yes ◉ No

Board and Interest

Which Boards would you like to apply for?

Airport Land Use Commission: Archived

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

◉ Yes ○ No

If Yes, how many meetings have you attended?

Education

Select the option that applies to your high school education *

☑ None of the above

College/ University A

Name of College Attended

Oklahoma City University

Degree Type / Course of Study / Major

Master of Sciences (Computer Sciences)

Degree Awarded?

◉ Yes ○ No

College/ University B

Name of College Attended

Bangalore University, India

Degree Type / Course of Study / Major

Bachelor of Computer Science and Engineering

Degree Awarded?

◉ Yes ○ No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

○ Yes ○ No

Other Trainings & Occupational Licenses

Other Training A

Certificate Awarded for Training?

○ Yes ○ No

Other Training B

Certificate Awarded for Training?

○ Yes ○ No

Occupational Licenses Completed:

Qualifications and Volunteer Experience

Please explain why you would like to serve on this particular board, commitee, or commission.

I would like to contribute in any little way I can to help my fellow citizens and residents of our county to make the services easily available so that they will greatly help them. It is my passion to help the humanity and hope I get an opportunity to make a positive impact through my service on the board, committee or commission of the Contra Costa County.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I'm a strong community volunteer always looking for ways to help my fellow humanity. It is a pleasure that cannot be paralleled when you know the help, guidance, pointers you provided to someone, in a timely manner when they are looking for it, is priceless for them and priceless for me too that I could be of help to them. I feel the responsibility more when people call about the things I may not be able to help but they remember my name and think it worthy of calling me with the hope that I may get them a contact I know who could help them, even if I could not as I may not have expertise on that subject (like a medical related question, for their relatives etc). I completed Masters in Computer Sciences from Oklahoma City University couple of decades ago and working in Software field. But over the years I realized helping people in need in what ever little way I can and taking some time out from my weekly schedule for it has become essential part of my Life now and want to do this on a bigger platform like at county level so that I get an opportunity to help lot more people through my volunteering at county level. Thanks

Upload a Resume

Would you like to be considered for appointment to other advisory bodies for which you may be qualified?

◉ Yes ○ No

Do you have any obligations that might affect your attendance at scheduled meetings?

○ Yes ◉ No

If Yes, please explain:

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

◉ Yes ○ No

If Yes, please list the Contra Costa County advisory board(s) on which you are currently serving:

Contra Costa Mosquito and Vector Control Board

If Yes, please also list the Contra Costa County advisory board(s) on which you have previously served:

List any volunteer or community experience, including any advisory boards on which you have served.

Currently volunteer from past 2 years at Contra Costa Mosquito and Vector Control Board. Volunteering from past 7 years at Elementary school as part of Parent teacher club member as Volunteer Co-ordinator. Have volunteered at High school's site council member from last 4 years. Have volunteered and helped 100s of people get into gardening and get good trees for less price directly from the nurseries through fundraisers for school.

Conflict of Interest and Certification

Do you have a familial or financial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed under the "Important Information" section below or Resolution No. 2021/234)

○ 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?

○ 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

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 2021/234, a person will not be eligible for appointment if he/she is related to a Board of Supervisors' member in any of the following relationships:
   (1) Mother, father, son, and daughter;
   (2) Brother, sister, grandmother, grandfather, grandson, and granddaughter;
   (3) Husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepson, and stepdaughter;
   (4) Registered domestic partner, pursuant to California Family Code section 297;
   (5) The relatives, as defined in 1 and 2 above, for a registered domestic partner;
   (6) Any person with whom a Board Member shares a financial interest as defined in the Political Reform Act (Gov't Code §87103, Financial Interest), such as a business partner or business associate.

Airport Land Use Commission Roster

Position	Name	Start date	End date	City
At-Large	Richard E Cunningham	5/2/2023	5/3/2027	Lafayette
Airport Managers Appointee 1	Geoff Logan	5/2/2023	5/1/2027	Walnut Creek
Airport Managers Appointee 2	Allison A Picard	11/29/2022	5/4/2026	Martinez
Appointee 1 of the Board of Supervisors	Vacancy	5/7/2024	5/7/2028	
Appointee 2 of the Board of Supervisors	Vacancy	5/2/2023	5/2/2027	
City Selection Committee (Contiguous)	Carlyn Obringer	5/3/2022	5/4/2026	
City Selection Committee (Non-Contiguous)	Laura Hoffmeister	4/30/2024	5/1/2028	

Contra Costa County

County Administrator's Office • 1025 Escobar Street • Martinez, CA 94553 • www.contracosta.ca.gov

FOR IMMEDIATE RELEASE
Tuesday, September 26, 2025

Contact: Julie DiMaggio Enea
Phone: (925) 655-2056
Email: julie.enea@cao.cccounty.us

Would You Like To Serve On The Contra Costa County Airport Land Use Commission?

Board of Supervisors Appointee 1 and 2

(Martinez, CA) – The County is seeking individuals who are interested in serving on Contra Costa County's Airport Land Use Commission (ALUC) as one of the Board of Supervisors Appointees (two vacancies). The Commission's role and responsibilities are to:

- In accordance with the State Aeronautics Act (California Public Utilities Code Section 21001), provide for the orderly development of each public use airport in the County and all areas surrounding these airports;

- Protect public health, safety, and welfare by ensuring the orderly expansion of airports and the adoption of land use measures that minimize the public's exposure to excessive noise and safety hazards within areas around public-use airports;

- Formulate land use policies that restrict the development of lands to ensure compatibility with planned operations of public-use airports;

- Review the general plans of local agencies for consistency with the Airport Land Use Compatibility Plan; and

- Review proposed modifications to airport master plans for consistency with the Airport Land Use Compatibility Plan.

Commission members are expected to attend at least one meeting a month. Regular meetings of the ALUC are held on the third Thursday of each month at 7:00 p.m. in the Zoning Administrator Meeting Room at 30 Muir Road, Martinez, CA. Background study, occasional field trips, and extra meetings are sometimes necessary. Members shall serve without compensation.

There are seven members on the ALUC. The current vacancies occurred midterm and are for two commissioners that represent and are appointed by the Board of Supervisors. During the term of office, each member shall reside or work in Contra Costa County. Appointed members are required to comply with the Conflict-of-Interest reporting requirements in State law.

Application forms are available at the Clerk of the Board of Supervisors by visiting the County webpage at www.contracosta.ca.gov/3418 or by calling (925) 655-2000. Return completed applications to the Clerk of the Board of Supervisors, 1025 Escobar Street, 1st Floor, Martinez, CA 94553, or email with "ALUC BOS Appointee Application" in the subject line at ClerkoftheBoard@cob.cccounty.us **no later than 5:00 p.m. on Friday, October 17, 2025**. Applicants should plan to be available for public interviews via Zoom (televideo) on Monday, October 27, 2025 at 10:30 a.m..

For further information, please call Jamar Stamps, ALUC staff, with the Department of Conservation & Development, Transportation Planning Division, at (925) 655-2917 or jamar.stamps@dcd.cccounty.us.

# # #

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4543 **Agenda Date:** 11/4/2025 **Agenda #:** C.17.

To: Board of Supervisors

From: Kendra Carr & Peter Kim, Co-Directors Office of Racial Equity and Social Justice

Report Title: Bylaws for the African American Holistic Wellness and Resource Hub

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Bylaws for the Transitional Community Advisory Body for African American Holistic Wellness and Resource Hub.

FISCAL IMPACT:
There is no fiscal impact.

BACKGROUND:
On August 12, 2025, the Board of Supervisors approved the final implementation plan for the African American Holistic Wellness and Resource Hub. At the time, the Board of Supervisors approved the establishment of the Transitional Community Advisory Body (T-CAB) for the African American Holistic Wellness and Resource Hub (AAHWRH).

The T-CAB will support the AAHWRH development during Phase 1 by providing guidance to ORESJ in the procurement of an independent lead entity who will oversee implementation and coordination. Similar to the AAHWRH Feasibility Study Steering Committee, the T-CAB will be a community-led advisory body comprised of thirteen (13) county residents that each possess personal and professional lived experiences that reflect the needs, concerns and priorities of vulnerable African Americans in Contra Costa County.

The Transitional Community Advisory Body's responsibilities will include:

- Review and provide feedback on eligibility and selection criteria for Implementation Lead entity
- Review and provide feedback on eligibility and selection criteria for Executive Director
- Review and provide feedback on eligibility and selection criteria for Board of Directors
- Review and provide feedback on eligibility and selection criteria for Community Council
- Support outreach and recruitment efforts for interested and qualified candidates for all positions/roles described above

To ensure there are no conflicts of interest, T-CAB members cannot have professional affiliations nor close personal relationships with any organizations or persons interested in applying for and/or serving in any of the above capacities. ORESJ will design a recruitment, application and selection process that includes an Equity Committee interview and nomination of T-CAB finalists, which will then move to the Board of Supervisors for

final approval and appointment.

The T-CAB will remain in place until an independent 501(c)(3) nonprofit organization is created, an AAHWRH Board of Directors is appointed, and a Community Council is established, after which the T-CAB will dissolve.

On August 25, 2025, a press release was issued announcing that applications were available for those seeking a seat on the T-CAB. The application period closed on September 12, 2025, and 48 applications were received. No applications from District 2 were received by the deadline.

At the September 22, 2025 meeting, the Equity Committee requested that ORESJ staff: 1) Reopen the application process and recruit applicants from District 2, and 2) Request that each District Supervisor recommend their top applicants to move forward to the T-CAB applicant process

On September 29, 2025, the Equity Committee reviewed the list of Supervisor recommendations and set an October 6, 2025 Special Equity Committee meeting to interview the recommended applicants.

At the October 6th Equity Committee meeting, each applicant recommended by their District Supervisor was interviewed, including one additional District 2 applicant/resident who applied when the application process was reopened on September 22, 2025. The Equity Committee selected 13 members to recommend to the Board of Supervisors for T-CAB appointment. The Board of Supervisors appointed the recommended 13 members at the October 21, 2025 meeting.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, the T-CAB will not have Bylaws to govern its operation.

Contra Costa County
African American Holistic Wellness and Resource Hub
Ad Hoc Transitional Community Advisory Body (T-CAB)
BYLAWS

I. NAME

The name of this committee is the Contra Costa County African American Holistic Wellness and Resource Hub Feasibility Study Ad Hoc Transitional Community Advisory Body ("T-CAB"). The T-CAB is governed by the California Ralph M. Brown Act ("Brown Act") and the Contra Costa County Better Government ordinance ("BGO").

II. AUTHORITY

The T-CAB was established by the Contra Costa County Board of Supervisors ("Board") on August 12, 2025 and is governed by these bylaws. The purpose and function of these bylaws are to provide structure and consistency around governance of its members and the regulation of its affairs.

III. PURPOSE

The purpose of the T-CAB is to carry out the following tasks related to the establishment of the African American Holistic Wellness and Resource Hub:

a. Review and provide feedback on eligibility and selection criteria for Implementation Lead entity. The entity will coordinate the establishment of the African American Holistic Wellness and Resource Hub, a network of service provider partners.
b. Review and provide feedback on eligibility and selection criteria for the Executive Director of the African American Wellness and Resource Hub. The Executive Director will report to the Board of Directors and work closely with the Community Council (see below).
c. Review and provide feedback on eligibility and selection criteria for Board of Directors of the African American Holistic Wellness and Resource Hub. It is anticipated that the Board of Directors will be composed of thirteen (13) seats: six institutional seats and seven community seats, with Directors committing to serve at least one two-year term.

d. Review and provide feedback on eligibility and selection criteria for Community Council. The Community Council will be an advisory body to the Board of Directors and AAHWRH leadership on ongoing concerns and issues within the local Black community and provide guidance around community engagement, improved service delivery, and innovative partnership opportunities.
e. Review and provide feedback on eligibility and selection criteria for rapid response service providers. Rapid response service providers will deliver direct services in collaboration with County services, while receiving coordination support, technical assistance, and capacity building opportunities from the contracted lead entity. Services will aim to expand access to effective health and social service opportunities, strengthen navigation and service linkage processes, and improve health and well-being in African American and other vulnerable communities.
f. Support outreach and recruitment efforts for interested and qualified candidates for all positions/roles described above

The T-CAB is a temporary advisory body with an anticipated timeline through August 2026. The Equity Committee may make recommendations to extend the timeline for this body's work. It is intended that the T-CAB will sunset once the Implementation Lead Entity is established and the Board of Directors and Community Council are established.

IV. MEMBERSHIP

The T-CAB will be composed of thirteen (13) members that each possess personal and professional lived experiences that reflect the needs, concerns and priorities of vulnerable African Americans in Contra Costa County. There will be a balanced representation of geographic, social, and cultural categories to ensure a broad and diverse spectrum of perspectives are included in all T-CAB deliberations and decision-making. All members of the T-CAB are appointed by and serve at the pleasure of the Board.

The T-CAB shall select a Chair and Vice-Chair for purposes of officiating meetings. The Chair shall preside at all meetings and shall proceed with the business of the Advisory Body in a manner prescribed in these bylaws and in the Advisory Body Handbook. If the Chair is not present at a meeting, the Vice Chair shall preside.

The T-CAB shall also have three (3) Alternate Members. Alternate Members are non-voting members of the T-CAB appointed by the Board of Supervisors that have all the duties, rights, and responsibilities of other Appointed Members, except voting privileges and they do not count towards a quorum. The Chair may designate an

Alternate Member to represent an absent Member. When an Alternate Member is designated to represent an absent Member, the Alternate Member has all the duties, rights, and responsibilities of the member they represent, including voting privileges and counting towards a quorum. The Alternate Member's designation to represent an absent Member shall apply only for the duration of the specific T-CAB meeting in which such designation occurs. In filling an unscheduled vacancy of a Member, preference shall be given to any Alternate Member with a consistent record of meeting attendance and participation.

The T-CAB may establish volunteer ad hoc working groups, comprised of fewer members than a quorum, in order to secure specific areas of expertise necessary to meet the objectives of the T-CAB.

V. CONFLICT OF INTEREST

To ensure there are no conflicts of interest, T-CAB members cannot have professional affiliations or close personal relationships with, or financial interests in any organizations or persons applying for and/or serving in any of the following capacities for the African American Holistic Wellness and Resource Hub: Implementation Lead Entity, Executive Director, Board of Directors and Community Council. No member shall participate as a member in any discussion or voting if doing so would constitute a perceived or actual conflict of interest, and in accordance with the California Political Reform Act of 1974 and Government Code section 1090 et seq.

Whenever a member has a personal or financial interest in any matter coming before the T-CAB, the member shall ensure that:

a. The interest of such member is fully and publicly disclosed to the T-CAB; and
b. The member is recused from discussing and voting on the matter after public identification of the conflict of interest has been provided.

No interested member may vote on or discuss the matter or be counted in determining the existence of a quorum at the meeting of the T-CAB at which such matter is voted upon. Any transaction in which a member has a personal or financial interest shall be duly approved by remaining members of the T-CAB not so interested or connected as being in the best interests of the T-CAB.

VI. QUORUM, VOTING AND DECISION-MAKING

All members will have an equal voice in the decision-making process. Each member is entitled to one vote.

a. A quorum is established when seven (7) of the thirteen (13) T-CAB members are present.
b. A vote of action approved by a majority of the T-CAB members present, unless otherwise specified herein, is required for the adoption of any option, resolution or order and to take any other action deemed appropriate to carry forward the objectives of the T-CAB.

VII. RESIGNATION

A member may resign from the T-CAB at any time by submitting written notice to the County staff ("Staff") at the Office of Racial Equity and Social Justice, which has been appointed by the Board to manage and support the T-CAB. The resignation will be effective upon receipt of the written request. Staff shall notify the Board as soon as possible regarding the vacancy.

VIII. FILLING VACANCIES

Vacancies will be filled as soon as practicable in accordance with Contra Costa County policies and procedures regarding filling commission vacancies.

a. In the case of resignations and vacancies, the T-CAB is able to continue in its role and function as long as a quorum of seven (7) members is met; staff will work with all due diligence to fill the vacancy as soon as possible by working with the Equity Committee and the Board in identifying a replacement, while keeping the T-CAB apprised of progress with regular updates.

IX. MEETINGS AND ATTENDANCE

Members of the T-CAB shall attempt with all due diligence to attend all meetings. If any member of the Committee is unable to attend, they must make reasonable efforts to notify Staff prior to the meeting.

a. T-CAB meetings will take place at a mutually agreed upon date and time, and will take place at the County Administration Building B at 1026 Escobar Street, Martinez, CA 94553, and may take place at other publicly accessible locations posted on the agenda. If a quorum is not available for a regular meeting, Staff may approve the cancellation of that meeting.
b. Additional remote meeting locations throughout the County may be designated, as permitted by the Brown Act and approved by the Board. Regardless of the number of locations for any given meeting, a quorum of the T-CAB (i.e., 7 members) must participate at all meeting locations in accordance with applicable state law.

c. The Brown Act permits individual members of the T-CAB to participate in committee meetings by teleconference for "just cause" or due to "emergency circumstances" when certain requirements are met. If any member must attend a meeting virtually (i.e., via Zoom) for a "just cause" or "emergency circumstance" reason, that member must notify Staff prior to the meeting. Members can use this option up to two times throughout the year. If a committee meeting takes place at multiple locations and less than quorum (i.e., 7 members) is at a single location, then no member will be able to use "just cause" or "emergency circumstance" and participate virtually.

X. AGENDA, ADDING ITEMS, URGENCY ITEMS, ORDER OF BUSINESS

The agenda and agenda packet for regularly scheduled meetings will be posted on the County's website and announced and shared via email 96 hours in advance of each meeting. The agenda and agenda packet will also be available for public viewing during the meeting. At a minimum, the agenda must contain the date, time, and locations of the meeting and the items of business to be considered.

a. Members may add subjects for inclusion in the agenda so long as they notify the Chair at least one week prior to the meeting. Those subjects will be added to the agenda accordingly by Staff in consultation with the Chair, either as items that require discussion and action/approval or as informational items for review and acceptance.
b. A typical Order of Business at all regular meetings of the T-CAB will include:
   - Welcome/Roll Call
   - Public Comment
   - Approval of previous meetings notes (i.e. "Record of Action")
   - Discussion of items for action/approval
   - Review and acceptance of informational items
   - Miscellaneous items
   - Board of Directors and Community Council Transition Update
   - Funding Allocation Review
   - Confirmation of next meeting logistics
   - Adjournment

XI. PUBLIC PARTICIPATION

All regular meetings of the T-CAB shall be open to the public in accordance with the Brown Act and BGO. Members of the public may address the T-CAB during public comment portions of the meeting agenda.

a. Public comment is limited to two (2) minutes per speaker unless an extension is granted by the Chair. If a speaker requires language translation,

whether provided by the County or by the speaker, an additional 3 minutes will be given.

XII. COMPENSATION

Members volunteer to serve on the T-CAB. Members will not receive any compensation for their service.

XIII. COUNTY STAFF SUPPORT

To the extent possible, Staff will provide technical and administrative support to the T-CAB.

a. Such support may include serving as secretary of the T-CAB, keeping accurate and sufficient records of all proceedings; receiving and transmitting all correspondences; maintaining files for all reports, and such other duties as are usually incidental to the staff.
b. Staff will keep a record of action of each meeting and offer them for the T-CAB's approval at a subsequent meeting.
c. Staff will reserve meeting locations and ensure that adequate facilities are provided and in compliance with the Brown Act and BGO, inclusive of all amendments.

XIV. AMENDMENT OF BYLAWS

These bylaws may be amended based on the recommendation of the T-CAB and subject to the approval of the Equity Committee and the Board. Written notice of proposed amendments will be submitted to all members of the T-CAB at least one week prior to the meeting at which the proposed amendment will be considered. Written notice of the proposed amendment is not required if the proposed amendment is submitted to the T-CAB at a regular meeting prior to the meeting at which the amendment is considered.

a. Amendments require an affirmative vote of seven (7) members of the T-CAB.

ADOPTION AND CERTIFICATION

The above bylaws were approved by the Board on _____, 2025.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4544 **Agenda Date:** 11/4/2025 **Agenda #:** C.18.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Update to Policy Governing County Expenditures for Annual Board of Supervisors-Hosted Commemorative Celebrations

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. **APPROVE** the addition of International Women's Day and the Contra Costa County Block Party to the list of annual Board of Supervisors-hosted commemorative celebrations authorized under existing policy.
2. **AUTHORIZE** the Auditor-Controller to pay up to $6,500 per event for eligible expenses incurred by the staff committees convened by the County Administrator to organize these events.
3. **AUTHORIZE** County Department Heads to donate, and those serving as Event Committee Chairpersons to accept, voluntary contributions, including outside donations for these events, in compliance with Administrative Bulletin 117.
4. **DIRECT** the County Administrator to update the Administrative Bulletin operationalizing this Board policy for use by County staff committees coordinating each authorized event, and delegate authority to the County Administrator to increase the maximum expenditure rate per event, as needed, through the annual budget development process.

FISCAL IMPACT:

Up to $6,500 per event, 100% General Fund. Costs may be supplemented by private donations, special revenue funds, and the County General Fund. Each event will continue to be authorized the same $6,500 budget to ensure equity.

BACKGROUND:

On May 23, 2023 (Agenda Item C.75), the Board approved a policy governing County expenditures to plan and conduct annual Board-hosted commemorative celebrations. That action authorized the Dr. Martin Luther King, Jr. Commemorative Celebration, the Cesar Chavez Commemorative Celebration, the Veterans Day Recognition, and the Asian American and Native Hawaiian/Pacific Islander (AANHPI) Heritage Celebration. To further advance the County's commitment to equity, inclusion, and community engagement, staff now recommend expanding the policy to formally add **International Women's Day** and the **Contra Costa County**

Block Party to the list of authorized annual events.
Event committees, chaired by County Department Heads and composed of staff volunteers, will continue to plan and execute these events. Typical expenditures include promotional materials, food, decorations, speakers, music, and custodial services, generally not exceeding $6,500 per event.
This update reaffirms the Board's commitment to hosting commemorative celebrations, extends the list of annual events, and maintains the established $6,500 expenditure authority per event.

CONSEQUENCE OF NEGATIVE ACTION:

Without this update, International Women's Day and the Contra Costa County Block Party will not be included in the authorized list of annual commemorative celebrations, preventing Department Heads from securing resources and the Auditor-Controller from processing event expenses.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4545 **Agenda Date:** 11/4/2025 **Agenda #:** C.19.

To: Board of Supervisors

From: Diane Burgis, District III Supervisor

Report Title: DECLARE VACANT District 3 seat on the Emergency Medical Care Committee held by Nina Silva, as recommended by Supervisor Diane Burgis.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DECLARE VACANT District 3 seat on the Emergency Medical Care Committee held by Nina Silva, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:
None.

BACKGROUND:
Current appointment unable to fill obligation.

CONSEQUENCE OF NEGATIVE ACTION:
None.

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
1025 Escobar Street, 1st Floor
Martinez, CA 9455

Board, Commission, or Committee	Appointments will be made after
Emergency Medical Care Committee *Seat: District 3*	November 18, 2025

I, Monica Nino, 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 (vacancies) will be posted on November 4, 2025.

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

Attested: November 4, 2025

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

By: _____
Deputy Clerk

cc: Hard Copy to Clerk of the Board Lobby
Hard Copy to Minutes File
Soft Copy .DOCX to M:\5-Notices and Postings
Soft Copy .PDF to S:\Minutes Attachments\Minutes 2020
Soft Copy .PDF to M:\1- Committee Files and Applications

Agenda Item Number.

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
1025 Escobar Street, 1st Floor
Martinez, CA 9455

Board, Commission, or Committee	**Appointments will be made after**
African American Holistic Wellness & Resource Hub Transitional Community Advisory Board *Seat: Seat 6*	November 17, 2025

I, Monica Nino, 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 (vacancies) will be posted on November 3, 2025.

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

Attested: November 3, 2025

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

By: _____
Deputy Clerk

cc: Hard Copy to Clerk of the Board Lobby
Hard Copy to Minutes File
Soft Copy .DOCX to M:\5-Notices and Postings
Soft Copy .PDF to S:\Minutes Attachments\Minutes 2020
Soft Copy .PDF to M:\1- Committee Files and Applications

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4546 **Agenda Date:** 11/4/2025 **Agenda #:** C.20.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: APPOINTMENTS TO THE CALIFORNIA STATE ASSOCIATION OF COUNTIES BOARD OF DIRECTORS

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

REAPPOINT Supervisor John Gioia as the Board of Supervisors' representative and Supervisor Diane Burgis as the Board's alternate representative on the California State Association of Counties (CSAC) Board of Directors to new terms beginning on November 30, 2025 and ending on November 29, 2026.

FISCAL IMPACT:

The recommendation results in no fiscal impact to the County. CSAC board members are paid no stipend.

BACKGROUND:

The terms of office for the CSAC Board of Directors seat and its Alternate will expire on November 30, 2025. The primary purpose of CSAC is to represent county government before the California Legislature, administrative agencies and the federal government. CSAC places a strong emphasis on educating the public about the value and need for county programs and services. CSAC's long-term objective is to significantly improve the fiscal health of all California counties so they can adequately meet the demand for vital public programs and services. All 58 California counties are dues-paying members of the association. Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the CSAC Executive Committee to a one-year term of office commencing with the first day of the CSAC annual conference.

This year, that conference will begin on Monday, December 1, 2025. Any member of the Board of Supervisors is eligible for the directorship. CSAC holds two annual meetings for its membership: the Spring Legislative Conference in Sacramento and the Annual Meeting in November. CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. Thus, it is important that the Board of Supervisors send its newly appointed board representative to this first meeting. The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2026 Executive Committee and to conduct other business. Under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

CONSEQUENCE OF NEGATIVE ACTION:

If no appointments are made prior to the 2025 CSAC Conference, Contra Costa County will not have representation on the Board of Directors.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4547 **Agenda Date:** 11/4/2025 **Agenda #:** C.21.

To: Board of Supervisors

From: Kristin Connelly, Clerk-Recorder

Report Title: Increase Payment Limit for Contract with Konnech Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller to remit additional payment to Konnech, Inc., increasing the authorized payment limit by $142,592 to a new payment limit of $250,000 with no change in the term through February 20, 2026, for software licensing, maintenance, and support of the poll worker scheduling and polling place procurement application.

FISCAL IMPACT:
These costs are within the Department's operating budget and will be reimbursed by California Secretary of State, offsetting any General Fund impact.

BACKGROUND:
The Department contracted with Konnech, Inc., on January 12, 2018 to provide licensing, maintenance, and support of the PollChief application. This application is used to contact and schedule upwards of 1,200 volunteer pollworkers every election cycle, as well as assist in contact and procurement of 146 polling places for Election Day, 5 Regional Early Voting Sites, and numerous pollworker training rooms ahead of each election.

The contract amendment provides that Konnech will indemnify the County for any and all claims for any death or injury to persons or property arising from the services provided under the Agreement that are caused by the negligence or willful misconduct of Konnech. However, Konnech will not indemnify the County for the proportion of liability a court determines is attributable to the negligence or willful misconduct of the County.

The Department requires additional funds to be authorized for services rendered by Konnech Inc. over the remainder of this agreement's term.

CONSEQUENCE OF NEGATIVE ACTION:
The Department may incur significant costs in developing and executing contingency processes to perform operations without continuing the services rendered by Konnech Inc.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-383 **Agenda Date:** 11/4/2025 **Agenda #:** C.22.

To: **Board of Supervisors**

From: John Kopchik, Director, Conservation and Development

Report Title: Bond Sale Resolution: Multifamily Housing Revenue Bonds - El Cerrito Plaza - Parcel A South in El Cerrito

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT a resolution authorizing the issuance of a multifamily housing revenue bond in one or more taxable or tax-exempt series ("Bond"), including a tax-exempt series of the Bond designated as "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza - Parcel A South), 2025 Series A" in an amount not to exceed $35,700,000, and a taxable series of the Bond designated as "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza - Parcel A South), 2025 Series B (Federally Taxable)" in an amount not to exceed $10,000,000, to finance the acquisition and construction of a 70-unit multifamily residential rental housing development known as El Cerrito Plaza - Parcel A South located at 515 Richmond Street in El Cerrito, California (the "Development").

FIND and DECLARE that the recitals contained in the proposed resolution are true and correct.

APPROVE the form of, and AUTHORIZE the County to execute, the Trust Indenture between the County (the "Issuer") and U.S. Bank Trust Company, National Association (the "Trustee") and authorizing the Issuer's sale of the Bond to JPMorgan Chase Bank, N.A., as the initial purchaser of the Bond, for the purpose of loaning the proceeds to ECP Parcel A South Housing Partners, L.P., a California limited partnership (the "Borrower").

APPROVE the form of, and AUTHORIZE the County to execute, the Loan Agreement among the County as the Issuer, the Trustee, and the Borrower regarding the County loan of proceeds of the Bond to the Borrower.

APPROVE the form of, and AUTHORIZE the County to execute, the Regulatory Agreement and Declaration of Restrictive Covenants between the County and Borrower.

AUTHORIZE the issuance of the Bond by the County.

APPOINT Stradling Yocca & Rauth, LLP as bond counsel for the transaction.

ACKNOWLEDGE that adoption of this resolution does not relieve or exempt the project sponsor from obtaining required permits or approvals, nor obligate the County to incur any obligation to provide financial assistance with respect to the Bond or the Development.

AUTHORIZE and DIRECT the Designated Officers of the County, as defined in the resolution, to take any and all actions and execute and deliver any and all certifications, agreements, and other documents needed in connection with the Note.

FISCAL IMPACT:

No impact to the General Fund. At the closing for the Bond, the County will be reimbursed for any costs incurred in the issuance process. Annual expenses for monitoring of Regulatory Agreement provisions ensuring units in the Development will be rented to low-income households will be paid using the County's issuer fees established in the documents for the Bond. The Bond will be solely secured by and payable from revenues (e.g. Development rents, reserves, etc.) pledged under the Bond documents. No County funds are pledged to secure the repayment of the Bond.

BACKGROUND:

The County, through the Department of Conservation and Development, operates a multifamily housing revenue bond financing program. The purpose of the program is to increase or preserve the supply of affordable rental housing available to low and very low-income households. The County program may be undertaken within the unincorporated County and within the cities located in the County that have agreed to let the County operate the program in their jurisdiction.

The recommended action is the adoption of the resolution by the Board of Supervisors (the "Board"), as the legislative body of the County, conditionally providing for the issuance of a multifamily housing revenue note or bond, in one or more taxable or tax-exempt series, the proceeds of which will be used to finance the acquisition and construction of a residential housing development known as El Cerrito Plaza - Parcel A South, (the "Development").

The Development will consist of a six-story building which will include 69 one-, two-, and threebedroom low-income and very low-income units affordable to households between 30-60% area median income (AMI), and one manager's unit (70 total units). The Development meets the eligibility criteria for bond financing and complies with the County policy for this program. The Development will be managed by Related Management Company (or its affiliate or related entity). The Development will be constructed on property owned by BART and ground leased to the Borrower (as defined below) for the purpose of enabling the Borrower to construct and operate the Project as a Transit Oriented Development. The ownership and operating entity for the Development will be ECP Parcel A South Housing Partners, L.P. (the "Borrower"), a California limited partnership. The Development will be managed by Related Affordable Management, LLC.

The County's Department of Conservation and Development held a noticed public hearing on April 4, 2025, to permit interested parties to comment on the proposed financing and the Development. No comments were received from the public. The Board adopted Resolution No. 2025-117 on April 15, 2025, to authorize proceeding with the issuance of the tax-exempt Bond for the Development pursuant to Section 147(f) of the Internal Revenue Code. The Board previously adopted Resolution No. 2025-17 on January 21, 2025, as

required for the submittal of an application by the County for tax-exempt private activity bond authority from the California Debt Limit Allocation Committee (CDLAC). On April 8, 2025, CDLAC awarded the County authority to issue the tax-exempt Bond in a maximum principal amount of $35,700,000 through CDLAC's Resolution No. 25-151.

The structure of the financing will be one or more bonds (the term "bond" is interchangeable with "note" as they both evidence a borrowing). The Bond will be purchased by JPMorgan Chase Bank, N.A. and the proceeds of the sale will be loaned by the County to the Borrower to finance the acquisition and construction of the Development. The loan will be assigned to US Bank Trust Company, National Association (the "Trustee"). The transaction is expected to close on or about November 16, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would prevent the County from issuing the Bond in order to provide a loan to ECP Parcel A South Housing Partners, L.P. to finance the acquisition and construction of the Development. Without the loan to ECP Parcel A South Housing Partners, L.P., the Development will be delayed or possibly not be constructed.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF RESOLUTION NO. 2025/_383_____

RESOLUTION AUTHORIZING THE ISSUANCE OF A MULTIFAMILY HOUSING REVENUE BOND IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $45,700,00 TO FINANCE THE ACQUSITION AND CONSTRUCTION OF THE EL CERRITO PLAZA - PARCEL A SOUTH MULTIFAMILY RENTAL HOUSING PROJECT, AND OTHER MATTERS RELATING THERETO

WHEREAS, the County of Contra Costa (the "County") is authorized pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act") to issue bonds and notes for the purpose of financing multifamily rental housing facilities; and

WHEREAS, ECP Parcel A South Housing Partners, L.P., a California limited partnership (the "Borrower") has requested that the County issue a multifamily housing revenue note or bond in one or more taxable or tax-exempt series (the "Bond") and loan the proceeds of the Bond to the Borrower to finance the acquisition and construction by the Borrower of 70 units of residential rental housing located at 515 Richmond Street in the City of El Cerrito, California (the "Development"); and

WHEREAS, on April 4, 2025, the Community Development Bond Program Manager of the County held a public hearing on the proposed issuance of the Bond by the County for, and the financing, ownership and operation of, the Development, as required under the provisions of the Internal Revenue Code (the "Code") applicable to tax-exempt obligations, following published notice of such hearing, and communicated to the Board of Supervisors of the County all written and oral testimony received at the hearing; and

WHEREAS, on April 15, 2025, the Board of Supervisors of the County adopted Resolution No. 2025-117 authorizing the issuance of the Bond to finance the Development in satisfaction of public approval requirements of the Code; and

WHEREAS, the California Debt Limit Allocation Committee adopted its Resolution No. 25-151 on April 8, 2025 allocating $35,700,000 of the State of California ceiling on private activity bonds for 2025 to the County for the purpose of financing the Development; and

WHEREAS, in order to assist in the financing of the Development, the County has determined to issue the Bond in one or more taxable or tax-exempt series, as authorized by the Act, and sell the Bond to JPMorgan Chase Bank, N.A. (the "Bank") pursuant to a Trust Indenture (the "Indenture") between the County and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and to use the proceeds of the sale of the Bond to make a loan to the Borrower pursuant to a loan agreement (the "Loan Agreement") among the Trustee, the County and the Borrower, with amounts due from the County to the Trustee under the Bond and the Indenture to be payable solely from amounts paid by the Borrower under the Loan Agreement; and

WHEREAS, good faith estimates of certain information relating to the Bond is disclosed and set forth in Exhibit A attached to this Resolution as required by California Government Code Section 5852.1; such estimates were provided by the County's municipal advisor, PFM Financial Advisors LLC, based on preliminary pricing information provided by the Borrower; and

WHEREAS, there have been prepared various documents with respect to the issuance by the County of the Bond, copies of which are on file with the Clerk of the Board, and the Board of Supervisors now desires to approve the issuance of the Bond and the execution and delivery of such documents by the County; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Bond as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors of the County of Contra Costa, as follows:

Section 1. The Board of Supervisors hereby finds and declares that the foregoing recitals are true and correct.

Section 2. Pursuant to the Act and the Indenture, the Bond designated as "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza - Parcel A South), 2025 Series A" is hereby authorized to be issued in an aggregate principal amount not to exceed $35,700,000. The Bond shall be executed by the manual or facsimile signature of the Chair of the Board of Supervisors (the "Chair"), in the form set forth in and otherwise in accordance with the Indenture.

Notwithstanding the above, the Bond may be issued in one or more series, including a taxable series of the Bond designated as "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza - Parcel A South), 2025 Series B (Federally Taxable)" (the "Taxable Series"), with the same parameters as set forth above; provided that the tax-exempt series of the Bond shall not exceed $35,700,000 in an aggregate principal amount. The Taxable Series shall be outstanding only during construction of the Project and the aggregate principal amount of the Taxable Series shall not exceed $10,000,000.

Section 3. The Indenture between the County and the Trustee, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Chair of the Board of Supervisors, the Vice-Chair of the Board of Supervisors, the County Administrator, the Director of the Department of Conservation and Development, the Deputy Director of the Department of Conservation and Development and the Community Development Bond Program Manager (collectively, the "Designated Officers") is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Indenture in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Indenture upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof, provided that no additions or changes shall authorize an aggregate principal amount of the Bond in excess of the amount set forth in Section 2 above), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Indenture by the County. The date, maturity date, interest rate or rates, privileges, manner of execution, place of payment, terms of redemption and other terms of the Bond shall be as provided in the Indenture as finally executed.

Section 4. The Loan Agreement among the Trustee, the County and the Borrower, in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized to execute and deliver the Loan Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Loan Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof), the approval of such changes to be conclusively evidenced by the execution and delivery of the Loan Agreement by the County.

Section 5. The regulatory agreement and declaration of restrictive covenants between the County and the Borrower (the "Regulatory Agreement"), in the form on file with the Clerk of the Board, is hereby approved. Any one of the Designated Officers is hereby authorized, for and in the name and on behalf of the County, to execute and deliver the Regulatory Agreement in said form, together with such additions thereto or changes

therein as are recommended or approved by the Designated Officer executing the Regulatory Agreement upon consultation with Bond Counsel to the County (including such additions or changes as are necessary or advisable in accordance with Section 9 hereof), the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Regulatory Agreement by the County.

Section 6. The Bond, when executed, shall be delivered by the Trustee to the Bank (as the initial purchaser of the Bond), in accordance with written instructions executed on behalf of the County by any one of the Designated Officers of the County, which instructions said officers are hereby authorized, for and in the name and behalf of the County, to execute and deliver. Such instructions shall provide for the delivery of the Bond by the Trustee to the Bank upon the funding by the Bank of the purchase price of the Bond as described in the Indenture.

Section 7. With the passage of this Resolution, the County hereby confirms that it has adopted a Debt Management Policy and certifies that such Debt Management Policy complies with Government Code Section 8855(i), and that the County's financing described in this Resolution and its obligations under the Indenture and the Bond as contemplated by this Resolution is in compliance with the Debt Management Policy, and to the extent the sale and issuance of the Bond and the execution and delivery of the Indenture is not in compliance with the County's Debt Management Policy, such noncompliance is waived in accordance with the terms of the County's Debt Management Policy. The County hereby instructs Stradling Yocca Carlson & Rauth LLP, as Bond Counsel, on behalf of the County, with respect to the Bond described in this Resolution, (a) to cause notices of the proposed sale and final sale of the Bond to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to Government Code Section 8855, and (b) to check, on behalf of the County, the "Yes" box relating to such certifications in the notice of proposed sale filed pursuant to Government Code Section 8855 and ratifies such action if taken prior to the date hereof.

Section 8. The law firm of Stradling Yocca Carlson & Rauth LLP is hereby designated as Bond Counsel to the County for the Bond. The fees and expenses of such firm for matters related to the Bond shall be payable solely from the proceeds of the Bond or contributions by the Borrower.

Section 9. All actions heretofore taken by the officers and agents of the County with respect to the issuance of the Bond are hereby approved, confirmed and ratified, and the proper officers of the County, including the Designated Officers, are hereby authorized and directed, for and in the name and on behalf of the County, to do any and all things and take any and all actions and execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bond in accordance with this Resolution, including but not limited to subordination agreements providing for the seniority of the covenants and affordability restrictions in the Regulatory Agreement and any other certificates, agreements and documents described in the Indenture, the Loan Agreement or the Regulatory Agreement, or otherwise necessary to issue the Bond and consummate the transactions contemplated by the documents approved by this Resolution.

Section 10. This Resolution shall take effect upon its adoption.

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

ATTESTED: November 4, 2025

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

By_____Deputy Clerk

EXHIBIT A

PUBLIC DISCLOSURES RELATING TO CONDUIT REVENUE OBLIGATIONS

Pursuant to California Government Code Section 5852.1, the borrower (the "Borrower") identified below has provided the following required information to the County of Contra Costa (the "County") prior to the County's regular meeting (the "Meeting") of its Board of Supervisors (the "Board") at which Meeting the Board will consider the authorization of a conduit revenue Bond as identified below.

1. Name of Borrower: ECP Parcel A South Housing Partners, L.P.

2. Board of Supervisors Meeting Date: November 4, 2025

3. Name of Bond Issue / Conduit Revenue Obligations: County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza - Parcel A South), 2025 Series A and County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza - Parcel A South), 2025 Series B (Federally Taxable)

4. ___ Private Placement Lender or ___ Bond Purchaser, ___ Underwriter or __X_ Financial Advisor (mark one) engaged by the Borrower from which the Borrower obtained the following required good faith estimates relating to the Bond:

a. The true interest cost of the Bond, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of the Bond (to the nearest ten-thousandth of one percent): 6.824%

b. estimated finance charges of the Bond, which means the sum of all fees and charges paid to third parties: $622,120

c. The amount of proceeds received, or deemed received, by the public body for sale of the Bond less the finance charges of such Bond described in subparagraph (B) and any reserves or capitalized interest paid or funded with proceeds of such Bond: $38,766,452

d. The total payment amount, which means the sum of all payments the Borrower will make to pay debt service on the Bond plus the finance charges of the Bond described in subparagraph (B) not paid with the proceeds of such Bond (which total payment amount shall be calculated to the final maturity of such Bond): $47,213,321

COUNTY OF CONTRA COSTA, CALIFORNIA,
as Issuer

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

TRUST INDENTURE

Dated as of November 1, 2025

Relating to

$[35,700,000]	**$_____**
County of Contra Costa, California	**County of Contra Costa, California**
Multifamily Housing Revenue Bonds	**Multifamily Housing Revenue Bonds**
(El Cerrito Plaza – Parcel A South),	**(El Cerrito Plaza – Parcel A South),**
2025 Series A	**2025 Series B (Federally Taxable)**

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions 3
Section 1.02 Construction 14

ARTICLE II
REPRESENTATIONS AND COVENANTS OF THE ISSUER

Section 2.01 Representations by the Issuer 14
Section 2.02 Covenants of the Issuer 15

ARTICLE III
AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Authorization of Bonds 16
Section 3.02 Conditions Precedent to Authentication and Delivery of Bonds 17
Section 3.03 Registered Bonds 18
Section 3.04 Loss, Theft, Destruction or Mutilation of Bonds 18
Section 3.05 Terms of Bonds Generally 18
Section 3.06 Interest on the Bonds 19
Section 3.07 Payment of Principal of and Interest on the Bonds 20
Section 3.08 Execution and Authentication of Bonds 20
Section 3.09 Negotiability, Transfer and Registry of Bonds 21
Section 3.10 Ownership of Bonds 22
Section 3.11 Payments on Bonds Due on Non-Business Days 22
Section 3.12 Registration of Bonds in the Book-Entry Only System 23

ARTICLE IV
REDEMPTION OF BONDS

Section 4.01 Mandatory Redemption 24
Section 4.02 Redemption Price of Bonds Redeemed Pursuant to Mandatory Redemption 25
Section 4.03 Optional Redemption 25
Section 4.04 [Reserved] 25
Section 4.05 Notice of Redemption 26
Section 4.06 Selection of Bonds To Be Redeemed 26
Section 4.07 Partial Redemption of Registered Bonds 26

ARTICLE V
ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS, APPLICATION THEREOF AND SECURITY THEREFOR

Section 5.01 Establishment of Funds and Accounts; Application of Proceeds of the Bonds; and Other Amounts 27
Section 5.02 Project Fund 28
Section 5.03 Use of Moneys Following Completion 28
Section 5.04 Condemnation Awards and Insurance Proceeds 29
Section 5.05 Tax and Insurance Fund; Replacement Reserve; Operating Reserve 29
Section 5.06 Revenue Fund 29

TABLE OF CONTENTS
(continued)

Page

Section 5.07	Rebate Fund	30
Section 5.08	Moneys Held in Trust; Investment of Moneys	32
Section 5.09	Investment Earnings	33
Section 5.10	Covenants Respecting Arbitrage and Rebate	33
Section 5.11	Records	33
Section 5.12	Reports From the Trustee	33

ARTICLE VI
DEFAULT PROVISIONS; REMEDIES

Section 6.01	Events of Default	34
Section 6.02	Remedies	35
Section 6.03	Additional Remedies and Enforcement of Remedies	35
Section 6.04	Application of Revenues and Other Moneys After Default	35
Section 6.05	Remedies Not Exclusive	37
Section 6.06	Remedies Vested in Trustee and Servicer	37
Section 6.07	Individual Bond Owners Action Restricted	37
Section 6.08	Termination of Proceedings	37
Section 6.09	Waiver and Non-Waiver of Event of Default	37
Section 6.10	Servicer Controls Proceedings	38

ARTICLE VII
CONCERNING THE TRUSTEE

Section 7.01	Trustee; Appointment and Acceptance of Duties	38
Section 7.02	Responsibilities of Trustee	38
Section 7.03	Evidence on Which Trustee May Act	40
Section 7.04	Compensation	41
Section 7.05	Certain Permitted Acts	41
Section 7.06	Resignation of Trustee	41
Section 7.07	Removal of Trustee	41
Section 7.08	Appointment of Successor Trustee; Temporary Trustee	41
Section 7.09	Transfer of Rights and Property to Successor Trustee	41
Section 7.10	Merger or Consolidation of Trustee	42
Section 7.11	Servicer	42

ARTICLE VIII
AMENDMENTS AND SUPPLEMENTAL INDENTURES; AMENDMENTS OF ISSUER DOCUMENTS

Section 8.01	Supplemental Indentures Not Requiring Consent of Owners of Bonds	42
Section 8.02	Supplemental Indentures Requiring Consent of Owners of Bonds	43
Section 8.03	Reliance on Opinion of Counsel	43
Section 8.04	Consents Required	44
Section 8.05	Amendments of Loan Documents Not Requiring Consent of Owners of Bonds	44
Section 8.06	Amendments of Loan Documents Requiring Consent of Owners of Bonds	44

TABLE OF CONTENTS
(continued)

Page

ARTICLE IX
DISCHARGE

Section 9.01 Discharge of Indenture 45
Section 9.02 Discharge by Delivery 45
Section 9.03 Discharge by Deposit 45

ARTICLE X
MISCELLANEOUS

Section 10.01 Evidence of Signatures of Bond Owners and Ownership of Bonds 46
Section 10.02 Bonds Not an Obligation of the State or Any Political Subdivision 46
Section 10.03 Preservation and Inspection of Documents 47
Section 10.04 Parties Interested Herein 48
Section 10.05 No Recourse on the Bonds 48
Section 10.06 Severability of Invalid Provisions 48
Section 10.07 Successors 48
Section 10.08 Notices, Demands and Requests 48
Section 10.09 Applicable Law; Venue 48
Section 10.10 Table of Contents and Section Headings Not Controlling 48
Section 10.11 Exclusion of Bonds 49
Section 10.12 Exempt from Individual Liability 49
Section 10.13 Effective Date 49

EXHIBIT A FORM OF BOND A-1
EXHIBIT B FORM OF INVESTOR LETTER B-1
EXHIBIT C FORM OF PROJECT FUND REQUISITION C-1

TRUST INDENTURE

This TRUST INDENTURE dated as of November 1, 2025 (this "Indenture"), is by and between COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, duly organized and validly existing under the laws of the State of California (together with its successors and assigns, the "Issuer") and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America and being duly qualified to accept and administer the trusts created by this Indenture, as trustee (the "Trustee"),

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (collectively, the "Act"), the Issuer is authorized to issue one or more series of its multifamily housing revenue bonds and to loan the proceeds thereof to finance the construction and equipping of residential rental housing facilities to provide housing for persons of low and very low income; and

WHEREAS, ECP Parcel A South Housing Partners, L.P., a California limited partnership (the "Borrower"), has applied to the Issuer for financial assistance for the purpose of providing all or part of the funds with which to pay the cost of the acquisition, construction and equipping of a 70-unit multifamily rental housing project in the City of El Cerrito, County of Contra Costa, California currently known as El Cerrito Plaza – Parcel A South (the "Project"); and

WHEREAS, the provision of the Loan (as hereinafter defined), is authorized by the Act and will accomplish a valid public purpose of the Issuer, and the Issuer has determined that it is in the public interest to issue its Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A, in the aggregate principal amount of $[35,700,000] (the "Tax-Exempt Bonds") and its Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable), in the aggregate principal amount of $_____ (the "Taxable Bonds"; and, together with the Tax-Exempt Bonds, the "Bonds") for the purpose of providing funding necessary for the acquisition, construction and equipping of the Project; and

WHEREAS, pursuant to a Loan Agreement dated as of even date herewith (the "Loan Agreement") among the Issuer, the Trustee and the Borrower, the Issuer has agreed to issue the Bonds and lend the proceeds thereof to the Borrower (the "Loan") and the Borrower has agreed to (i) apply the proceeds of the Loan to pay a portion of the costs of constructing and equipping of the Project, (ii) make payments sufficient to pay the principal of and interest on the Bonds when due (whether at maturity, by redemption, acceleration or otherwise), and (iii) observe the other covenants and agreements and make the other payments set forth therein; and

WHEREAS, the Borrower has delivered to the Trustee, on behalf of the Issuer, two promissory notes dated the date of issuance of the Bonds in an original aggregate principal amount equal to the aggregate original principal amount of the Bonds (as amended, modified or supplemented from time to time, the "Notes") evidencing its obligation to repay the Loan, and the Issuer has made the Loan to the Borrower, subject to the terms and conditions of the Loan Agreement and this Indenture; and

WHEREAS, to secure its obligations under the Loan Agreement and the Notes, the Borrower has executed a Construction and Permanent Leasehold Deed of Trust, Security Agreement, Assignment of Lease and Rents and Fixture Filing (as amended, modified or supplemented from time to time, the "Mortgage"), in favor of the Issuer, and (ii) an Assignment of Construction and Design Agreements (as amended, modified or supplemented from time to time, the "Assignment of Project Documents") and (iii) an Collateral Assignment of Rights to Tax Credits and Partnership Interests (as amended, modified or supplemented from time to time, the "Security Agreement"), and certain other documents evidencing and securing the Loan, each dated as of even date with this Indenture;

NOW, THEREFORE, in consideration of the premises and the mutual promises, representations and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and intending to be legally bound, the parties hereto agree as follows:

GRANTING CLAUSES

The Issuer, in consideration of the premises, the acceptance by the Trustee of the trusts created by this Indenture, the purchase and acceptance of the Bonds by the Owners thereof, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, and in order to secure the payment of the principal of and interest on the Bonds according to their tenor and effect, and to secure the performance and observance by the Issuer of all the covenants, agreements and conditions herein and in the Bonds contained, does transfer, pledge and assign, without recourse, to the Trustee and its successors and assigns in trust forever, and does grant a security interest unto the Trustee and its successors in trust and its assigns, in and to all and singular the property described in paragraphs (a), (b) and (c) below (said property being herein referred to as the "Trust Estate"), to wit:

(a) All right, title and interest of the Issuer in and to the Notes, the Mortgage, and the other Loan Documents (as that term is defined below), and all moneys from time to time paid by the Borrower pursuant to the terms of the Loan Documents and all right, title and interest of the Issuer (including, but not limited to, the right to enforce any of the terms thereof) under and pursuant to and subject to the provisions of the Loan Agreement (but excluding the Reserved Rights as defined in the Loan Agreement); and

(b) All other moneys and securities from time to time held by the Trustee under the terms of this Indenture, excluding amounts required to be rebated to the United States Treasury under Section 148(f) of the Code, whether or not held in the Rebate Fund; and

(c) Any and all property (real, personal or mixed) of every kind and nature from time to time hereafter, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security hereunder to the Trustee, which the Trustee is authorized to receive at any and all times and to hold and apply the same subject to the terms of this Indenture.

TO HAVE AND TO HOLD, all and singular, the Trust Estate with all rights and privileges transferred, pledged, assigned and/or granted or agreed or intended so to be, by this Indenture, to the Trustee and its successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and conditions herein set forth for the equal and proportionate benefit, security and protection of all present and future Owners of the Bonds

Outstanding, without preference, priority or distinction as to participation in the lien, benefit and protection of this Indenture of one Bond over or from the others, except as herein otherwise expressly provided;

PROVIDED, NEVERTHELESS, and these presents are upon the express condition, that if the Issuer or its successors or assigns shall well and truly pay or cause to be paid the principal of such Bonds with interest, according to the provisions set forth in the Bonds, or shall provide for the payment or redemption of such Bonds by depositing or causing to be deposited with the Trustee the entire amount of funds or securities requisite for payment or redemption thereof when and as authorized by the provisions of Article IX (it being understood that any payment with respect to the principal of or interest on Bonds made by the Borrower shall not be deemed payment or provision for the payment of the principal of or interest on Bonds, except Bonds purchased and canceled by the Trustee, all such uncanceled Bonds to remain Outstanding and the principal of and interest thereon payable to the Owners thereof), and shall also pay or cause to be paid all other sums payable hereunder by the Issuer, then these presents and the estate and rights granted by this Indenture shall cease, terminate and become void, and thereupon the Trustee, on payment of its lawful charges and disbursements then unpaid, on demand of the Issuer and upon the payment by the Issuer of the cost and expenses thereof, shall duly execute, acknowledge and deliver to the Issuer such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture of record, and if necessary shall grant, reassign and deliver to the Issuer all and singular the property, rights, privileges and interests by it granted, conveyed and assigned by this Indenture, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided; otherwise this Indenture shall be and remain in full force;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, covenanted and agreed by and between the parties hereto, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and that all the Trust Estate is to be held and applied under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as hereinafter expressed, and the Issuer agrees and covenants with the Trustee, for the benefit of the respective Owners from time to time of the Bonds as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01 Definitions. The following capitalized terms, as used in this Indenture, shall have the meanings specified below unless the context otherwise shall require. All other capitalized terms which are defined in the Loan Agreement and not defined herein shall have the respective meanings ascribed to them in the Loan Agreement.

"Accounts" means the accounts established pursuant to Section 5.01 hereof.

"Accredited Investor" means an "accredited investor" as that term is defined in Rule 501(a)(1), (2), (3), (7) or (8) of Regulation D promulgated under the Securities Act of 1933, as amended.

"Act" has the meaning set forth for that term in the Recitals above.

"Additional Interest" means an amount equal to the excess of (i) the amount of interest an Owner (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) would have received during the period of time commencing on the date that the interest on the Bonds becomes subject to federal income taxation to the earlier of the date of the payment of the Bonds or the date of a Determination of Taxability (excluding from such period any time in which the tax on such interest is uncollectible) at a per annum rate equal to the taxable rate, described in the Notes, over (ii) the aggregate amount of interest received by an Owner for said period.

"Affiliates" or "Affiliate" means, if with respect to an entity, (i) any manager, member, officer or director thereof and any Person who or which is, directly or indirectly, the beneficial owner of more than 10% of any class of shares or other equity security, or (ii) any Person which, directly or indirectly, controls or is controlled by or is under common control with such entity. Control (including the correlative meanings of "controlled by" and "under common control with") means effective power, directly or indirectly, to direct or cause the direction of the management and policies of such Person. With respect to a partnership or venture, "Affiliate" shall include, without limitation, any (i) general partner, (ii) general partner of a general partner, or (iii) partnership with a common general partner, and if any general partner is a corporation, any Person which is an "Affiliate" (as defined above) of such corporation. With respect to a limited liability company, "Affiliate" shall include, without limitation, any member.

"Alternative Rate" means the Default Rate, as defined in the Notes.

"Assignment of Project Documents" has the meaning set forth for that term in the Recitals above.

"Authorized Amount" shall mean, with respect to the Tax-Exempt Bonds, $[35,700,000], the principal amount of the Tax-Exempt Bonds authorized to be issued under this Indenture, and with respect to the Taxable Bonds, $ _____, the principal amount of the Taxable Bonds authorized to be issued under this Indenture. The Bonds will be issued as draw-down Bonds in accordance with Section 3.01.

"Authorized Denomination" means the entire Outstanding principal amount of the Tax-Exempt Bonds and the Taxable Bonds, respectively; provided, that for purposes of redeeming the Bonds (other than as expressly required in this Indenture), the term "Authorized Denomination" means any integral multiple of $1.00. [—DISCUSS—IS THE COUNTY INSISTING ON NO SALES OF LESS THAN THE ENTIRE AMOUNT?] [[**Not necessarily. Transfers in whole only is preferred, but transfers or participation can be permitted in minimum amounts ensuring ≤ 35 owners.**]]

"Authorized Representative" means, (i) with respect to the Issuer, the Chair, Vice Chair, County Administrator, Director of the Department of Conservation and Development, Assistant Deputy Director of the Department of Conservation and Development or Community Development Bond Program Manager, or any person or persons designated to act on behalf of the Issuer by a certificate filed with the Borrower, the Trustee and the Servicer; (ii) with respect to the Borrower, any person or persons designated to act on behalf of the Borrower by a certificate filed with the Issuer, the Trustee and the Servicer and (iii) with respect to the Servicer, any person or persons designated to act on behalf of the Servicer by a certificate filed with the Borrower, the Issuer and the

Trustee. Each such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties and exercise all powers of an Authorized Representative.

"Bank" means JPMorgan Chase Bank, N.A., and its successors and assigns.

"Bond" or "Bonds" has the meaning set forth for that term in the Recitals above.

"Bond Counsel" means (a) Stradling Yocca Carlson & Rauth LLP or (b) any other attorney or firm of attorneys of nationally recognized standing in the field of municipal finance law whose opinions are generally accepted by purchasers of tax-exempt obligations and who is acceptable to the Issuer and the Servicer.

"Bond Payment Date" means each date on which principal or redemption price or interest shall be payable on any of the Bonds according to their respective terms.

"Business Day" means a day of the year which is not a Saturday or Sunday or any other day on which banks located in the city of New York, New York and banks located in the city in which the Principal Office of the Trustee is located are required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Calculation Period" means the period commencing upon the first day of each month and ending on (and including) the last day of such month.

"Closing Date" means the date of issuance of the Bonds.

"Code" means Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Completion" shall mean "Substantial Completion" as such term is defined in the Construction Disbursement Agreement.

"Condemnation Award" means the total condemnation proceeds actually paid by the condemnor as a result of the condemnation of all or any part of the property subject to the Mortgage less the actual costs incurred, including attorneys' fees, in obtaining such award.

"Conditions to Conversion" has the meaning assigned to such term in the Construction Disbursement Agreement.

"Construction Disbursement Agreement" means the Construction and Permanent Loan Agreement of even date with this Indenture between the Borrower and the Bank, as the same may be supplemented, amended or modified.

"Control," "Controlled" and "Controlling" means, with respect to any Person, either (i) ownership directly or indirectly of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

"Conversion Date" has the meaning assigned to such term in the Construction Disbursement Agreement.

"Costs of Issuance" means "issuance costs" with respect to the Bonds within the meaning of Section 147(g) of the Code.

"Costs of Issuance Account" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"Counsel" means an attorney or firm of attorneys acceptable to the Issuer, the Trustee and the Servicer, and may, but need not, be Bond Counsel, counsel to the Issuer, the Servicer or the Borrower.

"Determination of Taxability" means (i) a determination by the Commissioner or any District Director of the Internal Revenue Service, (ii) a private ruling or Technical Advice Memorandum issued by the National Office of the Internal Revenue Service, (iii) a determination by any court of competent jurisdiction, or (iv) receipt by the Trustee, at the request of the Servicer, of an opinion of Bond Counsel to the effect that the interest on the Tax-Exempt Bonds is includable in gross income for federal income tax purposes of the Owners thereof or any former Owner thereof, other than an Owner who is a "substantial user" (within the meaning of Section 147(a) of the Code) of the Project or a "related person" (as defined in Section 147(a) of the Code) to such substantial user; provided that no such Determination of Taxability under clause (i), (ii) or (iii) shall be deemed to have occurred if (a) the Borrower and the Servicer have been afforded the opportunity to contest such determination, and (b) if the Borrower or the Servicer has elected to contest such determination in good faith and is proceeding with all applicable dispatch to prosecute such contest until the earliest of (A) a final determination from which no appeal may be taken with respect to such determination, or (B) abandonment of such appeal by the Borrower or the Servicer.

"Environmental Indemnity" means the Environmental Indemnity Agreement dated as of even date with this Indenture, from the Borrower and the Guarantor for the benefit of the Issuer, the Bank and the Trustee, as the same may be modified, supplemented or amended from time to time.

"Exceptions to Non-Recourse Guaranty" means the Carve-Out Guaranty dated as of even date with this Indenture, from the Guarantor for the benefit of the Issuer, the Bank and the Trustee, as the same may be modified, supplemented or amended from time to time.

"Equity Account" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"Event of Default" means any of those events defined as Events of Default by Section 6.01 of this Indenture.

"Fair Market Value" shall mean 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 Issuer and related parties do not own more than a 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment. To the extent required by the Regulations, the term "investment" will include a hedge.

"Funds" means the funds established pursuant to Section 5.01 hereof.

"Government Obligations" means direct obligations of, or obligations guaranteed by, the United States of America.

"Guarantor" means The Related Companies, L.P., a New York limited partnership.

"Guaranty" means, collectively, the Payment Guaranty and the Exceptions to Non-Recourse Guaranty.

"Indenture" has the meaning set forth for that term in the Recitals above.

"Initial Interest Rate Period" means the period commencing on the Closing Date and ending on (and including) the day before the Conversion Date.

"Initial Notification of Taxability" means the receipt by Trustee or any Owner of a communication from the Internal Revenue Service or any court of competent jurisdiction to the effect that the exclusion of interest on the Bonds from the gross income of the Owners (except for any Owner that is a "substantial user" or a "related person" within the meaning of Section 147(a) of the Code), for federal income tax purposes, will not continue in effect.

"Insurance and Condemnation Proceeds Account" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"Insurance Proceeds" means the total proceeds of insurance actually paid or payable by an insurance company in respect of the required insurance on the Project, less the actual costs incurred, including attorneys' fees, in the collection of such proceeds.

"Interest Payment Date" means the first day of each month commencing with the second month following the month in which the Closing Date occurs.

"Interest Rate" has the meaning ascribed to such term in the Tax-Exempt Note.

"Investment Securities" means any one or more of the following investments, if and to the extent the same are then legal investments under the applicable laws of the State for moneys proposed to be invested therein:

(a) Bonds or other obligations of the State or bonds or other obligations, the principal of and interest on which are guaranteed by the full faith and credit of the State;

(b) Bonds or other obligations of the United States or of subsidiary corporations of the United States Government which are fully guaranteed by such government;

(c) Obligations of agencies of the United States Government issued by the Federal Land Bank, the Federal Home Loan Bank, the Federal Intermediate Credit Bank, and the Central Bank for Cooperatives;

(d) Bonds or other obligations issued by any public housing agency or municipality in the United States, which bonds or obligations are fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency, or municipality in the United States and fully secured as to payment of both principal and interest by a requisition, loan, or payment agreement with the United States government;

(e) Certificates of deposit of national or state banks which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan associations which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depositary, custodian, or trustee for any such bond proceeds. The portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, if any, shall be secured by deposit, with the Federal Reserve Bank of San Francisco, California, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association, of one or more the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or of any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in paragraph (b) hereof, obligations of the agencies of the United States Government included in paragraph (c) hereof, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in paragraph (d) hereof;

(f) Interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956 and whose unsecured or uncollateralized long-term debt obligations of which are rated in the one of the two highest letter rating categories of S&P or Moody's or whose unsecured and uncollateralized short-term debt obligations are rated in one of the two highest letter rating categories of S&P or Moody's at the time of purchase, provided that each such interest-bearing deposit, repurchase agreement, reverse repurchase agreement, guarantee agreement, or other similar banking arrangement shall permit the moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys;

(g) Any and all other obligations of investment grade and having a nationally recognized market, including, but not limited to, rate guarantee agreements, guaranteed investment contracts, or other similar arrangements offered by any firm, agency, business, governmental unit,

bank, insurance company or other entity; provided, that each such obligation shall permit moneys so placed to be available for use at the time provided with respect to the investment or reinvestment of such moneys;

(h) Shares of a money market mutual fund or other collective investment fund registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, having assets of at least $100,000,000 and rated in the one of the two highest letter rating categories of S&P or Moody's; and

(i) Any other investment approved in writing by the Servicer.

"Investor Limited Partner" means [FRE Enterprise Affordable Housing Fund I, LLLP], a [_____ limited liability limited partnership], or its Affiliate(s) that has been admitted as a limited partner in accordance with the Partnership Agreement, together with its successors and assigns.

"Issuer" has the meaning set forth for that term in the Recitals above.

"Issuer Documents" means, collectively, this Indenture, the Loan Agreement, the Regulatory Agreement and the Tax Certificate.

"Legal Requirements" means any legal requirements, including any local, state or federal statute, law, ordinance, code, rule or regulation, now or hereinafter in effect (including environmental laws) or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination, of any Governmental Authority and all legal requirements imposed upon the Land, or upon the owner(s) of the Land from time to time, pursuant to any applicable covenants, conditions, easements, servitudes and restrictions and any applicable ground lease.

"Loan" has the meaning set forth for that term in the Recitals above.

"Loan Accounts" means, collectively, the Tax-Exempt Loan Account and the Taxable Loan Account.

"Loan Agreement" means the Loan Agreement dated as of even date herewith, among the Issuer, the Trustee and the Borrower, as the same may be supplemented, amended or modified.

"Loan Documents" means, collectively, the Loan Agreement, the Notes, the Regulatory Agreement, the Construction Disbursement Agreement, the Mortgage, the Assignment of Project Documents, the Security Agreement, the Environmental Indemnity, the Guaranty, the Tax Certificate, and all other documents or instruments executed by the Borrower which evidence or secure the Borrower's indebtedness under such documents and all other documents and instruments delivered simultaneously herewith or required under the Loan Documents to be delivered during the term of the Loan.

"Majority Owner" means the Person who owns at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds, or, if no single Person owns at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds, the person who is designated in writing to exercise the powers of "Servicer" and "Majority Owner" hereunder by persons who collectively own at least fifty-one percent (51%) in aggregate principal amount of Outstanding Bonds.

"Maturity Date" means November 1, 20__.

"Maximum Rate" means the lesser of (i) twelve percent (12%) per annum or (ii) the maximum interest rate permitted by law.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the consent of the Borrower and the Servicer.

"Mortgage" has the meaning set forth for that term in the Recitals above.

"Notes" means, collectively, the Tax-Exempt Note and the Taxable Note.

"Notice Address" means:

(a) with respect to the Issuer, Contra Costa County Department of Conservation and Development, 30 Muir Road, Martinez, California 94553-4601, Attention: Affordable Housing Program Manager;

(b) with respect to the Borrower, Related Irvine Development Company, LLC, 44 Montgomery Street, Suite 1310, San Francisco, California 94104, Attention: _____;

(c) with respect to the Investor Limited Partner, [FRE Enterprise Affordable Housing Fund I, LLLP], a [_____ limited liability limited partnership], _____, Attention: _____;

(d) with respect to the Trustee, U.S. Bank Trust Company, National Association, One California Street, Suite 1000, Mail Code SF-CA-SFCT, San Francisco, California 94111, Attention: Global Corporate Trust Services;

(e) with respect to the Bank and Majority Owner: JPMorgan Chase Bank, N.A., Community Development Banking, 560 Mission Street, Floor 4, San Francisco, California 94105, Attention: James Vossoughi;

(f) with respect to any future Servicer or Majority Owner, such address as may be shown in the records of the Trustee.

"Outstanding" means, when used with respect to Bonds, as of any date, all Bonds theretofore authenticated and delivered under this Indenture except:

(a) any Bond canceled or delivered to the registrar for cancellation on or before such date;

(b) any Bond specified as not Outstanding in paragraph (b) of Section 4.05 hereof;

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to Article II of this Indenture;

(d) any Bond deemed to have been paid as provided in Article IX of this Indenture;

(e) any Bond owned or held by or for the account of the Issuer or the Borrower, as provided in Section 10.11 of this Indenture, for the purpose of consent or other action or any calculation of outstanding Bonds provided for in this Indenture, and

(f) any undelivered Bond (except for purposes of receiving the purchase price thereof upon surrender in accordance with this Indenture).

"Owner" or "Owners" means the registered owner, or owners, of the Bonds.

"Payment Guaranty" means that certain Guaranty of Payment and Performance executed by the Guarantor and dated of even date with this Indenture.

"Permanent Fixed Rate" has the meaning ascribed to such term in the Tax-Exempt Note.

"Person" means any natural individual, corporation, partnership, trust, unincorporated association, business or other legal entity, and any government or governmental agency or political subdivision thereof.

"Prepayment Equalization Payment" has the meaning ascribed to such term in the Notes.

"Principal Office" means, with respect to any party, the office designated as such in, or as designated by the respective party in writing pursuant to, this Indenture.

"Project" has the meaning set forth for that term in the Recitals above.

"Project Fund" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"Qualified Costs of the Project" means the actual costs incurred to acquire, construct and equip the Project which (i) are incurred not more than sixty (60) days prior to January 21, 2025, being the date on which the Issuer first declared its "official intent" (within the meaning of Treasury Regulations Section 1.150-2) with respect to the Project (other than preliminary expenditures with respect to the Project in an amount not exceeding twenty percent (20%) of the aggregate principal amount of the Bonds), (ii) are (A) chargeable to the Project's capital account or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs, within the meaning of Treasury Regulation Section 1.103-8(a)(1), and if charged or chargeable to the Project's capital account are or would have been deducted only through an allowance for depreciation or (B) made for the acquisition of land, to the extent allowed in Section 147(c) of the Code and (iii) are made exclusively with respect to a "qualified residential rental project" within the meaning of Section 142(d) of the Code; provided, however, that (A) Costs of Issuance shall not be deemed to be Qualified Costs of the Project; (B) fees, charges or profits payable to the Borrower or a "related person" (within the meaning of Section 147 of the Code) shall not be deemed to be Qualified Costs of the Project; (C) interest during the construction of the Project shall be allocated between Qualified Costs of the Project and other costs and expenses of the Project; (D) interest following the construction of the Project shall not constitute Qualified Costs of the Project; (E) letter of credit fees and municipal bond insurance premiums which represent a transfer of credit risk shall be allocated between Qualified Costs of the Project and other costs and expenses to

be paid from the proceeds of the Bonds; and (F) letter of credit fees and municipal bond insurance premiums which do not represent a transfer of credit risk (including, without limitation, letter of credit fees payable to a "related person" to the Borrower) shall not constitute Qualified Costs of the Project. As used herein, the term "preliminary expenditures" includes architectural, engineering, surveying, soil testing and similar costs that were incurred prior to commencement of construction of the Project, but does not include land acquisition, site preparation or similar costs incident to commencement of construction of the Project.

"Qualified Institutional Buyer" shall have the same meaning ascribed thereto in Rule 144A promulgated under the Securities Exchange Act of 1933, as amended.

"Rebate Analyst" means any Person, chosen by the Borrower and acceptable to the Issuer, and at the expense of the Borrower, qualified and experienced in the calculation of rebate payments under Section 148 of the Code and compliance with the arbitrage rebate regulations promulgated under the Code, which is engaged for the purpose of determining the amount of required deposits to the Rebate Fund, if any, pursuant to the Tax Certificate.

"Rebate Fund" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"Record Date" means, with respect to each Bond Payment Date, the close of business on the day preceding such Bond Payment Date, whether or not such day is a Business Day.

"Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of even date herewith, by and between the Issuer and the Borrower, as the same may be amended, modified or supplemented from time to time.

"Requisition" means a requisition in the form of Exhibit C, together with all invoices, bills of sale, schedules and other submissions required for the making of an advance from the Loan Account or the Equity Account of the Project Fund.

"Resolution" means the resolution of the Issuer adopted on _____, 2025 authorizing, among other things, the execution and delivery by the Issuer of the Issuer Documents and the Bonds and the performance of its obligations thereunder.

"Retainage" has the meaning ascribed to such term in the Construction Disbursement Agreement.

"Revenue Fund" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"S&P" means Standard & Poor's, a division of The McGraw-Hill Companies, Inc., its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer, with the consent of the Borrower and the Servicer.

"Secured Property" has the meaning ascribed to such term in the Mortgage.

"Security Agreement" has the meaning set forth for that term in the Recitals above.

"Servicer" means the servicer of the Loan, if any, appointed pursuant to Section 7.11 hereof. The initial Servicer shall be the Bank.

"Servicing Agreement" means any servicing agreement entered into among the Majority Owner, the Trustee and the Servicer, as the same may be amended, modified or supplemented from time to time.

"State" means the State of California.

"Supplemental Indenture" means any indenture hereafter duly authorized and entered into between the Issuer and the Trustee in accordance with Article VIII hereof, amending, modifying or supplementing this Indenture.

"Tax and Insurance Fund" means the fund of that name established pursuant to Section 5.01 of this Indenture.

"Tax Certificate" means, collectively, (i) the Tax Certificate executed by the Issuer on the Closing Date, (ii) the Borrower's Use of Proceeds Certificate executed by the Borrower on the Closing Date, and (iii) the Post-Issuance Compliance Certificate executed by the Issuer and the Borrower on the Closing Date.

"Taxable Bonds" means the County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable).

"Taxable Loan Account" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"Taxable Note" means the Promissory Note dated the Closing Date, in the principal amount of $_____, from the Borrower, including all riders and addenda thereto, evidencing the Borrower's obligation to repay the portion of the Loan corresponding to the Taxable Bonds, which Taxable Note will be delivered to the Issuer and assigned by the Issuer to the Trustee as security for the Taxable Bonds, in substantially the form attached to the Loan Agreement as Exhibit B.

"Tax-Exempt Bonds" means the County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A.

"Tax-Exempt Loan Account" means the account of that name established within the Project Fund pursuant to Section 5.01 of this Indenture.

"Tax-Exempt Note" means the Promissory Note dated the Closing Date, in the principal amount of $[35,700,000], from the Borrower, including all riders and addenda thereto, evidencing the Borrower's obligation to repay the portion of the Loan corresponding to the Tax-Exempt Bonds, which Tax-Exempt Note will be delivered to the Issuer and assigned by the Issuer to the Trustee as security for the Tax-Exempt Bonds, in substantially the form attached to the Loan Agreement as Exhibit B.

"Trust Estate" means the trust estate pledged by the Issuer and described in the Granting Clauses of this Indenture.

"Trustee" has the meaning set forth for that term in the Recitals above, and includes any successor trustee appointed pursuant to Section 7.08.

"Trustee Fee" means the annual fee of the Trustee in the amount of $_____, the first such payment due on the Closing Date. Thereafter, the Trustee's Fee is payable annually in arrears on each November 1, commencing November 1, 20__, so long as any of the Bonds are Outstanding.

"Trustee Expenses" means the fees and expenses of the Trustee set forth in Section 7.04 of this Indenture.

Section 1.02 Construction. In this Indenture, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Indenture.

(i) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms refer to this Indenture, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Indenture.

(ii) Words of the masculine gender shall mean and include correlative words of the female and neuter genders, and words importing the singular number shall mean and include the plural number and vice versa.

(iii) Words importing the redemption of a Bond or the calling of a Bond for redemption do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond.

(iv) References in this Indenture to particular sections of the Code, the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignation for codification purposes.

(v) The terms "receipt," "received," "recovery," "recovered" and any similar terms, when used in this Indenture with respect to moneys or payments due the Issuer, shall be deemed to refer to the passage of physical possession and control of such moneys and payments to the Issuer, the Owners of the Bonds or the Trustee on its behalf.

ARTICLE II

REPRESENTATIONS AND COVENANTS OF THE ISSUER

Section 2.01 Representations by the Issuer. The Issuer represents and warrants to the Trustee and the Owners of the Bonds that:

(a) The Issuer is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California.

(b) The Issuer has power and lawful authority to adopt the Resolution, to execute and deliver the Issuer Documents; to issue the Bonds and receive the proceeds of the Bonds; to apply or cause to be applied the proceeds of the Bonds to make the Loan; to assign the revenues derived

and to be derived by the Issuer from the Loan to the Trustee; and to perform and observe the provisions of the Issuer Documents and the Bonds on its part to be performed and observed.

(c) The Issuer has duly authorized the execution and delivery of the Issuer Documents and the issuance, execution, sale and delivery of the Bonds, and the performance of the obligations of the Issuer thereunder.

(d) To the best knowledge of the Issuer, there is no litigation pending or, to the knowledge of the Issuer, threatened, in any court, either state or federal, calling into question (i) the creation, organization or existence of the Issuer, (ii) the validity of the Issuer Documents or the Bonds, (iii) the authority of the Issuer to adopt, make or perform, as the case may be, the Issuer Documents or to issue, execute and deliver the Bonds or (iv) the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(e) All actions on the part of the Issuer necessary for the execution and delivery of the Issuer Documents, the issuance, execution, sale and delivery of the Bonds and the performance by the Issuer of its obligations thereunder have been duly and effectively taken. To the best knowledge of the Issuer, no consent, authorization or approval of, or filing or registration with, any governmental or regulatory body is required on the part of the Issuer for the execution and delivery of the Issuer Documents, the issuance, execution, sale and delivery of the Bonds, or the performance by the Issuer of its obligations under the Issuer Documents or the Bonds, except the aforesaid action on the part of the Issuer which has been duly and effectively taken.

(f) The Issuer makes no representation or warranty, express or implied, that the proceeds of the Bonds will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

(g) The Issuer has used no broker in connection with the execution of and the transactions contemplated by this Indenture.

Section 2.02 Covenants of the Issuer. The Issuer agrees with the Owners from time to time of the Bonds that, so long as the Bonds remain unpaid:

(a) The Issuer will pay or cause to be paid the principal of and the interest on the Bonds as the same become due, but solely to the extent provided in Section 10.02 hereof.

(b) The Issuer will do, execute, acknowledge, when appropriate, and deliver from time to time at the request of the Owners of the Bonds or the Trustee, and at the expense of the Borrower, such further acts, instruments, financing statements and other documents as are necessary or desirable to better assure, transfer, pledge or assign to the Trustee, and grant a security interest unto the Trustee in and to the Trust Estate and the other properties and revenues herein described and otherwise to carry out the intent and purpose of the Issuer Documents and the Bonds.

(c) The Issuer will not use or knowingly permit the use of any proceeds of the Bonds or other funds of the Issuer, directly or indirectly, in any manner, and will not take or knowingly permit to be taken any other action or actions, which would result in any of the Bonds being treated as an obligation not described in Section 142(a)(7) of the Code by reason of such Bond not meeting the requirements of Section 142(d) of the Code.

(d) The Issuer will at all times do and perform all acts and things permitted by law and this Indenture which are necessary or desirable in order to assure, and will not knowingly take any action which will adversely affect, the excludability of interest on the Bonds from gross income for federal income tax purposes (other than Bonds held by a "substantial user" of the Project or a "related person" to a "substantial user," each as defined in Section 147(a) of the Code).

In making the covenants set forth in Section 2.02(c) and (d) above, the Issuer is relying exclusively on the covenants and representations of the Borrower in the Loan Agreement and the Tax Certificate, and any default by the Borrower thereunder shall not constitute a default by the Issuer hereunder with respect to the covenants in Section 2.02 (c) and (d) above.

ARTICLE III

AUTHORIZATION AND ISSUANCE OF BONDS

Section 3.01 Authorization of Bonds.

(a) There is authorized, established and created by this Indenture an issue of Bonds of the Issuer to be known and designated as the "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A" in the original aggregate principal amount of $[35,700,000] and the "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable)" in the original aggregate principal amount of $_____. No additional bonds shall be authorized or issued under this Indenture. The Bonds shall be issued for the purpose of making the Loan by depositing such amounts in the various accounts of the Project Fund established hereunder.

(b) The Bonds are authorized to be issued as drawdown Bonds. The Owners of the Bonds shall fund the purchase price of the Bonds in installments. The initial installment for the purchase of the Bonds shall be funded from the purchase price of the Bonds in the amount of $_____, representing $_____ aggregate principal amount of Tax-Exempt Bonds and $_____ aggregate principal amount of the Taxable Bonds, to be advanced by the Owners of such Bonds and received by the Trustee on the Closing Date, which purchase price shall be deposited in the Project Fund for application as provided in Section 5.02 hereof. At the option of the Servicer, the initial drawdown of the Bonds may be accomplished by funding the escrow account engaged to close the Loan, with notice to Trustee. Provided that the conditions to advance contained in the Construction Disbursement Agreement are either satisfied or waived by the Servicer, the balance of the purchase price of the Bonds shall be advanced in subsequent installments by the Owners (if more than one Owner, pro rata based on the respective maximum face principal amounts of such Bonds) less applicable Retainage, such draws to come first from the Tax-Exempt Bonds until the entire Authorized Amount of Tax-Exempt Bonds is drawn and then from the Taxable Bonds [—DISCUSS WHETHER THERE WILL BE AN INTEREST RATE CAP AT CLOSING THAT MAY HAVE TO COME FROM TAXABLE BONDS]. The purchase price of the Bonds so advanced shall be allocated to the payment, or reimbursement for the payment, of Qualified Costs of the Project. Upon receipt of a Funding Notice described below, the Trustee shall provide the Owners with written directions to fund a portion of the purchase price of the Bonds not less than ten (10) Business Days prior to the date when such funds are required from the Owners, which such notice shall state whether the purchase price relates to the Tax-Exempt Bonds or the Taxable Bonds and shall describe the amount of the purchase price to be funded and the purposes to which the proceeds of the Bonds so purchased will be applied. Upon the payment of any portion of the purchase price of the Bonds by

the Owners in accordance with the terms of this Section 3.01(b), such payment shall be deposited by the Trustee in the Project Fund as designated in the corresponding funding notice received by the Trustee from the Servicer (each, a "Funding Notice") and thereafter immediately applied in accordance with the corresponding Requisition pursuant to Section 5.02 hereof. The Trustee shall maintain in its books a log (which may be maintained through the bond record-keeping system utilized by the Trustee) which shall reflect from time to time the payment of the purchase price of Bonds by the Owners in accordance with the provisions of this Section 3.01(b). If presented to the Trustee by any Owner, amounts funded by the Owners in accordance with the provisions of this Section 3.01(b) shall be noted on Schedule A attached to the applicable Bond so presented to the Trustee. Notwithstanding any provision in Section 3.06 hereof to the contrary, the Bonds shall bear interest as provided in Section 3.06 hereof upon the deposit with Trustee by the Owners of the amount of purchase price of the Bonds so paid in accordance with the provisions of this Section 3.01(b).

Anything herein to the contrary notwithstanding, to the extent that all the full Authorized Amount of the Bonds have not been purchased by [November 1, 2028], the remaining authorized principal amount of the Bonds shall be purchased by the Owners prior to [November 1, 2028] by advancing the purchase price for the remaining principal amount of the Bonds to the Trustee for deposit in the Project Fund, unless the Borrower delivers to the Trustee and the Issuer an opinion of Bond Counsel to the effect that a failure to purchase the remaining principal amount of Tax-Exempt Bonds prior to [November 1, 2028] will not, in and of itself, adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes.

Section 3.02 Conditions Precedent to Authentication and Delivery of Bonds. Prior to the initial authentication and delivery of the Bonds, the Trustee shall have received each of the following:

(a) the original executed Notes, and executed original counterparts of this Indenture, the other Issuer Documents and the Loan Documents;

(b) confirmation from the Servicer or its counsel that the conditions to the initial purchase of Bonds contained in the Construction Disbursement Agreement have been satisfied or waived by Servicer;

(c) a certified copy of the Resolution;

(d) evidence of the payment of the initial installment of the purchase price of the Bonds and deposit of the Borrower funds required pursuant to Section 5.01(c) of this Indenture;

(e) an opinion of Bond Counsel substantially to the effect that the Bonds constitute legal, valid and binding obligations of the Issuer and that under existing statutes, regulations, rulings and court decisions, the interest on the Tax-Exempt Bonds is not includable in gross income of the Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for federal income tax purposes;

(f) an opinion of Counsel to the Borrower addressed to the Issuer and the Trustee, in form and substance satisfactory to the Issuer; and

(g) an original investor letter executed by the initial purchaser(s) of the Bonds, in substantially the form set forth in Exhibit B hereto.

Section 3.03 Registered Bonds. The Bonds shall be in fully registered form and shall be payable in accordance with the provisions hereof and of the Bonds to the Owner thereof as shown on the records maintained by the Trustee. The Bonds shall be initially issued as a certificated instrument and shall not be held in book-entry form.

Section 3.04 Loss, Theft, Destruction or Mutilation of Bonds. In the event a Bond is mutilated, lost, stolen or destroyed, the Issuer may execute and the Trustee may authenticate and deliver a new Bond bearing a notation indicating the principal amount outstanding, in exchange for the mutilated Bond, or in substitution for a Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and the Trustee (i) such security or indemnity as may be required by them to save them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of a Bond and of the ownership thereof. Upon the issuance of a Bond upon such exchange or substitution, the Trustee may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer and the Trustee. In case a Bond shall become mutilated or be destroyed, lost or stolen, the Trustee may, instead of authenticating a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and the Trustee such security or indemnity as they may require to save them harmless and evidence satisfactory to them of the mutilation, destruction, loss or theft of the Bond and of the ownership thereof.

Section 3.05 Terms of Bonds Generally.

(a) Registration; Denomination. The Bonds shall be issued only as a single fully registered bond, without coupons in the principal amount equal to the aggregate of the purchase price of the Bond advanced from time to time by the Owners. Thereafter, the Bonds shall be issuable in any Authorized Denomination required to effect transfers, exchanges or redemptions permitted or required by this Indenture. The Bonds shall be substantially in the form of Exhibit A hereto, with such amendments and changes as the officer executing the same shall deem appropriate.

(b) Date and Maturity. All Bonds shall be dated the Closing Date. The Bonds shall bear interest until paid in full, payable for the periods, in the amounts, at the rates, and as provided in Section 3.06 hereof. The Bonds shall mature on the Maturity Date, unless sooner redeemed or accelerated.

(c) Payment. The principal of and interest on the Bonds shall be payable in lawful money of the United States of America by check or draft of the Trustee. Payments of interest and of principal upon redemption pursuant to Section 4.01(f) hereof shall be mailed by first-class mail to the Owners of the Bonds at their addresses appearing on the records of the Trustee; provided, however, that the payment to the Servicer shall, upon written request of the Servicer, be transmitted by the Trustee by wire transfer or other means requested in writing by the Servicer. Payment of the principal (other than upon redemption pursuant to Section 4.01(f) hereof) of a Bond shall only be made upon surrender of the Bond at the Principal Office of the Trustee. Notwithstanding anything in this Indenture to the contrary, all payments of principal and interest with respect to Bonds owned by the Majority Owner shall, at the written request of the Majority Owner, be made by wire transfer to

the Majority Owner without the requirement of surrender of such Bonds under any circumstances, except upon the final maturity or payment or redemption in full of the Bonds.

(d) Notice of Payment of Principal. Within five Business Days of each payment by the Trustee of principal on the Bonds the Trustee will notify the Issuer via mutually acceptable electronic means, with receipt confirmed by the Trustee of the aggregate principal amount of Bonds that remain Outstanding or that no Bonds remain Outstanding.

Section 3.06 Interest on the Bonds.

(a) General. The cumulative principal amount of the Bonds for which installment purchase payments have been received by the Trustee shall bear interest at the applicable rate provided below. On each Interest Payment Date, interest accrued for the previous Calculation Period shall be payable. Prior to the Conversion Date, interest on the Bonds shall be computed on the basis of a 360 day year for the actual number of days elapsed and on and after the Conversion Date, interest on the Bonds shall be computed on the basis of a 360 day year of 12 equal months of 30 days each.

(b) Interest Rate. During the Initial Interest Rate Period, except as provided in subsections (d) or (e) of this Section, the Outstanding Bonds shall bear interest at the Interest Rate.

(c) Permanent Fixed Rate. From and after the Conversion Date, except as provided in subsections (d) or (e) of this Section, the Outstanding Bonds shall bear interest at the Permanent Fixed Rate. Not less than thirty (30) days prior to the Conversion Date, the Trustee shall provide notice by first-class mail, postage prepaid, to all Owners (with a copy to the Issuer and the Borrower) at their addresses shown on the bond register providing that the interest rate on Bonds remaining Outstanding after the Conversion Date will be converted to the Permanent Fixed Rate effective on the Conversion Date. Failure to mail any such notice or any defect in the mailing thereof in respect of any Bond shall not affect the validity of the conversion of the interest rate with respect to any Bond.

(d) Alternative Rate. Following the occurrence of an Event of Default under the Loan Agreement or an Event of Default under this Indenture, the Bonds shall bear interest at the Alternative Rate.

(e) Taxable Rate. If an Initial Notification of Taxability shall occur, the Tax-Exempt Bonds shall bear interest from the date of such Initial Notification of Taxability at the taxable rate, described in the Notes. If such Initial Notification of Taxability is reversed by the Internal Revenue Service or a court of competent jurisdiction and a Determination of Taxability has not occurred, then the Tax-Exempt Bonds shall bear interest from the date of such reversal at the rate applicable to the Tax-Exempt Bonds prior to the Initial Notification of Taxability and the Owners shall refund to the Borrower on or prior to the next succeeding Bond Payment Date, the excess interest previously paid. This provision shall survive the discharge of this Indenture.

(f) Additional Interest. The Owners of the Bonds shall also be entitled to Additional Interest, which amount, if any, shall be deposited in the Revenue Fund pursuant to the provisions of Section 3.2(b) of the Loan Agreement.

(g) Usury. Notwithstanding any provision of this Indenture to the contrary, in no event shall the interest contracted for, charged or received in connection with the Bonds (including any other costs or considerations that constitute interest under the laws of the State which are contracted for, charged or received pursuant to this Indenture) exceed the maximum rate of nonusurious interest allowed under the laws of the State as presently in effect and to the extent of any increase allowable by such laws. To the extent permitted by law, interest contracted for, charged or received on the Bonds shall be allocated over the entire term of the Bonds, to the end that interest paid on the Bonds does not exceed the maximum amount permitted to be paid thereon by law. Excess interest, if any, provided for in this Indenture, or otherwise, shall be canceled automatically as of the date of such acceleration or, if theretofore paid, shall be credited as principal paid on the Bonds.

Section 3.07 Payment of Principal of and Interest on the Bonds. Principal of and interest on the Bonds shall be payable in the following manner: (i) commencing the first day of the second month after the month in which the Closing Date occurs and continuing on each Interest Payment Date thereafter until the Conversion Date, interest on the Outstanding principal balance of the Bonds (which amount shall reflect so much of the purchase price as shall have been paid pursuant to Section 3.01(b)) at the applicable interest rate for the Bonds shall be due and payable in arrears; (ii) on the Conversion Date, a single payment of interest due in advance for the period beginning on the Conversion Date to the first day of the month following the Conversion Date at the Permanent Fixed Rate shall be due and payable; (iii) commencing on the first day of the month following the first full month after the Conversion Date and continuing on each Interest Payment Date thereafter until the Maturity Date, payments of principal and interest in arrears on the Bonds shall be due and payable in accordance with the terms of the Note; and (iv) the entire unpaid principal balance of the Bonds, the Prepayment Equalization Payment (if any) and all accrued and unpaid interest (including any Additional Interest) shall be due and payable in full on the Maturity Date, if not paid earlier. To the extent more than one Bond is issued and Outstanding at any one time under the terms of this Indenture, payments of principal, interest and premium (if any) on the Bonds shall be made in a pro rata manner based on the Outstanding principal amount of the Bonds.

Section 3.08 Execution and Authentication of Bonds.

(a) The Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chair of the Board of Supervisors of the Issuer.

(b) In case any officer of the Issuer whose signature or facsimile signature shall appear on any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices or be so employed. Any Bond may be signed and sealed on behalf of the Issuer by such persons as, at the actual time of the execution of such Bond, shall be duly authorized or hold the proper office in or employment by the Issuer, although at the date of delivery of the Bonds such persons may not have been so authorized nor have held such office or employment.

(c) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit under this Indenture unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in such Bond duly executed by the Trustee, by the manual signature of an authorized signatory thereof, and such certificate of the Trustee upon any Bond executed on behalf of the Issuer shall be conclusive evidence that the Bond so authenticated has been

duly issued under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 3.09 Negotiability, Transfer and Registry of Bonds.

(a) All the Bonds issued under this Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. So long as this Indenture remains in force, the Trustee, as registrar, shall maintain and keep books for the recordation of the taxpayer identification number of each of the Owners of the Bonds and the registration, transfer and exchange of Bonds. Each Bond shall be transferable only upon the books of registration. The Trustee is appointed registrar, to act as agent of the Issuer for the registration and transfer of Bonds and the maintenance of the books of registration. The Issuer may appoint a successor registrar upon notice by mail to the Trustee and the Owners of the Bonds.

(b) Upon a partial redemption of the Bonds, the Trustee shall note in the Trustee's records the partial redemption and the outstanding amount of the Bonds shall be conclusively presumed to be in accordance with the Trustee's records. If a Bond shall be transferred in part, such Bond shall be delivered to the registrar, and the Trustee shall, on behalf of the Issuer, deliver two Bonds in replacement therefor, having the same maturity and interest provisions and in the same aggregate principal amount as the Bond so delivered.

(c) Upon surrender of the Bonds at the Principal Office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the Owner or his attorney duly authorized in writing, such Bonds may, at the option of the Owner thereof, be exchanged for an equal aggregate principal amount of Bonds in Authorized Denominations.

(d) The Borrower shall bear all costs in connection with any transfer or exchange of Bonds, including the reasonable fees and expenses of the Issuer, Bond Counsel and the Trustee and of any required indemnity for the Issuer and the Trustee; provided that the costs of any tax or other governmental charge imposed upon such transfer or exchange shall be borne by the Owner of the Bond.

(e) Bonds shall be transferred upon presentation and surrender thereof at the Principal Office of the Trustee by the Owner thereof or his attorney duly authorized in writing with due endorsement for transfer or accompanied by a written instrument of transfer in form satisfactory to the Trustee. All Bonds surrendered in any exchanges or transfers shall forthwith be canceled. For every such exchange or transfer of Bonds, there shall be made a charge sufficient to pay any tax or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Owner requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Trustee shall not be obligated to (i) authenticate, exchange or transfer any Bond during a period beginning at the opening of business on any Record Date and ending at the close of business on the next succeeding Interest Payment Date, (ii) authenticate, exchange or transfer any Bond during a period beginning at the opening of business 15 days next preceding any selection of Bonds to be redeemed and ending at the close of business on the date of the first giving of notice of such redemption, or (iii) transfer or exchange any Bonds called or being called for redemption in whole or in part.

(f) The Bonds may be transferred in whole by their Owner only as follows:

(i) to the Borrower, any subsidiary of the initial Owner, any Affiliate of the Owner, any entity arising out of any merger or consolidation of the Owner, or a trustee in bankruptcy of the Owner;

(ii) to any Accredited Investor, or any entity in which all of the equity owners are Accredited Investors, or any Qualified Institutional Buyer; or

(iii) to any bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any Accredited Investor or Qualified Institutional Buyer or on its own behalf).

Any transfer of Bonds described in clauses (ii), (iii) or (iv) of this Section 3.09(f) shall be conditioned upon delivery by the proposed transferee to the Trustee of an investor letter in substantially the form set forth in Exhibit B hereto. Except for such transfers as are permitted under Section 3.09(g) below, prior to the Conversion Date there shall be not more than one (1) Owner of the Bonds at any one time without the prior written consent of the Issuer.

(g) In addition to any transfer permitted by Section 3.09(f), the Bonds may be transferred, in whole or in part to one or more Owners upon receipt by the Issuer, each Owner making such transfer, and the Trustee of (i) any disclosure document which is prepared in connection with such transfer, (ii) evidence that the Bonds are rated "A" or better by one of S&P or Moody's, and (iii) an opinion of Bond Counsel to the effect that (A) the exemption of the Tax-Exempt Bonds or any securities evidenced thereby from the registration requirements of the Securities Act of 1933, as amended, and the exemption of this Indenture from qualification under the Trust Indenture Act of 1939, as amended, will not be impaired as a result of such transfer, and (B) such transfer will not adversely affect the exclusion of interest accrued on the Tax-Exempt Bonds from gross income of the Owners thereof (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for federal income tax purposes.

Section 3.10 Ownership of Bonds. The Issuer, the Trustee and any other Person may treat the registered owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or redemption price of and interest on such Bond and for all other purposes whatsoever, and payment of the principal or redemption price, if any, of and interest on any such Bond shall be made only to, or upon the order of, such registered owner. All such payments to such registered owner shall be valid and effectual to satisfy and discharge the liability of the Issuer upon such Bond to the extent of the sum or sums so paid, and neither the Issuer nor any Trustee shall be affected by any notice to the contrary.

Section 3.11 Payments on Bonds Due on Non-Business Days. In any case where any Bond Payment Date shall be a day other than a Business Day, then payment of the Bonds need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the Bond Payment Date, and no interest shall accrue for the period from and after such date.

Section 3.12 Registration of Bonds in the Book-Entry Only System.

(a) Notwithstanding any provision herein to the contrary, the provisions of this Section 3.12 and the Representation Letter (as defined below) (i) shall not apply unless the Bonds are rated "A" or better by one of S&P or Moody's, and (ii) shall apply with respect to any Bond registered to Cede & Co. or any other nominee of The Depository Trust Company ("DTC") while the Book-Entry Only System (meaning the system of registration described in paragraph (b) of this Section 3.12) is in effect. The Book-Entry Only System shall become effective thirty (30) days after the Owners of all the Bonds provide notice in writing to the Trustee, the Borrower, and the Issuer that they are requesting that the Bonds be held in a Book-Entry Only System, subject to the provisions below concerning termination of the Book-Entry Only System. Until all of the Owners of the Bonds provide such notice, the Book-Entry Only System shall not be in effect. In addition, the Bonds shall not be held in a Book-Entry Only System unless the Issuer and the Trustee shall have received written evidence that the Bonds are rated "A" or better by one of S&P or Moody's.

(b) Upon the effectiveness of the Book-Entry Only System, the Issuer shall execute and deliver, and the Trustee shall transfer and exchange Bond certificates for a separate single authenticated fully registered Bond for each stated maturity in substantially the form provided for in Exhibit A hereto. Any legend required to be on the Bonds by DTC may be added by the Trustee. On the date of delivery thereof, the Bonds shall be registered in the registry books of the Trustee in the name of Cede & Co., as nominee of DTC as agent for the Issuer in maintaining the Book-Entry Only System. With respect to Bonds registered in the registry books kept by the Trustee in the name of Cede & Co., as nominee of DTC, the Issuer, the Borrower, and the Trustee shall have no responsibility or obligation to any Participant (which means securities brokers and dealers, banks, trust companies, clearing corporations and various other entities, some of whom or their representatives own DTC) or to any Beneficial Owner (which means, when used with reference to the Book-Entry Only System, the Person who is considered the Beneficial Owner of the Bonds pursuant to the arrangements for book entry determination of ownership applicable to DTC) with respect to the following: (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to or from any Participant, any Beneficial Owner (as defined pursuant to the Book-Entry Only System or any other Person, other than DTC, of any notice with respect to the Bonds, including any notice of redemption or tender (whether mandatory or optional), or (iii) the payment to any Participant, any Beneficial Owner or any other Person, other than DTC, of any amount with respect to the principal or premium, if any, or interest on the Bonds. The Trustee shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of DTC or its nominee, and all such payments shall be valid and effective fully to satisfy and discharge the Issuer's obligations with respect to the principal of any premium, if any, and interest on Bonds to the extent of the sum or sums so paid. No Person other than DTC or its nominee shall be entitled to receive an authenticated Bond evidencing the obligation of the Issuer to make payments of principal and premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

(c) Upon receipt by the Trustee of written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities, the Issuer shall issue and the Trustee shall transfer and exchange Bonds as requested by DTC in appropriate amounts and in Authorized Denominations, and whenever DTC requests the Issuer and the Trustee to do so, the Trustee and the Issuer will, at the expense of the Borrower, cooperate with DTC in taking appropriate action after

reasonable notice (i) to arrange for a substitute bond depository willing and able upon reasonable and customary terms to maintain custody of the Bonds or (ii) to make available for transfer and exchange Bonds registered in whatever name or names and in whatever authorized denominations as DTC shall designate.

(d) In the event the Beneficial Owners subsequently determine that the Beneficial Owners should be able to obtain Bond certificates, the Beneficial Owners may so notify DTC and the Trustee, whereupon DTC will notify the Participants of the availability through DTC of Bond certificates. In such event, the Issuer shall issue and the Trustee shall, at the expense of the Beneficial Owners, transfer and exchange Bond certificates as requested by DTC in appropriate amounts and in Authorized Denominations. Whenever DTC requests the Trustee to do so, the Trustee will, at the expense of the Beneficial Owners, cooperate with DTC in taking appropriate action after reasonable notice to make available for transfer and exchange Bonds registered in whatever name or names and in whatever Authorized Denominations as DTC shall designate.

(e) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to DTC as provided in the Letter of Representation to be delivered by the Borrower and the Trustee to DTC (the "Representation Letter").

(f) Notwithstanding any provision herein to the contrary, so long as the Bonds outstanding are held in the Book-Entry Only System, if less than all of such Bonds of a maturity are to be redeemed upon any redemption of Bonds hereunder, the particular Bonds or portions of Bonds to be redeemed shall be selected by DTC in such manner as DTC may determine.

(g) So long as the Book-Entry Only System is in effect, a Beneficial Owner who elects to have its Bonds purchased pursuant to this Indenture shall effect delivery by causing a Participant to transfer the Beneficial Owner's interest in the Bonds pursuant to the Book-Entry Only System. The requirement for physical delivery of Bonds in connection with a demand for purchase or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred in accordance with the Book-Entry Only System.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01 Mandatory Redemption. The Bonds shall be subject to mandatory redemption, and shall be redeemed prior to maturity, as follows:

(a) in whole or in part on the first Interest Payment Date for which notice can be given in accordance with this Indenture after the Completion Date to the extent of excess funds on deposit on such date in the Loan Account of the Project Fund, determined as provided in Section 5.03 of this Indenture; or

(b) in whole or in part on the first Interest Payment Date for which adequate notice can be given in accordance with this Indenture after and to the extent that Insurance Proceeds or a Condemnation Award in connection with the Project are deposited in the Insurance and Condemnation Account of the Project Fund and are not to be used to repair or restore the Project

(which unused Condemnation Award or Insurance Proceeds shall be applied to the redemption of Bonds, unless all of the Owners shall have approved a proposed alternative application of such funds and the Trustee and the Servicer shall have received an opinion of Bond Counsel to the effect that such proposed alternative application of such funds will not adversely affect the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code)); or

(c) in whole on the first Interest Payment Date for which notice can be given to the Owners in accordance with this Indenture following receipt by the Trustee of notice from the Servicer demanding such redemption, following a Determination of Taxability; or

(d) in whole or in part, on any day on or after the Conversion Date, from the proceeds of a prepayment by the Borrower of the Loan derived from any source of funds including without limitation, proceeds of any refunding or refinancing received by the Borrower, if so directed by the Borrower in a writing delivered to the Trustee at least 12 Business Days prior to the Conversion Date, subject to the terms of the applicable Note; or

(e) on the Conversion Date, in an amount sufficient to reduce the aggregate principal amount of Outstanding Bonds to the lesser of $_____ or the amount necessary to achieve compliance with the Conditions to Conversion; or

(f) on and after the Conversion Date, in part in amounts corresponding to the principal payments of the Loan made pursuant to the terms of the applicable Note; or

(g) in whole, following receipt by the Trustee of notice from the Servicer stating that an Event of Default has occurred under the Loan Agreement or the Construction Disbursement Agreement and demanding redemption of the Bonds, on any date selected by the Servicer, specified in a notice in writing delivered to the Borrower at least ten (10) days prior to such date; or

(h) in whole or in part on any date, from the proceeds of a prepayment by the Borrower of the Loan that is required pursuant to the Notes, the Construction Disbursement Agreement or the Loan Agreement.

Section 4.02 Redemption Price of Bonds Redeemed Pursuant to Mandatory Redemption. Any Bonds being redeemed before maturity in accordance with Section 4.01 of this Indenture shall be redeemed at a redemption price equal to the principal amount of the Bonds being redeemed, together with accrued interest to the date of redemption, plus (a) the Prepayment Equalization Payment, if redemption is under Section 4.01(a), (b), (c), (d), (g) or (h), and (b) Additional Interest, if redemption is under Section 4.01(c).

Section 4.03 Optional Redemption. The Bonds may be redeemed from the proceeds of an optional prepayment of the Loan by the Borrower (a) prior to the Conversion Date, in whole or in part at any time prior to the Conversion Date and (b) on and after the Conversion Date, in either case to the extent of permitted prepayments under the terms of the Notes.

Section 4.04 [Reserved].

Section 4.05 Notice of Redemption.

(a) Notice of redemption shall be given by the Trustee to the Owners and the Borrower by facsimile transmission or other similar electronic means of communication, promptly confirmed in writing, not less than ten (10) Business Days prior to the date fixed for redemption; provided, that no notice of redemption shall be required to be given to Owners for a redemption pursuant to Sections 4.01(e), (f) or (g) of this Indenture. Receipt of such notice of redemption shall not be a condition precedent to such redemption, and failure to so notify any such registered Owners shall not affect the validity of the proceedings for the redemption of the Bonds.

(b) Notice of redemption having been given as provided in subsection (a) of this Section 4.05 and all conditions precedent, if any, specified in such notice having been satisfied, the Bonds or portions thereof so to be redeemed shall become due and payable on the date fixed for redemption at the redemption price specified therein plus any accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or portions thereof shall be paid at the redemption price, plus any accrued interest to the redemption date. On and after the redemption date (unless funds for the payment of the redemption price and accrued interest shall not have been provided to the Trustee), (i) such Bonds shall cease to bear interest and (ii) such Bonds shall no longer be considered as Outstanding under this Indenture.

Section 4.06 Selection of Bonds To Be Redeemed.

(a) Except as otherwise expressly set forth herein, if less than all the Bonds are to be redeemed, the particular Bonds or portions of Bonds to be redeemed shall be selected by the Trustee, in such manner as the Trustee in its sole discretion may deem fair and appropriate so that Bonds are redeemed, as nearly as practicable, from each Owner, if there is more than one Owner, on a pro rata basis according to the principal amount of Bonds represented by each Bond Outstanding.

(b) In making such selection, the Trustee may treat each Bond to be redeemed as representing that number of Bonds of the lowest Authorized Denomination as is obtained by dividing the principal amount of such Bond by such Authorized Denomination.

Section 4.07 Partial Redemption of Registered Bonds.

(a) In case part but not all of a Bond shall be selected for redemption, upon presentation and surrender at the Principal Office of the Trustee of such Bond by the Owner thereof or his attorney duly authorized in writing (with due endorsement for transfer or accompanied by a written instrument of transfer in form satisfactory to the Trustee), the Issuer shall execute and the Trustee shall authenticate and deliver to or upon the order of such Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds, at the option of such Owner, of any Authorized Denomination of like tenor; provided, however, that such surrender of Bonds shall not be required for payment of the redemption price pursuant to Sections 4.01(g) or 4.01(h) hereof. Bonds so presented and surrendered shall be canceled in accordance with this Indenture.

(b) In the event of a partial redemption of Bonds or any failure of all of the Bonds authorized hereunder to be purchased through the "drawdown" mechanism pursuant to Section 3.01(b) through the Conversion Date, the mandatory sinking fund payments shall be adjusted to provide for approximately equal monthly payments of principal and interest at the applicable rate

hereunder (taking into account minimum denominations of the Bonds) on the respective Bonds remaining Outstanding after taking into account such partial redemption. If requested by the Trustee, the Servicer shall provide the Trustee with a mandatory sinking fund schedule reflecting such adjustment.

ARTICLE V

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS, APPLICATION THEREOF AND SECURITY THEREFOR

Section 5.01 Establishment of Funds and Accounts; Application of Proceeds of the Bonds; and Other Amounts.

(a) The following Funds and Accounts are created and established as special trust funds:

(i) the Project Fund, consisting of:

(A) the Tax-Exempt Loan Account;

(B) the Taxable Loan Account;

(C) the Insurance and Condemnation Proceeds Account; and

(D) the Equity Account;

(ii) the Tax and Insurance Fund;

(iii) the Revenue Fund; and

(iv) the Rebate Fund.

(b) All the Funds and Accounts created by subsection (a) of this Section 5.01 shall be held by the Trustee in trust for application only in accordance with the provisions of this Indenture.

(c) The initial installment for the sale of the Tax-Exempt Bonds ($_____), shall be applied as follows:

(i) $_____, representing the proceeds of the sale of the Tax-Exempt Bonds, shall be deposited in the Tax-Exempt Loan Account of the Project Fund.

(d) The initial installment for the sale of the Taxable Bonds ($_____), shall be applied as follows:

(i) $_____, representing the proceeds of the sale of the Taxable Bonds, shall be deposited in the Taxable Loan Account of the Project Fund.

Section 5.02 Project Fund.

(a) Deposit of Moneys. The amount specified in Section 5.01(c) shall be deposited in the Tax-Exempt Loan Account of the Project Fund. The amount specified in Section 5.01(d) shall be deposited in the Taxable Loan Account of the Project Fund. The Tax-Exempt Loan Account and the Taxable Loan Account of the Project Fund shall be funded from time to time as and when installments of the purchase price of the Tax-Exempt Bonds and Taxable Bonds, respectively, are paid by the Owners pursuant to Section 3.01(b) hereof. Any amounts received by the Trustee from the Guarantor, and any amounts received by the Trustee from the Borrower in response to demands by the Trustee or the Servicer for deposits of Borrower's funds shall be deposited in the Equity Account of the Project Fund. All Condemnation Awards and Insurance Proceeds shall be deposited in the Insurance and Condemnation Proceeds Account of the Project Fund. Any other funds directed by the Issuer, the Servicer or the Borrower to be deposited in the Project Fund which are not required to be otherwise deposited or disbursed shall be so deposited by the Trustee upon receipt of funds and such direction.

(b) Use of Moneys.

(i) Loan Account and Equity Account. The Trustee shall make payments from the Loan Accounts for the purpose of paying the Qualified Costs of the Project. The Trustee shall make payments from the Equity Account to pay (A) all costs of construction and equipping of the Project other than Qualified Costs of the Project and (B) to the extent amounts on deposit in the Loan Accounts are insufficient for such purposes, all Qualified Costs of the Project. Disbursements from the Loan Accounts and the Equity Account shall be made by the Trustee upon receipt of a Requisition, executed by an Authorized Representative of the Borrower and approved by an Authorized Representative of the Servicer.

(ii) Insurance and Condemnation Proceeds Account. The Trustee shall make all disbursements from the Insurance and Condemnation Proceeds Account only upon the receipt by the Trustee of the written request of the Borrower accompanied by the written approval of the Servicer and in accordance with the provisions of Section 5.04 hereof.

(iii) Acceleration. Upon the occurrence and continuation of an Event of Default hereunder and an acceleration of the Bonds pursuant thereto, all moneys and investments in the Project Fund shall be transferred to the Revenue Fund and applied to the payment of the Bonds.

(c) Requisitions. The Trustee may rely fully on the representations of the Borrower contained in any Requisition, and upon the written approval of the Servicer set forth on any Requisition, delivered pursuant to the Loan Agreement, this Indenture and the Construction Disbursement Agreement, and shall not be required to make any investigation or inspection of the Project in connection therewith.

Section 5.03 Use of Moneys Following Completion. Moneys (including investment proceeds but net of amounts to be retained to pay Qualified Costs of the Project (i) incurred but not then due and payable or (ii) allocated to construction contingency, marketing or operating expenses after the Completion Date, but only to the extent permitted by the Tax Certificate) held in the Loan Accounts shall be transferred immediately after the Completion Date to the Revenue Fund for application to the redemption of Bonds pursuant to Section 4.01(a) of this Indenture. Moneys held in the Equity Account shall be released to or upon the order of the Borrower, when the Servicer has

notified the Trustee that the following condition has been satisfied or waived by the Servicer: the Borrower has obtained, and applied to costs of the Project in accordance with the requirements of the Construction Disbursement Agreement, all funds required to be paid by the Borrower pursuant to the Construction Disbursement Agreement.

Section 5.04 Condemnation Awards and Insurance Proceeds.

(a) Moneys representing a Condemnation Award or Insurance Proceeds shall be deposited into the Insurance and Condemnation Proceeds Account of the Project Fund, and notice of such deposit thereof shall be given by the Trustee to the Servicer.

(b) To the extent there has been a determination pursuant to the Loan Documents to restore the Project, such Condemnation Award or Insurance Proceeds as have been approved for disbursement by the Servicer shall be disbursed by the Trustee to or for the account of the Borrower, in accordance with terms, conditions and procedures specified by the Servicer to the Trustee, for application by the Borrower for such purposes in accordance with the provisions of the Loan Documents.

(c) In the event there is a determination pursuant to the Loan Documents not to restore the Project, such Condemnation Award or Insurance Proceeds shall be either (i) transferred to the Revenue Fund and applied to the redemption of Bonds in accordance with Section 4.01(c) hereof, or (ii) released to the Borrower if the Borrower obtains, and delivers to the Trustee, the Issuer and the Servicer an opinion of Bond Counsel that such release will not affect the excludability of the interest on the Tax-Exempt Bonds from the gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for federal income tax purposes, all in accordance with written direction of the Servicer to the Trustee and subject to the provisions of the Loan Documents.

Section 5.05 Tax and Insurance Fund; Replacement Reserve; Operating Reserve. There shall be deposited in the Tax and Insurance Fund all moneys received for such purpose by the Issuer or the Trustee from the Borrower pursuant to Section 5.22(i) of the Loan Agreement or transferred pursuant to Section 5.06 of this Indenture. Moneys in the Tax and Insurance Fund shall be disbursed by the Trustee with the consent of the Servicer, as provided in Section 5.22(i) of the Loan Agreement. Moneys delivered by the Borrower to the Trustee pursuant to Section 5.22(b) of the Loan Agreement shall be paid over by the Trustee to the Bank, for deposit by the Bank in the [Replacement Reserve maintained by the Bank pursuant to the Replacement Reserve Agreement.] Moneys delivered by the Borrower to the Trustee pursuant to Section 5.22(c) of the Loan Agreement shall be paid over by the Trustee to the Bank, for deposit by the Bank in the [Operating Reserve maintained by the Bank pursuant to the Construction Disbursement Agreement.][KMO PLEASE ADVISE]

Section 5.06 Revenue Fund.

(a) There shall be deposited in the Revenue Fund all amounts transferred from the Project Fund or received from the Borrower pursuant to Section 3.2 of the Loan Agreement with respect to the Loan Documents or from the Guarantor under the Guaranty, including payments of interest and principal and voluntary and involuntary prepayments of the Loan and investment earnings on investments held in the Funds and Accounts created by this Indenture (except as otherwise provided in Section 5.07 and Section 5.09).

(b) Amounts in the Revenue Fund shall be applied to the following items in the following order of priority:

(i) on each Interest Payment Date, to the payment of interest on the Bonds;

(ii) on each Bond Payment Date, to the payment of the principal of or redemption price (or purchase price in the event of an election by Borrower under Section 4.04) of, interest on, and any Prepayment Equalization Payment or Additional Interest due with respect to, the Bonds;

(iii) on the first day of each month, to the payment of any required deposit in the Tax and Insurance Fund;

(iv) on the first day of each month, to the payment of the fees of the Issuer, the Trustee, the Majority Owner and the Servicer, if any (including any extension fee due and owing under Section 3.2(b) of the Loan Agreement), due and owing under the Loan Documents and this Indenture;

(v) on the first day of each month, to the payment of any other amounts then due and owing under the Loan Documents; and

(vi) on the first day of each month, to the Borrower or such other party as may be legally entitled thereto;

provided, that amounts transferred from the Loan Account shall only be applied to the redemption of Bonds pursuant to Section 4.01(a) and amounts transferred from the Loan Account prior to the Completion Date shall only be applied to the payment of interest on the Bonds pursuant to Section 5.06(b)(i) above and, after the Completion Date, to the redemption of Bonds pursuant to Section 4.01(a).

(c) Amounts paid as interest under clauses (i) and (ii) of subsection (b) above shall be paid ratably to the Owners of Outstanding Bonds entitled to receive such payments according to the amounts due to such Owners, without preference or priority or distinction among Outstanding Bonds. Amounts paid as Additional Interest or as a Prepayment Equalization Payment shall be paid to the Owners of Bonds entitled to receive such payments.

(d) Upon the payment in full of the Bonds and the fees and expenses of the Issuer and the Trustee and the payment of amounts payable to the United States pursuant to Section 5.07 hereof, any amounts remaining in the Revenue Fund (except amounts held for future payment to the United States pursuant to Section 5.07 hereof) shall be paid to the Borrower as soon as practicable.

Section 5.07 Rebate Fund.

(a) The Rebate Fund shall be held and applied as provided in this Section 5.07. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment, to the extent required under the Code and as calculated by the Rebate Analyst, for payment to the United States Government. None of the Issuer, the Borrower or the Owners shall have any rights in or claim to such moneys. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate.

(b) The Trustee shall make information regarding the Tax-Exempt Bonds and the investments hereunder available to the Borrower promptly upon written request, shall make deposits to and disbursements from the Rebate Fund in accordance with the directions received from the Authorized Representative of the Borrower, shall invest moneys in the Rebate Fund pursuant to said directions and shall deposit income from such investments pursuant to said directions, and shall make payments to the United States of America in accordance with written directions received from the Borrower.

(c) Notwithstanding any provision of this Indenture to the contrary, the Trustee shall not be liable or responsible for any calculation or determination which may be required in connection with or for the purpose of complying with Section 148 of the Code or any applicable Treasury regulation (the "Arbitrage Rules"), including, without limitation, the calculation of amounts required to be paid to the United States under the provisions of the Arbitrage Rules and the fair market value of any investment made hereunder, it being understood and agreed that the sole obligation of the Trustee with respect to investments of funds hereunder shall be to invest the moneys received by the Trustee pursuant to the written instructions of the Authorized Representative of the Borrower given in accordance with Section 5.08 hereof. The Trustee shall have no responsibility for determining whether or not the investments made pursuant to the direction of the Borrower or any of the instructions received by the Trustee under this Section comply with the requirements of the Arbitrage Rules and shall have no responsibility for monitoring the obligations of the Borrower or the Issuer for compliance with the provisions of the Indenture with respect to the Arbitrage Rules.

(d) Notwithstanding any provision of this Indenture to the contrary, the obligation to remit payment of the rebate amount to the United States and to comply with all other requirements of this Section 5.07 shall survive the defeasance or payment in full of the Tax-Exempt Bonds.

(e) Any funds remaining in the Rebate Fund after redemption and payment of all of the Tax-Exempt Bonds and payment and satisfaction of any Rebate Requirement, or provision made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Borrower.

(f) The Trustee shall obtain and keep directions of the Borrower made pursuant to this Section 5.07. The Trustee shall keep and make available to the Borrower such records concerning the investments of the gross proceeds of the Tax-Exempt Bonds and the investments of earnings from those investments as may be requested by the Borrower in order to enable the Borrower to cause the Rebate Analyst to make the aforesaid computations as are required under Section 148(f) of the Code.

(g) Notwithstanding the foregoing, the computations and payments of rebate amounts referred to in this Section 5.07 need not be made if there shall have been delivered to the Trustee, the Issuer and the Servicer an opinion of Bond Counsel to the effect that such withdrawal and payment are not necessary in order to establish or maintain the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) of interest on the Tax-Exempt Bonds. In the event Bond Counsel so opines, the moneys on deposit in the Rebate Fund shall be applied to such purpose as the Borrower shall direct, provided that the Borrower shall deliver to the Issuer, the Trustee and the Servicer an opinion of Bond Counsel to the effect that such application will not adversely affect the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in

Section 147(a) of the Code) of interest on the Tax-Exempt Bonds for purposes of federal income taxation.

Section 5.08 Moneys Held in Trust; Investment of Moneys.

(a) All moneys from time to time received by the Trustee and held in the Funds and Accounts (other than the Rebate Fund) shall be held in trust as security for the benefit of the Owners of the Bonds. All such moneys, including the moneys held in the Rebate Fund, shall be invested as provided in this Indenture.

(b) Any money held as part of the funds and accounts shall be invested or reinvested by the Trustee solely pursuant to written direction from the Borrower, and reasonably consented to in writing by the Majority Owner, in Investment Securities (the Trustee may rely upon the written direction of the Borrower that such investments are Investment Securities). All such Investment Securities shall mature or be subject to withdrawal or redemption without discount or penalty prior to the next Bond Payment Date. In addition, following receipt by a written notice of an Event of Default (as defined in the Loan Agreement), the Trustee shall invest and reinvest the money it holds as part of the funds and accounts at the written direction of the Majority Owner. Except as described below, any investment made with money on deposit in a Fund or Account shall be held by or under control of the Trustee and shall be deemed at all times a part of the Fund or Account where such money was on deposit, and the interest and profits realized from such investment shall be credited to such Fund or Account and any loss resulting from such investment shall be charged to such Fund or Account. In the absence of the receipt of any investment instructions as provided herein, the Trustee shall invest all money under its control in investments described in clause (h) of the definition of Investment Securities.

(c) Any investment of money may be made by the Trustee through its own bond department, investment department or other commercial banking department or Affiliate of the Trustee providing investment services. The Trustee, any such department or the Trustee's Affiliates may receive reasonable and customary compensation in connection with any investment made under this Indenture.

(d) The Trustee shall have no liability or responsibility for any depreciation of the value of any investment made in accordance with the provisions of this Section or for any loss resulting from such investment or redemption, sale or maturity thereof except for any loss that is the result of gross negligence or willful misconduct of the Trustee.

(e) Unless otherwise confirmed in writing, an account statement delivered by the Trustee to the Borrower or the Majority Owner, as the case may be, shall be deemed written confirmation by said party that the investment transactions identified therein accurately reflect the investment directions given to the Trustee by said party, unless said party notifies the Trustee in writing to the contrary within thirty (30) days of the date of receipt of such statement.

(f) The Issuer and the Borrower (by their execution of the Loan Agreement) each acknowledge that to the extent regulations of the Office of the Comptroller of the Currency or other applicable regulatory entity grant the Issuer or the Borrower the right to receive brokerage confirmations of security transactions as they occur, the Issuer and the Borrower specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish to the Issuer,

the Majority Owner and the Borrower periodic cash transaction statements that shall include detail for all investment transactions made by the Trustee hereunder.

(g) Except as otherwise provided in subsection (h) of this Section, the Issuer and the Borrower (by their execution of the Loan Agreement) each covenant that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing Gross Proceeds of the 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 Indenture or the Code) at Fair Market Value.

(h) The Issuer and the Borrower (by their execution of the Loan Agreement) each covenant that investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code and (unless valuation is undertaken at least annually) investments in any reserve fund shall be valued at their present value (within the meaning of Section 148 of the Code).

Section 5.09 Investment Earnings. Earnings on investments held in the Loan Accounts, the Equity Account, and the Insurance and Condemnation Proceeds Account shall be retained in the applicable Loan Account, the Equity Account, and the Insurance and Condemnation Proceeds Account, respectively, for application pursuant to Sections 5.02, 5.03, 5.04 and 5.05 hereof. Earnings on all investments held in the Revenue Fund shall be retained in the Revenue Fund for application pursuant to Section 5.06 hereof. Earnings on investments held in the Tax and Insurance Fund and in the Rebate Fund shall be retained therein and applied in the manner prescribed by Sections 5.05 and 5.07 hereof, respectively.

Section 5.10 Covenants Respecting Arbitrage and Rebate. The Trustee shall keep and make available to the Borrower such records concerning the investment of the gross proceeds of the Tax-Exempt Bonds and the investments of earnings from those investments as may be requested by the Borrower in order to enable the Borrower to fulfill the requirements of Section 148(f) of the Code.

Section 5.11 Records. The Trustee shall keep and maintain adequate records pertaining to the Funds and Accounts established hereunder, including all deposits to and disbursements made by the Trustee from said funds and accounts. The Trustee shall retain in its possession all certifications and other documents presented to it, all such records and all records of principal and interest paid on the Bonds, subject to the inspection of the Borrower, the Issuer, the Trustee and the Owners of the Bonds and their representatives at all reasonable times and upon reasonable prior notice.

Section 5.12 Reports From the Trustee. The Trustee shall, on or before the tenth (10th) day of each month and annually on or before November 1, file with the Servicer, the Borrower and the Issuer a statement setting forth in respect to the preceding calendar month or year:

(a) the amount withdrawn or transferred by it and the amount deposited within or on account of each Fund and Account held by it under the provisions of this Indenture, including the amount of investment income on each Fund and Account;

(b) the amount on deposit with it at the end of such month to the credit of each Fund and Account;

(c) a brief description of all obligations held by it as an investment of moneys in each such Fund and Account;

(d) the amount applied to the purchase or redemption of Bonds and a description of the Bonds or portions of Bonds so purchased or redeemed; and

(e) any other information which the Borrower, the Servicer or the Issuer may reasonably request and to which the Trustee has access in the ordinary course of its operations.

Upon the written request of any Owner or Owners of twenty-five percent (25%) or more in aggregate principal amount of Bonds then Outstanding, the Trustee, at the cost of the Borrower, shall provide a copy of such statement to the Owners of the Bonds. All records and files pertaining to the Trust Estate shall be open at all reasonable times to the inspection of the Servicer and its agents and representatives upon reasonable prior notice.

ARTICLE VI

DEFAULT PROVISIONS; REMEDIES

Section 6.01 Events of Default. Each of the following events is declared an "Event of Default" under this Indenture:

(a) The failure to pay any installment of principal or the redemption price of any Bond or any Prepayment Equalization Payment within 10 days of the date when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(b) The failure to pay any installment of interest on any Bond within 10 days of the date when the same shall become due and payable; or

(c) The failure by the Issuer to perform or observe any other covenant, agreement or condition on its part contained in this Indenture or in the Bonds, and such failure shall continue for a period of thirty (30) days after written notice thereof to the Issuer and the Borrower by the Trustee or by the Majority Owner, provided, however, that if the default shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer or the Borrower within the applicable period and diligently pursued until the default is corrected; and provided, further, that the time elapsed until completion of corrective action shall not exceed 60 days without the consent of the Majority Owner, which consent will not be unreasonably withheld or conditioned; or

(d) Default in the timely payment of any installment of the fees payable to the Issuer pursuant to the Regulatory Agreement, and the continuance thereof for a period of thirty (30) days after written notice to the Trustee, the Borrower and the Servicer has been given by the Issuer, which default shall not be subject to waiver by the Servicer or the Trustee; or

(e) The Trustee shall have received written notice from the Issuer that a default under the Regulatory Agreement has occurred and is continuing past any applicable notice and cure periods.

Any notice of a default hereunder shall be given to the Investor Limited Partner at its Notice Address, and the Investor Limited Partner shall have the right to cure any default hereunder on the same terms as the Borrower.

Section 6.02 Remedies.

(a) Except as otherwise provided in this Article, the Trustee shall take only such actions in respect of an Event of Default as it shall be directed in writing to take by the Servicer (or in the case of an Event of Default arising under Section 6.01(d) or (e), the Issuer). Such actions may include the following:

(i) Declaration of all Outstanding Bonds to be immediately due and payable, whereupon such Bonds shall become and be immediately due and payable, anything in the Bonds or in this Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment and all unpaid interest on the Bonds on the date of payment.

(ii) Implementation of actions for the recovery of the amounts due on the Note, the Loan Agreement and the other Loan Documents;

(iii) Foreclosure or realization upon the collateral held by the Borrower for the obligations of the Borrower under the Loan Documents; and

(iv) Implementation of such other rights and remedies as may be available under the Loan Documents, the Guaranty or applicable law.

(b) At any time after the principal of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Indenture, the Trustee, if so directed by the Servicer (or in the case of an Event of Default arising under Section 6.01(d) or (e), the Issuer), shall annul such declaration and its consequences with respect to any Bonds not then due by their terms. In such event, the Issuer, the Borrower, the Trustee and all of the Owners shall be restored to the same position as before the occurrence of the Event of Default. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 6.03 Additional Remedies and Enforcement of Remedies. Upon the occurrence and continuation of any Event of Default, the Trustee, if and to the extent directed by the Servicer (or in the case of an Event of Default arising under Section 6.01(d) or (e), the Issuer), may proceed forthwith to protect and enforce its rights and the rights of the Owners under the Act, the Bonds and this Indenture by such suits, actions or proceedings as the Servicer, in its sole discretion, shall deem expedient.

Section 6.04 Application of Revenues and Other Moneys After Default.

(a) If an Event of Default shall occur and shall not have been remedied, the Trustee shall transfer to the Revenue Fund (i) forthwith, all moneys and securities then held in any other Fund or Account under this Indenture other than amounts held in the Rebate Fund and (ii) as

promptly as practicable after receipt thereof, all revenues and other payments or receipts pledged under this Indenture and all proceeds realized as a result of remedial action under the Loan Documents and the Guaranty.

(b) During the continuation of an Event of Default, the Trustee shall apply such moneys, securities, revenues, payments and receipts and the income therefrom as follows and in the following order:

(i) To the payment of Trustee Expenses;

(ii) To the payment of the amounts required to reimburse the Owners of the Bonds and the Issuer for any reasonable legal or other out of pocket costs incurred by them in connection with such remedial action and the reasonable fees and expenses of the Issuer in carrying out this Indenture or the Loan Documents;

(iii) To the payment of the interest and principal installments or redemption price then due and payable on the Bonds, as follows:

(A) Unless the principal of all of the Bonds shall have become or have been declared due and payable;

First: To the payment to the Persons entitled thereto of all installments of interest then due and payable in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal installments or redemption price of any Bonds which shall have become due and payable, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due and payable on any date, then to the payment thereof ratably, according to the amounts of principal installments or redemption price due on such date, to the Persons entitled thereto, without any discrimination or preference.

(B) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference (except as to any difference as to the respective rates of interest specified in the Bonds); and

(iv) To the payment of fees then due and owing to the Issuer; and

(v) Notwithstanding anything contained herein to the contrary, the Servicer may by written notice to the Trustee direct the application of funds other than in the manner set forth above (except that the priority of payment of Trustee Expenses shall not be altered), including, without limitation, the application of funds between the principal of or interest on the

Bonds. Any such determination by the Servicer shall be deemed conclusive, and the Issuer and the Trustee shall have no liability for the tax consequences of said determination.

Section 6.05 Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners of the Bonds is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute (including the Act) on or after the date of adoption of this Indenture.

Section 6.06 Remedies Vested in Trustee and Servicer. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee and the Servicer without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Subject to the rights of the Servicer to direct proceedings hereunder, any such suit or proceeding instituted by the Trustee shall be brought in its name under the authority herein granted without the necessity of joining as plaintiffs or defendants any Owners of the Bonds. Any recovery of judgment shall be for the equal benefit of the Owners of the Outstanding Bonds.

Section 6.07 Individual Bond Owners Action Restricted.

(a) No Owner of any Bond other than the Servicer (if it is the Owner of any Bond) or the Majority Owner shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust under this Indenture or for any remedy under this Indenture.

(b) Nothing contained in this Indenture shall affect or impair, or be construed to affect or impair, the right of the Owner of any Bond (i) to receive payment of the principal of or interest on such Bond on or after the due date thereof or (ii) to institute suit for the enforcement of any such payment on or after such due date; provided, however, no Owner of any Bond may institute or prosecute any such suit or enter judgment therein, if, and to the extent that, the institution or prosecution of such suit or the entry of judgment therein, under applicable law, would result in the surrender, impairment, waiver or loss of the lien of this Indenture on the moneys, funds and properties pledged under this Indenture for the equal and ratable benefit of all Owners of the Bonds appertaining thereto.

Section 6.08 Termination of Proceedings. In case any proceeding taken by the Servicer or by the Trustee at the direction of the Servicer on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Owners of the Bonds, the Issuer, the Trustee, the Borrower and the Owners of the Bonds shall be restored to their former positions and rights under this Indenture, and all rights, remedies and powers of the such parties shall continue as if no such proceeding had been taken.

Section 6.09 Waiver and Non-Waiver of Event of Default.

(a) No delay or omission of the Trustee, the Servicer or the Owners of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article VI to any party may be exercised from time to time and as often as may be deemed expedient.

(b) In case of any waiver by the Trustee, acting upon the direction of the Servicer, of an Event of Default under this Indenture, the Issuer, the Trustee and the Owners of the Bonds shall be restored to their former positions and rights under this Indenture, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

Section 6.10 Servicer Controls Proceedings. If an Event of Default shall have occurred and be continuing, notwithstanding anything in this Indenture to the contrary, the Servicer shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or any other proceedings under this Indenture and subject to Section 7.02 of this Indenture; provided, however, that such direction is in accordance with law and the provisions of this Indenture; provided that nothing in this Section 6.10 shall impair the right of the Trustee in its discretion to take any other action under this Indenture which it may deem proper and which is not inconsistent with such direction by the Servicer, nor shall it impair the Issuer's right to direct the Trustee to the extent permitted by Section 6.02.

ARTICLE VII

CONCERNING THE TRUSTEE

Section 7.01 Trustee; Appointment and Acceptance of Duties.

(a) The Issuer appoints U.S. Bank Trust Company, National Association as trustee hereunder. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing this Indenture.

(b) Unless otherwise provided, the corporate trust offices of the Trustee are designated as the respective offices or agencies of the Trustee for the authentication and delivery of Bonds.

Section 7.02 Responsibilities of Trustee.

(a) The recitals of fact herein and in the Bonds contained (other than the certificate of authentication) shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or as to the security afforded by this Indenture, and the Trustee shall incur no liability in respect thereof. The Trustee shall be under no responsibility or duty with respect to the application of any moneys properly paid to it except as provided herein or as otherwise expressly agreed by the Trustee. Except for a declaration of acceleration under Section 6.02 hereof or the payment of principal and interest on the Bonds from moneys on deposit with the Trustee, the Trustee shall be under no obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of this Indenture or to advance any of its own moneys, unless indemnified to its reasonable satisfaction. Subject to the provisions of subsection (b) of this Section 7.02, the Trustee shall not be liable in connection with the performance of its duties under this Indenture except for its own negligence or willful misconduct.

(b) The Trustee, prior to the occurrence of an Event of Default and after the curing or waiver of all Events of Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (and has not been cured within any applicable grace period or waived) and subject to the rights of the Servicer with respect to control of remedies following an Event of Default hereunder, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs. Any provisions of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 7.02.

(c) The Trustee shall cooperate fully with the Servicer in the enforcement and protection of the rights of the Owners of the Bonds to the fullest extent possible under this Indenture, the Loan Documents and applicable law. Toward this end, the Trustee shall take such action as directed by the Servicer, including foreclosure of the Secured Property under the Mortgage, suit for specific performance of the Loan Documents or for damages for nonperformance thereof and assignment of the Loan Documents to the Owners of the Bonds for purposes of enforcing the rights of the Owners of the Bonds; provided, that without the prior written consent of the Issuer, the Servicer shall give the Trustee no direction as to the enforcement of the Reserved Rights, which shall, except with the prior written consent of the Issuer, be enforceable only by the Issuer.

(d) The Trustee shall not take any discretionary action under the Loan Documents (although approval or disapproval of disbursement of Loan proceeds and investment earnings thereon under the Loan Agreement shall be made in accordance with the terms of Article V hereof) without the written approval of the Servicer and shall, subject to the proviso of paragraph (c) of this section, take such discretionary action permitted or required under the Loan Documents, as may be directed in writing by the Servicer.

(e) The Trustee shall notify the Servicer of any notification received by the Trustee under or pursuant to the Loan Documents promptly after receipt of said notice.

(f) If any Event of Default occurs and is continuing hereunder and if the Trustee has received written notice thereof or is deemed to have notice pursuant to this Indenture, the Trustee shall give to all Owners, the Issuer and the Borrower written notice of such default or Event of Default within thirty (30) days after receipt of such information. For the purpose of this Section 7.02 only, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default under Section 6.01 hereof.

(g) Promptly upon receipt of notice of the occurrence of a Determination of Taxability, the Trustee shall give immediate telephonic notice, promptly confirmed in writing, to the Borrower, the Issuer, the Owners and former Owners (provided that the Trustee shall not be obligated to maintain records of such former Owners or to retain records relating to such former Owners for more than six years).

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder or under the Loan Agreement except for a default or Event of Default referred to in Section 6.01(a), (b) or (c) hereof, unless the Trustee shall have received written notice of such Event of Default by the Issuer, the Borrower, the Servicer or by the Owners of not less than 25% in aggregate principal amount of the Bonds then Outstanding.

(i) The Trustee shall have no responsibility for, and makes no representations with respect to, any information, statement, or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(j) The Trustee is authorized and directed to execute in its capacity as Trustee the Loan Agreement and the Subordination Agreement and, in acting pursuant to such agreements, shall be entitled to the limitations from liability and protections afforded to the Trustee under this Indenture.

(k) Anything to the contrary notwithstanding, the Trustee shall not be required to enter, take possession of, or take any other action whatsoever with respect to the Project and the Land, and shall not be required to initiate foreclosure proceedings with respect to the Project and the Land and the Mortgage unless the Trustee is satisfied that the Trustee will not be subject to any liability under any local, state or federal environmental laws or regulations of any kind whatsoever or from any circumstances present at the Project and the Land relating to the presence, use, management, disposal of, or contamination by any environmentally hazardous materials or substances of any kind whatsoever.

(l) No provision of this Indenture, the Loan Agreement or any other document related hereto shall require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder.

(m) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(n) The Trustee shall not be liable for any action taken or not taken by it in accordance with the direction of the Servicer relating to the exercise of any right, power or remedy available to the Trustee.

(o) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

Section 7.03 Evidence on Which Trustee May Act.

(a) The Trustee, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Indenture, shall examine such instrument to determine whether it conforms to the requirements of this Indenture and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel selected by it in respect of any action taken or suffered by the Trustee under this Indenture and shall be protected in acting or not acting in good faith reliance on the opinion or advice of such counsel.

(b) Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of this Indenture by the Issuer to any Trustee shall be sufficiently executed if executed in the name of the Issuer by an Authorized Representative of the Issuer.

Section 7.04 Compensation. The Borrower shall pay to the Trustee, as provided in the Loan Agreement, from time to time reasonable compensation for all services rendered under this Indenture and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under this Indenture.

Section 7.05 Certain Permitted Acts. The Trustee may become the owner or pledgee of any Bonds with the same rights it would have if it were not the Trustee. To the extent permitted by law, the Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners of the Bonds or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

Section 7.06 Resignation of Trustee. The Trustee may resign at any time and be discharged of the duties and obligations created by this Indenture by giving not less than sixty (60) days' written notice to the Issuer, the Borrower and the Owners of the Bonds, provided that no resignation shall become effective until the acceptance of appointment by a successor Trustee as provided in Section 7.08 of this Indenture. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 60 days after the giving of such notice of resignation, the retiring Trustee may petition, at the expense of the Borrower, any court of competent jurisdiction for the appointment of a successor Trustee.

Section 7.07 Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing, signed by the Issuer or by the Servicer (subject to the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed, if such removal is not for cause) and filed with the Trustee and the Borrower; provided that no removal shall become effective until the acceptance of appointment by a successor Trustee as provided in Section 7.08 of this Indenture.

Section 7.08 Appointment of Successor Trustee; Temporary Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the Issuer shall appoint a successor Trustee.

Section 7.09 Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor, and also to the Issuer, the Servicer and to any Owner which shall request the same, an instrument accepting such appointment and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named; but the Trustee ceasing to act nevertheless, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in or pursuant to this Indenture. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor Trustee for more fully and certainly vesting in and confirming any

such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged and delivered by the Issuer.

Section 7.10 Merger or Consolidation of Trustee. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by this Indenture, shall be the successor to the Trustee without the execution or filing of any paper or the performance of any further act.

Section 7.11 Servicer. The Majority Owner may (but shall not be obligated to) appoint (with prompt notice thereof to the Issuer and the Borrower) a mortgage servicer to service the Loan for all or a portion of the term of the Loan. The Servicer shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing the Servicing Agreement. Any Servicer appointed hereunder may be removed at any time, with or without cause, by the Majority Owner, by written notice to the Issuer, the Trustee, the Borrower and the Servicer. At any time when a Servicer has not been appointed or when a Servicer has been removed without appointment of a successor Servicer, pursuant to this Section 7.11, all references in this Indenture and in the Loan Documents to the Servicer shall be deemed to refer to the Majority Owner. The Servicer may, with the prior written consent of the Majority Owner, appoint an agent as subservicer to perform the duties of the Servicer under the Servicing Agreement.

ARTICLE VIII

AMENDMENTS AND SUPPLEMENTAL INDENTURES; AMENDMENTS OF ISSUER DOCUMENTS

Section 8.01 Supplemental Indentures Not Requiring Consent of Owners of Bonds. The Issuer and the Trustee may, without the consent of, or notice to, the Owners of any Bonds (but only with the prior written consent of the Servicer, if any one person or entity owns at least fifty-one percent (51%) in aggregate principal amount of the Outstanding Bonds, and with notice to the Servicer and the Borrower), enter into one or more Supplemental Indentures for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Indenture;

(b) to grant to or confer any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners of the Bonds or the Trustee, or to make any change which, in the judgment of the Servicer, is not to the prejudice of the Owners of the Bonds;

(c) to subject to the pledge and lien of this Indenture additional revenues, properties and collateral;

(d) to evidence the appointment of a separate Trustee or co-Trustee or the succession of a new Trustee; or

(e) to modify, amend or supplement the provisions of this Indenture or any Supplemental Indenture in such manner as the Issuer may deem necessary or desirable to maintain the exclusion from gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for purposes of federal income taxation of interest on the Bonds.

Section 8.02 Supplemental Indentures Requiring Consent of Owners of Bonds.

(a) Exclusive of Supplemental Indentures covered by Section 8.01 of this Indenture and subject to the terms and provisions contained in this Section 8.02, and not otherwise, neither the Issuer nor the Trustee shall enter into any amendment, change or modification of this Indenture without the prior written consent of the Owners of not less than two thirds in aggregate principal amount of the Bonds then Outstanding; provided, however, that nothing in this Section 8.02 contained shall permit, or be construed as permitting, without the consent of the Owners of all of the Bonds, (i) an extension of the maturity date of the principal of or the interest on any Bond, (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, (iii) change in a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (iv) a reduction in the percentages of the Owners of the Outstanding Bonds required for consent to such Supplemental Indenture, (v) the creation of any lien other than a lien ratably securing all of the Bonds at any time Outstanding or (vi) any reduction of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee.

(b) If at any time the Issuer and the Trustee shall desire to execute and deliver a Supplemental Indenture for any of the purposes of this Section 8.02, the Trustee shall, upon being provided with reasonably satisfactory arrangements for payment of its fees and expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each Owner of the Bonds. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners of the Bonds. If within 60 days or such longer period as shall be prescribed by the Issuer following the giving of such notice, the Owners of not less than two-thirds in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture shall have consented to and approved the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof. Subject to Section 8.04 hereof, upon the execution of any such Supplemental Indenture as in this Section 8.02 permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 8.03 Reliance on Opinion of Counsel. The Trustee and the Issuer shall be entitled to rely upon an opinion of Counsel stating that a Supplemental Indenture is authorized or permitted by this Indenture, and prior to the execution and delivery of any Supplemental Indenture, the Trustee, the Issuer, the Servicer shall be furnished with an opinion of Bond Counsel stating that the provisions of such Supplemental Indenture will not cause the interest on the Tax-Exempt Bonds to be includable in gross income of Owners (other than an Owner who is a "substantial user" of the Project or a "related person" to a "substantial user," as defined in Section 147(a) of the Code) for purposes of federal income taxation.

Section 8.04 Consents Required. Anything herein to the contrary notwithstanding, a Supplemental Indenture described in Section 8.02 hereof which adversely affects any rights of the Borrower, the Servicer or the Trustee shall not become effective unless and until the affected party shall have consented in writing to the execution and delivery of such Supplemental Indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any Supplemental Indenture together with a copy of the proposed Supplemental Indenture to be mailed as provided in Section 4.05 with respect to the redemption of Bonds to the Borrower and the Servicer at least ten (10) days before the date of its proposed execution and delivery.

Section 8.05 Amendments of Loan Documents Not Requiring Consent of Owners of Bonds. The Issuer, the Trustee and the Borrower may, without the consent of or notice to any of the Owners of Bonds (but only with the consent of the Servicer) enter into any amendment, change or modification of any of the Loan Documents as may be required (a) by the provisions of the Loan Agreement or this Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission therein, (c) so as to add additional rights and remedies for the benefit of Owners of the Bonds, or (d) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or, in the judgment of the Servicer, the Owners of the Bonds.

Section 8.06 Amendments of Loan Documents Requiring Consent of Owners of Bonds. Except for the amendments, changes or modifications as provided in Section 8.05 hereof, none of the Issuer, the Trustee or the Borrower shall enter into any other amendment, change or modification of the Loan Documents without the mailing of notice and the written approval or consent of the Owners of not less than 66 2/3% in aggregate principal amount of the Outstanding Bonds; provided, however, that nothing in this Section or Section 8.05 hereof shall permit or be construed as permitting without the consent of the Owners of all of the Bonds (a) an extension of the time of the payment of any amounts payable under the Loan Documents, or (b) a reduction in the amount of any payment or in the total amount due under the Loan Documents. If at any time the Issuer, the Trustee or the Borrower shall desire the consent to any such proposed amendment, change or modification, the Trustee shall, upon being satisfactorily indemnified with respect to fees and expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided herein with respect to redemption of Bonds. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file at the Principal Office of the Trustee for inspection by all Owners of Bonds. If, within sixty (60) days, or such longer period as shall be prescribed by the Trustee as the case may be, following the mailing of such notice, the Owners of 66 2/3% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such amendment, change or modification shall have consented to and approved the execution thereof as hereto provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Borrower or the Issuer or the Trustee, as the case may be, from executing the same or from taking any action pursuant to the provisions thereof. The Issuer, or the Trustee as the case may be, shall have the right to extend from time to time the period within which such consent and approval may be obtained from Owners of the Bonds. Upon the execution of any such amendment, change or modification as in this Section permitted and provided, the Issuer Documents shall be and be deemed to be modified, changed and amended in accordance therewith.

ARTICLE IX

DISCHARGE

Section 9.01 Discharge of Indenture. If the Issuer shall pay, or there shall otherwise be paid, to the Owners of all Bonds the principal or redemption price, if applicable, and interest due thereon, at the times and in the manner stipulated therein and in this Indenture and if all Trustee Expenses and all amounts payable to the Issuer for its own account (including expenses and indemnification) shall be paid in full, then the pledge of revenues, other moneys and securities under this Indenture, and all covenants, agreements and other obligations of the Issuer to the Owners of Bonds, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Issuer to be prepared and filed with the Issuer and, upon the request of the Issuer, shall execute and deliver to the Issuer and the Borrower all such instruments as may be requested by the Borrower to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver as provided in Article V hereof all moneys or securities held by them pursuant to this Indenture (except as otherwise specified in Section 5.07) after the payment of principal or redemption price, if applicable, of or interest on Bonds. Notwithstanding the foregoing, upon such discharge the provisions of this Indenture relating to the Rebate Fund and Section 5.18(d) of the Loan Agreement shall continue in effect.

Section 9.02 Discharge by Delivery. The obligation to pay the principal of and interest on all or any portion of the Bonds (the "Bond Obligations") may be discharged by the delivery of the Bonds to the Trustee accompanied by written direction from the Owner(s) thereof to cancel such Bonds without payment (except as provided hereafter in this Section 9.02), and upon such delivery, such Bond Obligations shall be canceled and deemed paid. In the event only a portion of the Bond Obligations shall be canceled and deemed paid pursuant to the terms of this Section 9.02, those Bond Obligations which are not so canceled and deemed paid shall remain Outstanding for all purposes of this Indenture; provided that if all Outstanding Bonds shall be delivered to the Trustee in accordance with the terms of this Section 9.02 and all of the requirements for the discharge of this Indenture (other than the payment of Bond Obligations) shall be paid and satisfied in full, then the Trustee shall discharge and release the lien of this Indenture, assign to the Owner(s) of the Bonds all right, title and interest of the Trustee in and to the Note, the Loan Agreement and the other Loan Documents, deliver to the Owner(s) of the Bonds all moneys and securities held by the Trustee pursuant to this Indenture (except as otherwise specified in Section 5.07) up to an amount necessary to pay in full all of the principal of and interest on the Bonds through such cancellation and any other amounts due under the Loan Documents, and execute and deliver such releases or other instruments requisite to release the lien hereof.

Section 9.03 Discharge by Deposit. The obligation to pay the principal of and interest on all or a portion of the Bonds may be discharged if the Issuer or the Borrower has deposited or caused to be deposited, as trust funds, with the Trustee cash and/or Government Obligations which do not permit the redemption thereof at the option of the issuer thereof, the principal of and interest on which when due (or upon the redemption thereof at the option of the Owner), will, without reinvestment, provide cash which together with the cash, if any, on deposit with the Trustee at the same time, shall be sufficient, to pay and discharge the entire indebtedness on Bonds not theretofore canceled by the Trustee or delivered to the Trustee for cancellation by the payment of interest on and principal of the Bonds which have become due and payable or which shall become due at their stated maturity or redemption date, as the case may be (the "Defeasance Collateral"), and which are to be

discharged under the provisions hereof, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the Borrower. If the period over which payments will be made from the Defeasance Collateral is greater than ninety (90) days, the Borrower must also deliver to the Trustee a verification report prepared by a certified public accountant, with respect to the sufficiency of the Defeasance Collateral to make such payments. In addition, to discharge the obligation to pay the principal and interest on the Bonds pursuant to this Section 9.03, the Issuer or the Borrower must (i) obtain an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that all actions have been taken to cause the defeasance of this Indenture and such actions will not adversely affect the excludability of interest on the Tax-Exempt Bonds for federal income tax purposes under existing law, and (ii) provide written notice to the Servicer of such discharge at least thirty (30) days in advance.

ARTICLE X

MISCELLANEOUS

Section 10.01 Evidence of Signatures of Bond Owners and Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument that this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. The fact and date of the execution by any Owner of the Bonds or his attorney of such instruments may be proved by a guaranty of the signature thereon by a bank, trust company or national banking association or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument 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. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guaranty, certificate or affidavit also shall constitute sufficient proof of his authority.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same, shall be proved by the registry books maintained by the Trustee.

(c) Any request or consent by the Owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Issuer or any Trustee in accordance therewith.

Section 10.02 Bonds Not an Obligation of the State or Any Political Subdivision.

(a) Notwithstanding anything herein or in any other instrument to the contrary, the Bonds are limited obligations of the Issuer, payable solely from the Trust Estate and other funds and moneys pledged and assigned hereunder. None of the Issuer, the State, any political subdivision thereof (except the Issuer, to the limited extent set forth herein) or any public agency shall in any event be liable for the payment of the principal of, premium (if any) or interest on the bonds or for the performance of any pledge, obligation or agreement of any kind whatsoever except as set forth herein, and none of the Bonds or any of the Issuer's agreements or obligations shall be construed to constitute an indebtedness of or a pledge of the faith and credit, or taxing power of, or a loan of the

credit of, or a moral obligation of any of the foregoing within the meaning of any constitutional or statutory provision whatsoever.

No agreements or provisions contained in this Indenture nor any agreement, covenant or undertaking by the Issuer contained in any document executed by the Issuer in connection with the Project, or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Issuer or a charge against the general credit of the Issuer, or shall obligate the Issuer financially in any way except as may be payable from the repayments by the Borrower under the Loan Agreement and the proceeds of the Bonds and other amounts pledged hereunder as part of the Trust Estate. No failure of the Issuer to comply with any term, condition, covenant or agreement herein or in any document executed by the Issuer in connection with the issuance and sale of the Bonds shall subject the Issuer to liability for any claim for damages, costs or other financial or pecuniary charge except to the extent that the same can be paid or recovered from the repayments by the Borrower under the Loan Agreement or proceeds of the Bonds and other amounts pledged hereunder as part of the Trust Estate. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Issuer for any failure to comply with any term, condition, covenant or agreement herein, provided that no costs, expenses or other monetary relief shall be recoverable from the Issuer except as may be payable from the repayments by the Borrower or the proceeds of the Bonds and other amounts pledged hereunder as part of the Trust Estate.

(b) No recourse may be had for the enforcement of any obligation, promise or agreement of the Issuer contained herein, in any other Issuer Document, in the Loan Documents or in the Bonds or for any claim based hereon or thereon or otherwise in respect hereof or thereof against any officer, agent, attorney or employee, as such, in his individual capacity, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty otherwise. No personal liability whatsoever will attach to, or be incurred by, any officer, agent, attorney or employee as such, past, present or future, of the Issuer or of any successor entity, either directly or through the Issuer or any successor entity, under or by reason of any of the obligations, promises or agreements entered into in the Bonds or between the Issuer and the Trustee, whether contained herein or to be implied herefrom as being supplemental hereto; and all personal liability of that character against every such director, member, officer, agent, attorney and employee is, by the execution of this Indenture and as a condition of, and as part of the consideration for, the execution of this Indenture, expressly waived and released.

(c) Anything in this Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that (i) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Issuer by the Trustee or the Borrower as to the existence of any fact or state of affairs required hereunder to be noticed by the Issuer; (ii) the Issuer shall not be under any obligation hereunder to perform any record keeping or to provide any legal services; and (iii) none of the provisions of this Indenture shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall first have been adequately indemnified to its satisfaction against the cost, expenses, and liability which may be incurred thereby.

Section 10.03 Preservation and Inspection of Documents. All documents received by any Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject

at all reasonable times and upon reasonable prior notice to the inspection of the Issuer, any other Trustee, and any Owner of the Bonds and their agents and their representatives, any of whom may make copies thereof.

Section 10.04 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Issuer, the Trustee, the Servicer, the Borrower and the Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation of this Indenture; and all the covenants, stipulations, promises and agreements in this Indenture shall be for the sole and exclusive benefit of the Issuer, the Trustee, the Servicer, the Borrower and the Owners of the Bonds.

Section 10.05 No Recourse on the Bonds. No recourse shall be had for the payment of the principal or redemption price or purchase price of or interest on the Bonds or for any claim based thereon or on this Indenture or any other Issuer Document or the Loan Documents against any member, officer, employee or agent of the Issuer or any person executing the Bonds.

Section 10.06 Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the Issuer or any Trustee to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and in no way shall affect the validity of the other provisions of this Indenture.

Section 10.07 Successors. Whenever in this Indenture the Issuer is named or referred to, it shall be deemed to include any entity that may succeed to the principal functions and powers of the Issuer under the Act, and all the covenants and agreements contained in this Indenture by or on behalf of the Issuer shall bind and inure to the benefit of said successor whether so expressed or not.

Section 10.08 Notices, Demands and Requests. Except as otherwise provided in Section 4.05, all notices, demands and requests to be given or made under this Indenture to or by the Issuer or the Trustee shall be in writing and shall be sufficiently given and shall be deemed given (a) three days after mailing by certified mail, first-class, postage prepaid; (b) the Business Day after sending by expedited overnight delivery service; (c) the date of receipt if delivered by personal delivery; (d) if sent by facsimile transmission, the date of transmission, if receipt of such transmission is telephonically confirmed on such day and addressed to the Notice Address of the respective addressee. Either the Issuer or the Trustee may change the Notice Address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to the other party, which charge shall be effective upon receipt.

Section 10.09 Applicable Law; Venue. This Indenture shall be governed exclusively by the applicable laws of the State, and any action arising out of this Indenture or the Bonds shall be filed and maintained in the County of Contra Costa, California, unless the Issuer waives this requirement in writing.

Section 10.10 Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several Articles and Sections of this Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of, or be taken as an interpretation of any provision of this Indenture.

Section 10.11 Exclusion of Bonds. Bonds owned or held by or for the account of the Issuer or the Borrower shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the Issuer and the Borrower shall not be entitled with respect to such Bonds to give any consent or take any other action provided for herein, unless all of the Outstanding Bonds are then owned by such Person.

Section 10.12 Exempt from Individual Liability. No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future officer, director, employee or agent of the Issuer or the Trustee in his individual capacity, and neither the officers, directors, employees or agents of the Issuer or the Trustee executing the Bonds or this Indenture shall be liable personally on the Bonds or under this Indenture or be subject to any personal liability or accountability by reason of the issuance of the Bonds or the execution of this Indenture.

Section 10.13 Effective Date. This Indenture shall take effect immediately upon the execution and delivery by all of the parties hereto.

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IN WITNESS WHEREOF, the Issuer has caused these presents to be executed in its name by its duly authorized official; and to evidence its acceptance of the trusts created by this Indenture, the Trustee has caused these presents to be executed in its corporate name, as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

By:_____
John Kopchik, Director
Department of Conservation and Development

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By:_____
Authorized Signatory

EXHIBIT A

FORM OF BOND

SUBJECT TO THE EXCEPTIONS SET FORTH IN THE INDENTURE (HEREINAFTER DEFINED), THE PURCHASER OF THIS BOND MUST BE AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3), (7) or (8) OF REGULATION D UNDER THE SECURITIES ACT OF 1933, AS AMENDED OR A "QUALIFIED INSTITUTIONAL BUYER" WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT OF 1933 AND WILL BE REQUIRED TO EXECUTE AND DELIVER AN INVESTMENT LETTER AGREEMENT THAT WILL, AMONG OTHER THINGS, RESTRICT TRANSFER OF THIS BOND.

COUNTY OF CONTRA COSTA, CALIFORNIA
MULTIFAMILY HOUSING REVENUE BONDS
(EL CERRITO PLAZA – PARCEL A SOUTH),
[2025 SERIES A] [2025 SERIES B (FEDERALLY TAXABLE)]

No. R-1 $_____

Dated Date	*CUSIP*	*Maturity Date*	*Interest Rate*
November ___, 2025	None	November 1, 20__	As stated below

REGISTERED OWNER: JPMORGAN CHASE BANK, N.A.

PRINCIPAL AMOUNT: _____ DOLLARS

The COUNTY OF CONTRA COSTA, CALIFORNIA (hereinafter called the "Issuer"), a public body, corporate and politic, duly organized and validly existing under the laws of the State of California (the "State"), for value received promises to pay (but only from the sources and as hereinafter provided) to the Registered Owner specified above, or registered assigns, the principal amount of _____ Dollars ($_____), or so much of such maximum authorized principal amount as may have been purchased by the Owner of this Bond from time to time in accordance with the terms of this Bond and the Indenture (described below) on the Maturity Date specified above, upon presentation and surrender of this Bond at the principal office of U.S. Bank Trust Company, National Association or its successor as trustee (the "Trustee"), under the Indenture, and to pay (but only from the sources and as hereinafter provided) interest on said principal amount at the applicable interest rate set forth above, from and including the dated date hereof until the principal amount shall have been paid in accordance with the terms of this Bond and the Indenture, as and when set forth below, but only from the sources and as hereinafter provided, by wire transfer if there be one Owner of all of the Bonds or otherwise by check or draft mailed to the record Owners of Bonds as the same appear upon the books of registry to be maintained by the Trustee, as registrar.

This Bond is one of an authorized issue of Bonds of the Issuer designated County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), [2025 Series A] [2025 Series B (Federally Taxable)], and issued in the aggregate principal amount of $_____ (the "Bonds"). The Bonds are issued for the purpose of funding a loan to ECP Parcel A

South Housing Partners, L.P., a California limited partnership (the "Borrower"), in order to finance a portion of the costs of the construction and equipping of a 70-unit multifamily residential housing project in the County of Contra Costa, California (the "Project").

THIS BOND IS BEING ISSUED AS A DRAW-DOWN BOND, IN THAT THE HOLDERS OF THE BONDS WILL PURCHASE THE PRINCIPAL AMOUNT OF THE BONDS IN INSTALLMENTS, AT PAR, IN ACCORDANCE WITH THE TERMS OF AND AS REQUIRED BY THE INDENTURE. ACCORDINGLY, THE PRINCIPAL AMOUNT OF THE BONDS WHICH HAVE BEEN PURCHASED BY THE HOLDERS AND ARE OUTSTANDING AT ANY GIVEN TIME MAY BE LESS THAN THE MAXIMUM PRINCIPAL AMOUNT OF THE BONDS AS SET FORTH ON THE FACE OF THIS BOND. UPON EACH PURCHASE OF A PORTION OF THE PRINCIPAL AMOUNT OF THE BONDS IN ACCORDANCE WITH THE TERMS OF THE INDENTURE, THE TRUSTEE WILL NOTE ON A LOG MAINTAINED BY THE TRUSTEE FOR SUCH PURPOSE THE PRINCIPAL AMOUNT OF THE BONDS SO PURCHASED, THE DATE OF SUCH PURPOSE AND THE IDENTITY OF SUCH PURCHASER. THE RECORDS MAINTAINED BY THE TRUSTEE IN SUCH REGARD WILL BE CONCLUSIVE EVIDENCE OF THE PRINCIPAL AMOUNT OF THE BONDS WHICH HAVE BEEN PURCHASED AND ARE OUTSTANDING. IF PRESENTED TO THE TRUSTEE BY THE HOLDER OF THIS BOND, THE PRINCIPAL AMOUNT OF THE BONDS PURCHASED BY THE OWNER OF THIS BOND WILL BE NOTED BY THE TRUSTEE ON SCHEDULE 1 ATTACHED TO THIS BOND.

PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THIS BOND IS REQUIRED TO BE MADE DIRECTLY TO THE REGISTERED OWNER HEREOF WITHOUT NOTATION HEREON. IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER ALL OR ANY PART OF THE PRINCIPAL OF OR INTEREST ON THIS BOND HAS BEEN PAID.

This Bond is issued under and pursuant to the Trust Indenture dated as of November 1, 2025 between the Issuer and the Trustee (as amended and supplemented from time to time, the "Indenture"), and the Act (as that term is defined in the Indenture). Reference is made to the Indenture and the Act for a full statement of their respective terms. Capitalized terms used herein and not otherwise defined herein have the respective meanings accorded such terms in the Indenture, which is incorporated herein by reference. The Bonds issued under the Indenture are expressly limited to $[35,700,000] in aggregate principal amount at any time Outstanding and are all of like tenor, except as to interest rates, numbers and denominations. Pursuant to the Indenture, the Bonds are being issued concurrently with and on a parity with the County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), [2005 Series A][2025 Series B (Federally Taxable)], in the original aggregate principal amount of $_____. Pursuant to a Loan Agreement (the "Loan Agreement") and two Promissory Notes (the "Notes"), each dated November ___, 2025, the Borrower has agreed to make payments to the Trustee in amounts equal to amounts of principal of and interest on the Bonds and the [Taxable] [Tax-Exempt] Bonds.

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM THE TRUST ESTATE AND OTHER FUNDS AND MONEYS PLEDGED AND ASSIGNED UNDER THE INDENTURE. NEITHER THE ISSUER, THE STATE OF CALIFORNIA (THE "STATE"), NOR ANY POLITICAL SUBDIVISION THEREOF (EXCEPT THE ISSUER, TO THE LIMITED EXTENT SET FORTH IN THE INDENTURE) NOR ANY PUBLIC AGENCY SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE

PRINCIPAL OF, PREMIUM (IF ANY) OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER EXCEPT AS SET FORTH IN THE INDENTURE, AND NONE OF THE BONDS OR ANY OF THE ISSUER'S AGREEMENTS OR OBLIGATIONS SHALL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF OR A PLEDGE OF THE FAITH AND CREDIT, OR TAXING POWER OF, OR A LOAN OF THE CREDIT OF, OR A MORAL OBLIGATION OF ANY OF THE FOREGOING WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER.

THE OBLIGATIONS OF THE ISSUER ON THIS BOND ARE EXPRESSLY LIMITED TO AND ARE PAYABLE SOLELY FROM (I) THE PAYMENTS MADE PURSUANT TO THE LOAN AGREEMENT AND THE NOTE, AND THE SECURITY THEREFOR PROVIDED BY THE MORTGAGE AND THE SECURITY AGREEMENT (AS THOSE TERMS ARE DEFINED IN THE INDENTURE) AND ANY OTHER COLLATERAL SECURITY FROM TIME TO TIME HELD BY THE TRUSTEE, AND (II) ANY ADDITIONAL SECURITY PROVIDED IN THE INDENTURE.

Interest Rates. This Bond shall bear interest at the applicable rate for any applicable period set forth in the Indenture.

Usury. Notwithstanding any provision of this Bond to the contrary, in no event shall the interest contracted for, charged or received in connection with this Bond (including any other costs or considerations that constitute interest under the laws of the State which are contracted for, charged or received pursuant to this Bond) exceed the maximum rate of nonusurious interest allowed under the laws of the State as presently in effect and to the extent of any increase allowable by such laws. To the extent permitted by law, interest contracted for, charged or received on this Bond shall be allocated over the entire term of this Bond, to the end that interest paid on this Bond does not exceed the maximum amount permitted to be paid thereon by law. Excess interest, if any, provided for in this Bond, or otherwise, shall be canceled automatically as of the date of such acceleration or, if theretofore paid, shall be credited as principal paid on this Bond.

Registration and Transfer. THIS BOND IS SUBJECT TO THE TRANSFER RESTRICTIONS SET FORTH IN THE INDENTURE. This Bond is transferable by the registered owner hereof in person or by his attorney duly authorized in writing at the office of the Trustee as registrar, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond or Bonds, of any authorized denomination or denominations, of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange herefor. The Bonds are issuable as fully registered Bonds in Authorized Denominations as provided in the Indenture. The Issuer, the Trustee, and any other person may treat the person in whose name this Bond is registered on the books of registry as the Owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Bond be overdue, and no person shall be affected by notice to the contrary.

Redemption of Bonds. This Bond is subject to optional and mandatory redemption prior to maturity as a whole or in part at such time or times, under such circumstances, at such redemption prices and in such manner as is set forth in the Indenture.

Enforcement. Only the Servicer shall have the right to direct the Trustee to enforce the provisions of this Bond or the Indenture or to institute any action to enforce the covenants herein or therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. If an Event of Default occurs and is continuing, the principal of all Bonds then outstanding may be declared due and payable by the Servicer upon the conditions and in the manner and with the effect provided in the Indenture. As provided in the Indenture, and to the extent permitted by law, interest and a penalty rate of interest shall be payable on unpaid amounts due hereon.

Discharge. The Indenture prescribes the manner in which it may be discharged and after which the Bonds shall be deemed to be paid and no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of registration and exchange of Bonds and of such payment.

Modifications. Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

This Bond shall not be valid or obligatory for any purpose until it shall have been signed on behalf of the Issuer and such signature attested, by the officer, and in the manner, provided in the Indenture, and authenticated by a duly authorized officer of the Trustee, as Authenticating Agent.

It is certified and recited that all conditions, acts and things required by the statutes of the State or by the Act or the Indenture to exist, to have happened or to have been performed precedent to or in the issuance of this Bond exist, have happened and have been performed and that the issue of the Bonds, together with all other indebtedness of the Issuer, is within every debt and other limit prescribed by said statutes and said Act.

In the event of any inconsistency between the provisions of this Bond and the provisions of the Indenture, the provisions of the Indenture shall control.

IN WITNESS WHEREOF, the County of Contra Costa has caused this Bond to be executed in its name by the manual or facsimile signature of the Chair of the Board of Supervisors, all as of the Closing Date.

COUNTY OF CONTRA COSTA, CALIFORNIA

By:_____
Federal Glover,
Chair of the Board of Supervisors

FORM OF CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Indenture and issued under the provisions of the within mentioned Indenture.

Date of Authentication: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

FORM OF ASSIGNMENT

For value received the undersigned sells, assigns and transfers unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and irrevocably constitute(s) and appoints(s) _____ _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.	Note: The signatures(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

SCHEDULE A

COUNTY OF CONTRA COSTA, CALIFORNIA
MULTIFAMILY HOUSING REVENUE BONDS
(EL CERRITO PLAZA – PARCEL A SOUTH),
[2025 SERIES A] [2025 SERIES B (FEDERALLY TAXABLE)]

SCHEDULE OF DRAWINGS

Date	***Draw Amount***	***Outstanding Principal Amount***	***Signature of Trustee***
	$_____	$_____	

EXHIBIT B

FORM OF INVESTOR LETTER

_____, 20__

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553-4601
Attention: _____

U.S. Bank Trust Company, National Association
One California Street, Suite 1000
Mail Code: SF-CA-SFCT
San Francisco, CA 94111
Attention: Corporate Trust Department

Re: County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A and 2025 Series B (Federally Taxable)

Ladies and Gentlemen:

The undersigned (the "Investor") acknowledges receipt of $_____ in aggregate principal amount of the above-referenced bonds (the "Bonds").

The undersigned acknowledges that the Bonds were issued for the purpose of making a mortgage loan to assist in the financing of the construction and equipping of a certain 70-unit multifamily residential rental housing project located in the County of Contra Costa, California (the "Project"), as more particularly described in that certain Loan Agreement dated as of November 1, 2025 (the "Loan Agreement'), by and among the County of Contra Costa, California (the "Issuer"), ECP Parcel A South Housing Partners, L.P., a California limited partnership (the "Borrower"), and the Trustee (hereinafter defined). The undersigned further acknowledges that the Bonds are secured by a Trust Indenture dated as of November 1, 2025 (the "Indenture"), between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which creates a security interest in the trust estate described therein (the "Trust Estate") for the benefit of the Owners of the Bonds.

In connection with the purchase of the Bonds by the Investor, the Investor makes the following representations upon which you may rely:

1. The Investor has authority to purchase the Bonds and to execute this letter and any other instruments and documents required to be executed by the Investor in connection with the purchase of the Bonds.

2. The Investor is (i) an "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended) or an entity in which all of the equity owners are "accredited investors" as so defined (the foregoing collectively, "Accredited Investors") or a "qualified institutional buyer" (as defined in Rule 144A promulgated

under the Securities Act of 1933, as amended); or (ii) a bank, savings institution or insurance company (whether acting in a trustee or custodial capacity for any Accredited Investor or "qualified institutional buyer," each as defined in clause (i) above, or on its own behalf).

3. The Bonds are being acquired by the Investor for its own account and not with a view to, or for resale in connection with, any distribution of the Bonds, and the Investor intends to hold the Bonds for its own account and for an indefinite period of time. The Investor understands that it may need to bear the risks of this investment for an indefinite time, since any sale prior to maturity may not be possible.

4. The Investor understands that the Bonds are not registered under the Securities Act of 1933 and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating service and (d) will be delivered in a form which is not be readily marketable.

5. The Investor understands that (a) the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the Issuer, the State of California or any political subdivision thereof, (b) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of the Issuer, the State of California or any political subdivision thereof; and (c) the liability of the Issuer with respect to the Bonds is limited to the Trust Estate as set forth in the Indenture.

6. The Investor has either been supplied with or been given access to information, including financial statements and other financial information, to which a reasonable investor would attach significance in making investment decisions, and the Investor has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Borrower, the Project and the Bonds. The Investor has not relied upon the Issuer for any information in connection with its purchase of the Bonds.

7. The Investor acknowledges that neither the Issuer nor the Borrower has prepared an offering document with respect to the Bonds.

8. The Investor has made its own inquiry and analysis with respect to the Bonds and the security therefor, and other material factors affecting the security and payment of the Bonds. The Investor is aware that the business of the Borrower involves certain economic variables and risks that could adversely affect the security for the Bonds.

9. Subject to the exceptions set forth in Section 3.09 of the Indenture, the Investor acknowledges that it has the right to sell and transfer the Bonds, in accordance with the terms of the Indenture, subject to the delivery to the Trustee of an investor's letter from the transferee in substantially the form attached to the Indenture as Exhibit B, with no revisions except as may be approved in writing by the Issuer.

10. The Investor agrees to indemnify and hold harmless the Issuer with respect to any claim asserted against the Issuer that is based upon the sale, transfer or disposition of the Bonds by the Investor other than as permitted by the Indenture.

Capitalized terms used herein and not otherwise defined have the meanings given to such terms in the Indenture.

Very truly yours,

[INVESTOR]

By:_____
Signature

Printed Name_____

Title_____

EXHIBIT C

FORM OF PROJECT FUND REQUISITION

BORROWER: _____
PROJECT: _____
REQUISITION NO.: _____
In the Amount of $_____

TO: U.S. Bank Trust Company, National Association (the "Trustee")
One California Street, Suite 1000
Mail Code: SF-CA-SFCT
San Francisco, CA 94111
Attention: Corporate Trust Department

JPMorgan Chase Bank, N.A. (the "Majority Owner")
_____
_____
_____
Attention: _____

The Borrower requests payments in the following amounts, from the following sources and to be made to the following parties, all as set forth on the Borrower's Request for Payment attached to this Requisition:

Amount	***Source***	***Payable to:***
	[identify name of Account & Fund in Indenture or Capital Contributions]	[Borrower's account #] [third party payment/wire instructions must be attached]

Requisition - Contents and Attachments

☐ Borrower's Request for Payment
☐ Contractor's Application and Certification for Payment (AIA Form G-702) including change orders if applicable
☐ Paid Invoices Supporting Application-(AIA Form G-702), as appropriate
☐ Paid Invoices Supporting Borrower's Request for Payment, as appropriate
☐ Lien Waivers
☐ Architect's Certificate (If required by Majority Owner)
☐ Borrower's Representations and Warranties

The Borrower hereby certifies (a) (i) there has been received no notice of lien, any right to lien or attachment upon, or claim affecting the right of the payee to receive payment of, any of the monies payable under such requisition to any of the persons, firms or corporations named therein, and (ii) that any materials, supplies, or equipment covered by such requisition are subject to any lien or security interest, or if any notice of any such lien, attachment, claim or security interest has been received, such lien, attachment, claim or security interest has been released, discharged, insured or

bonded over or will be released, discharged, insured or bonded over upon payment of the requisition, (b) such requisition contains no items representing payment on account of any percentage entitled to be retained at the date of this certificate; (c) the obligations stated on the requisition has been incurred in or about the acquisition, construction or equipping of the Project, each item is a proper charge against the listed fund, and the obligation has not been the basis for a prior requisition that has been paid; (d) such requisition contains no items representing any Costs of Issuance under Section 147(g) of the Code; (e) not less 95% of the sum of (i) the amounts requisitioned by this requisition to be funded with the proceeds of the Bond plus (ii) all amounts allocated to the Bond previously disbursed from the Project Fund, have been or will be applied by the Borrower to pay Qualified Costs of the Project; (f) as of the date hereof, no event or condition has happened or is happening or exists that constitutes, or that with notice or lapse of time or both, would constitute an Event of Default under the Indenture, the Disbursement Agreement or the Loan Agreement or, to the knowledge of the undersigned, an Event of Default under the Indenture, and (g) such requisition complies with all applicable requirements of the Regulatory Agreement, as well as all applicable requirements of the Loan Agreement, Disbursement Agreement and Tax Certificate.

The Borrower requisitions the funds described above, and makes the representations and warranties attached hereto to the Issuer and the Trustee.

"**Borrower**":

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
Its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

El Cerrito Plaza MGP, LLC,
a California limited liability company,
Its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

The foregoing Requisition is approved by the Majority Owner.

"**Majority Owner**":

JPMORGAN CHASE BANK, N.A.

By:_____
Name:_____
Title:_____

COUNTY OF CONTRA COSTA, CALIFORNIA,
as Issuer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

And

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership
as Borrower

LOAN AGREEMENT

Dated as of November 1, 2025

Relating to

$[35,700,000]	**$_____**
County of Contra Costa, California	**County of Contra Costa, California**
Multifamily Housing Revenue Bonds	**Multifamily Housing Revenue Bonds**
(El Cerrito Plaza – Parcel A South),	**(El Cerrito Plaza – Parcel A South),**
2025 Series A	**2025 Series B (Federally Taxable)**

The interest of the County of Contra Costa, California (the "Issuer") in this Loan Agreement has been assigned (except for certain "Reserved Rights" as defined in this Loan Agreement) pursuant to the Trust Indenture dated as of the date hereof from the Issuer to U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), and is subject to the security interest of the Trustee thereunder.

TABLE OF CONTENTS

Page

ARTICLE I
DEFINITIONS

Section 1.1 Definitions 2
Section 1.2 Construction 6

ARTICLE II
REPRESENTATIONS AND COVENANTS

Section 2.1 Representations by the Issuer 6
Section 2.2 Representations by the Borrower 7
Section 2.3 Covenants by the Borrower 12

ARTICLE III
LOAN AND PROVISIONS FOR REPAYMENT

Section 3.1 Issuance of Bonds and Delivery of Note and other Loan Documents 14
Section 3.2 Loan Repayments and Other Amounts 14
Section 3.3 Payments Pledged and Assigned 16
Section 3.4 Obligations of Borrower Hereunder Unconditional 16

ARTICLE IV
ADVANCES

Section 4.1 Requisition 17

ARTICLE V
SPECIAL COVENANTS OF THE BORROWER

Section 5.1 Commencement and Completion of Project 17
Section 5.2 Records and Accounts 17
Section 5.3 Compliance with Laws, Contracts, Licenses, and Permits 17
Section 5.4 Use of Proceeds; Excess Project Costs 18
Section 5.5 Preservation of Tax Exemption 18
Section 5.6 Arbitrage and Tax Matters 18
Section 5.7 Indemnification 23

ARTICLE VI
OPTION AND OBLIGATIONS OF BORROWER TO PREPAY

Section 6.1 Optional Prepayment 25
Section 6.2 Mandatory Prepayment 26
Section 6.3 Amounts Required for Prepayment 26
Section 6.4 Cancellation at Expiration of Term 26

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default 27
Section 7.2 Remedies on Default 29
Section 7.3 No Remedy Exclusive 30
Section 7.4 Agreement to Pay Fees and Expenses of Counsel 30

TABLE OF CONTENTS
(continued)

Page

Section 7.5	No Additional Waiver Implied by One Waiver; Consents to Waivers	30
Section 7.6	Remedies Subject to Applicable Law	30
Section 7.7	Cure by Investor Limited Partner	30
Section 7.8	Issuer Exercise of Remedies	31

ARTICLE VIII
MISCELLANEOUS

Section 8.1	General Provisions	31
Section 8.2	Authorized Borrower Representative	32
Section 8.3	Binding Effect	32
Section 8.4	Execution in Counterparts	32
Section 8.5	Amendments, Changes and Modifications	32
Section 8.6	Severability	32
Section 8.7	Notices	33
Section 8.8	Applicable Law; Venue	33
Section 8.9	Debtor Creditor Relationship	33
Section 8.10	Usury; Total Interest	33
Section 8.11	Term of this Loan Agreement	33
Section 8.12	Non-Recourse	33
Section 8.13	Limitation on Liability of the Issuer; Issuer May Rely	34
Section 8.14	Waiver of Personal Liability	36
Section 8.15	PATRIOT Act Notice	36
Section 8.16	Assignment and Transfer of Note and Loan Documents	36

EXHIBIT A	LEGAL DESCRIPTION OF REAL ESTATE	A-1
EXHIBIT B	FORM OF PROMISSORY NOTES	B-1
EXHIBIT C	PROJECT APPROVALS TO BE OBTAINED	C-1
EXHIBIT D	FORM OF APPROVED RESIDENTIAL LEASE	D-1
EXHIBIT E	INSURANCE REQUIREMENTS	E-1
EXHIBIT F	FORM OF MONTHLY LEASE UP REPORT	F-1

LOAN AGREEMENT

This LOAN AGREEMENT dated as of November 1, 2025 (together with all supplements, modifications and amendments thereto, this "Loan Agreement"), among COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, duly organized and validly existing under the laws of the State of California (together with its successors and assigns, the "Issuer"), U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee under the herein defined Indenture (together with any successor trustee hereunder and their respective successors and assigns, the "Trustee"), and ECP PARCEL A SOUTH HOUSING PARTNERS, L.P., a California limited partnership (together with its successors and assigns, the "Borrower").

W I T N E S S E T H :

WHEREAS, pursuant to Chapter 7 of Part 5 of Division 31 of the California Health and Safety Code (collectively, the "Act"), the Issuer is authorized to issue one or more series of its revenue bonds and to loan the proceeds thereof to finance the acquisition, construction and equipping of residential rental housing facilities to provide housing for persons of low and very low income; and

WHEREAS, by proceedings adopted pursuant to and in accordance with the provisions of the Act, the Issuer has authorized the issuance of its Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A in the maximum aggregate principal amount of $[35,700,000] (the "Tax-Exempt Bonds") and its Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable), in the aggregate principal amount of $_____ (the "Taxable Bonds"; and, together with the Tax-Exempt Bonds, the "Bonds") to finance a portion of the costs of the acquisition, construction and equipping of a 70-unit residential rental development to be known as El Cerrito Plaza – Parcel A South (the "Project"); and

WHEREAS, pursuant to this Loan Agreement, the Issuer has agreed to issue the Bonds and to use proceeds of the Bonds to fund a loan to the Borrower (the "Loan"), and the Borrower has agreed to (i) apply the proceeds of the Loan to pay a portion of the costs of acquisition, construction and equipping of the Project, (ii) make payments sufficient to pay the principal of, premium, if any, and interest on the Bonds when due (whether at maturity, by redemption, acceleration or otherwise), and (iii) observe the other covenants and agreements and make the other payments set forth herein; and

WHEREAS, the Borrower has delivered to the Trustee, on behalf of the Issuer, two promissory notes dated the date of issuance of the Bonds in aggregate original principal amounts equal to the aggregate original principal amounts of the Tax-Exempt Bonds and the Taxable Bonds, respectively, in substantially the form set forth on Exhibit B hereto (as the same may be amended, modified or supplemented from time to time, collectively, the "Note") evidencing its obligation to repay the Loan; and

WHEREAS, to secure its obligations under the Loan Agreement and the Notes, the Borrower has executed a Construction and Permanent Leasehold Deed of Trust, Security Agreement, Assignment of Lease and Rents and Fixture Filing (as amended, modified or supplemented from time to time, the "Mortgage"), in favor of the Issuer, and (ii) an Assignment of Construction and Design

Agreements (as amended, modified or supplemented from time to time, the "Assignment of Project Documents") and (iii) an Collateral Assignment of Rights to Tax Credits and Partnership Interests (as amended, modified or supplemented from time to time, the "Security Agreement"), and certain other documents evidencing and securing the Loan, each dated as of even date with this Indenture.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. The following capitalized terms shall have the meanings specified in this Article unless the context requires otherwise. All other capitalized terms used herein which are not defined herein shall have the respective meanings ascribed thereto in the Indenture unless otherwise expressly provided or unless the context otherwise requires. The singular shall include the plural and the masculine shall include the feminine and neuter shall include the masculine or feminine.

"Accountant" means such independent certified public accountant or firm of independent certified public accountants, selected by the Borrower.

"Appraisal" means an appraisal of the market value of the Project performed by a qualified independent appraiser approved by the Servicer.

"Bank" means JPMorgan Chase Bank, N.A., and its successors and assigns.

"Capital Expenditures" means capital expenditures determined in accordance with generally accepted accounting principles relating to the repair, renovation or replacement of the Project.

"Co-General Partner" means _____, a _____, together with any permitted successors and assigns as co-general partner of Borrower.

["Completion Date" means [_____, 2028], as the same may be extended in accordance with the Construction Disbursement Agreement.]

"Construction Contract" means the contract to be executed within sixty (60) days of the Closing Date between the Borrower and its general contractor, providing for the construction and equipping of the Improvements and certification of Requisitions, among other things.

"Construction Disbursement Agreement" means the Construction and Permanent Loan Agreement of even date with this Loan Agreement, as amended, modified or supplemented from time to time, between the Borrower and the Bank.

"Control," "Controlled" and "Controlling" means, with respect to any Person, either (i) ownership directly or indirectly of more than 50% of all beneficial equity interest in such Person, or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the

management and policies of such Person, through the ownership of voting securities, by contract or otherwise.

"Default" or "Event of Default" means, when referring to: (i) the Indenture, an event or condition specified or defined as such by Article VI of the Indenture; and (ii) this Loan Agreement, an event or condition specified or defined as such by Section 7.1 hereof.

"Financing Statements" means Uniform Commercial Code Form 1 Financing Statement(s) from the Borrower and the Managing General Partner, and Co-General Partner for the benefit of the Trustee.

"General Partner Documents" means the Partnership Agreement.

"Generally Accepted Accounting Principles" means the principles that are (i) consistent with the principles promulgated or adopted by the Financial Accounting Standards Board and its predecessors, as in effect from time to time, and (ii) consistently applied with past financial statements of the Borrower adopting the same principles; provided, that a certified public accountant would, insofar as the use of such accounting principles is pertinent, be in a position to deliver an unqualified opinion (other than a qualification regarding changes in Generally Accepted Accounting Principles) as to financial statements in which such principles have been properly applied.

"Governmental Authority" means the United States, the State in which the Land is located and any political subdivision, agency, department, commission, board, bureau, authority or instrumentality of either of them, including any local authorities, or any other entity exercising executive, legislative, judicial, regulatory or administrative junctions of government, which has jurisdiction over the Land or the construction, equipping and operation of the Project thereon.

"Guarantor" means The Related Companies, L.P., a New York limited partnership.

"Guarantor Documents" means the Guaranty and the Environmental Indemnity.

"Hazardous Substances" has the meaning set forth for that term in the Environmental Indemnity.

"Improvements" means the 70-unit multifamily rental housing project with related site improvements and amenities to be located on the Land.

"Indebtedness" means all obligations, contingent and otherwise, that in accordance with Generally Accepted Accounting Principles should be classified upon the Obligor's balance sheet as liabilities, or to which reference should be made by footnotes thereto, including in any event and whether or not so classified: (a) all debt and similar monetary obligations, whether direct or indirect; (b) all liabilities secured by any deed to secure debt, mortgage, deed of trust, pledge, security interest, lien, charge or other encumbrance existing on property owned or acquired subject thereto, whether or not the liability secured thereby shall have been assumed; (c) all liabilities under capitalized leases; and (d) all guaranties, endorsements and other contingent obligations whether direct or indirect in respect of indebtedness of others, including the obligations to reimburse the issuer of any letter of credit for amounts drawn on such letter of credit.

"Initial Notification of Taxability" means the receipt by the Trustee or the Owner of a communication from the Internal Revenue Service or any court of competent jurisdiction to the effect

that interest on the Bonds is not excluded, or will not in the future be excluded, from the gross income of the owners of the Bonds for federal income tax purposes.

"Investor Limited Partner" means [FRE Enterprise Affordable Housing Fund I, LLLP], a [_____ limited liability limited partnership], or its affiliate(s), that has been admitted as a limited partner in accordance with the Partnership Agreement, together with its successors and assigns.

"Issuer Annual Fee" means the annual fee of the Issuer due and payable pursuant to Section 20 of the Regulatory Agreement.

"Issuer Issuance Fee" means an issuance fee in an amount equal to 0.25% of the original maximum aggregate principal amount of the Bonds ($_____) payable on or before the Closing Date pursuant to Section 20 of the Regulatory Agreement.

"Land" means the real property described in Exhibit A attached hereto.

"Lien" means any interest in the Project or any part thereof or any right therein, including without limitation any rents, issues, profits, proceeds and revenues therefrom, securing an obligation owed to, or a claim by, any Person, whether such interest is based on the common law, statute or contract, and including but not limited to the lien and security interest arising from a deed to secure debt, mortgage, deed of trust, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" shall also include any and all reservations, exceptions, encroachments, easements, rights of way, covenants, conditions, restrictions, leases and other title exceptions and encumbrances affecting the Project or any part thereof or any interest therein.

"Loan Fees" means loan fees payable by the Borrower to the Bank in accordance with the Borrower's agreement with the Bank.

"Managing General Partner" means El Cerrito Plaza MGP, LLC, a California limited liability company, together with any permitted successors and assigns as managing general partner of Borrower.

"Obligor(s)" means the Borrower, the Co-General Partner, the Managing General Partner and the Guarantor.

"Organizational Documents" means for any corporation, partnership, trust, limited liability company, limited liability partnership, unincorporated association, business or other legal entity, the documents pursuant to which such entity has been established or organized, as such documents may be amended from time to time in accordance with the terms of this Loan Agreement.

"Partnership Agreement" means the [Amended and Restated Agreement of Limited Partnership], dated as of the Closing Date, by and among _____, a California limited liability company, as Administrative General Partner; _____, a California limited liability company, as Managing General Partner; _____, a _____, as Investor Limited Partner; _____, a _____, as Special Limited Partner; and [The Nicholas Company, Inc., a Delaware corporation], as the Withdrawing Limited Partner, as such agreement may be supplemented or amended.

"Partnership Documents" means, collectively, the Partnership Agreement and any other documents that govern the formation, organization, management and funding of Borrower's partnership.

"Permitted Encumbrances" shall have the meaning ascribed to such term in the Construction Disbursement Agreement.

"Personal Property" means all materials, furnishings, fixtures, furniture, machinery, equipment and all items of tangible or intangible personal property now or hereafter owned or acquired by the Borrower in which the Issuer has been or will be granted an interest to secure the obligations of the Borrower under the Loan Documents.

"Plans and Specifications" means the plans and specifications for the Project approved by the County as the same may be amended, modified or supplemented with the approval of the County.

"Project Revenues" means, for any period, the revenues actually collected during such period (a) generated from all tenants and others occupying or having a right to occupy or use the Project or any portion thereof (including revenue from Section 8 vouchers and other operating subsidies), adjusted to reflect rental concessions over the term of any applicable lease, and (b) from the use and occupancy of any amenities and services of the Project, including vending machine income, net cable TV revenues, laundry service and parking income, but exclusive of (i) capital contributions, (ii) net proceeds from the sale or refinancing of the Project, (iii) net proceeds of insurance (other than proceeds of loss of rent insurance to the extent paid for apartment units occupied at the time of the loss), and net condemnation awards, (iv) security deposits and prepaid rents to the extent not permitted to be released to the Borrower pursuant to the terms of leases, and (v) interest earnings.

"Related Person" means a "related person" as defined in Section 147(a) of the Code.

"Replacement Reserve" shall have the meaning ascribed to that term in the Replacement Reserve Agreement.

"Replacement Reserve Agreement" means that certain Replacement Reserve Agreement, dated as of _____, by and between the Borrower and the Bank.

"Reserved Rights" means, the rights of the Issuer hereunder pursuant to Sections 2.3(a), 2.3(b), 2.3(c), 2.3(d), 2.3(f), 2.3(g), 3.2(c), 3.2(d), 3.2(f), 5.5, 5.6, 5.7, 6.3(a)(ii), 7.4, 7.8, 8.1, 8.12, 8.13, 8.14, and 8.15 hereof, and the right to demand specific performance under the Regulatory Agreement, which are retained and not assigned to the Trustee pursuant to the Indenture.

"Retainage" shall the meaning ascribed to such term in the Construction Disbursement Agreement.

"Secured Property" shall have the meaning ascribed to such term in the Mortgage.

"Single Purpose Entity" means an entity that: (i) is formed solely for the purpose of owning and operating a single asset; (ii) does not engage in any business unrelated to such asset; (iii) keeps its own books and records and its own accounts, separate and apart from the books, records and accounts of any other Person; and (iv) holds itself out as being a legal entity, separate and apart from any other Person.

"Special Limited Partner" means _____, a _____ corporation, together with its permitted successors and assigns.

"Survey" means an instrument survey of the Land and the Improvements prepared in accordance with the Servicer's survey requirements, such survey to be reasonably satisfactory to the Servicer in form and substance.

"Tax Credits" means the federal low income housing credits available with respect to the Project.

"Tax and Insurance Fund" has the meaning ascribed to such term in the Indenture.

"Title Insurance Company" means Old Republic National Title Insurance Company.

"Title Policy" means an ALTA standard form title insurance policy issued by the Title Insurance Company for the benefit of the Trustee and, its successors and assigns, as their interests may appear (with such reinsurance or co-insurance as the Servicer may require, any such reinsurance to be with direct access endorsements) insuring the priority of the Mortgage and that the Borrower holds a marketable leasehold interest in the Land and fee interest in the Improvements, subject only to Permitted Encumbrances and such exceptions as the Servicer may approve, and containing such endorsements and affirmative insurance as the Servicer in its discretion may require.

Section 1.2 Construction. In this Loan Agreement, unless the context otherwise requires:

(a) Articles and Sections referred to by number shall mean the corresponding Articles and Sections of this Loan Agreement.

(b) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms refer to this Indenture, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of adoption of this Loan Agreement.

(c) Words of the masculine gender shall mean and include correlative words of the female gender or the neuter, and words importing the singular number shall mean and include the plural number and vice versa.

(d) References in this Indenture to particular sections of the Code, the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignation for codification purposes.

ARTICLE II

REPRESENTATIONS AND COVENANTS

Section 2.1 Representations by the Issuer. The Issuer makes the following representations as of the date of the execution and delivery of this Loan Agreement as the basis for the undertakings on its part herein contained:

(a) The Issuer is a public body, corporate and politic, duly organized and validly existing under the the laws of the State of California.

(b) The Issuer has power and lawful authority to adopt the Resolution, to execute and deliver the Issuer Documents, to issue the Bonds and receive the proceeds of the Bonds, to apply or cause to be applied the proceeds of the Bonds to make the Loan, to assign the revenues derived and to be derived by the Issuer from the Loan to the Trustee, and to perform and observe the provisions of the Issuer Documents and the Bonds on its part to be performed and observed.

(c) The Issuer has duly authorized the execution and delivery of the Issuer Documents and the issuance, execution, sale and delivery of the Bonds, and the performance of the obligations of the Issuer thereunder.

(d) To the best knowledge of the Issuer, there is no litigation pending or, to the knowledge of the Issuer, threatened, in any court, either state or federal, calling into question (i) the creation, organization or existence of the Issuer, (ii) the validity of the Issuer Documents or the Bonds, (iii) the authority of the Issuer to adopt, make or perform, as the case may be, the Issuer Documents or to issue, execute and deliver the Bonds or (iv) the exclusion from gross income of interest on the Bonds for purposes of federal income taxation.

(e) All actions on the part of the Issuer necessary for the execution and delivery of the Issuer Documents, the issuance, execution, sale and delivery of the Bonds and the performance by the Issuer of its obligations thereunder have been duly and effectively taken. To the best knowledge of the Issuer, no consent, authorization or approval of, or filing or registration with, any governmental or regulatory body is required on the part of the Issuer for the execution and delivery of the Issuer Documents, the issuance, execution, sale and delivery of the Bonds, or the performance by the Issuer of its obligations under the Issuer Documents or the Bonds, except the aforesaid action on the part of the Issuer which has been duly and effectively taken.

(f) The Issuer makes no representation or warranty, express or implied, that the proceeds of the Bonds will be sufficient to finance the acquisition, construction and equipping of the Project or that the Project will be adequate or sufficient for the Borrower's intended purposes.

(g) The Issuer has used no broker in connection with the execution hereof and the transactions contemplated hereby.

Section 2.2 Representations by the Borrower. The Borrower makes the following representations and warranties, and covenants and agrees as follows, as of and from the date of the execution and delivery of this Loan Agreement as the basis for the undertakings on its part herein contained:

(a) The Borrower is, and at all times will be, a limited partnership in good standing under the laws of the State, has full legal right, power and authority to lease the Land, develop the Improvements, operate the Project, enter into this Loan Agreement and the Loan Documents and to carry out and consummate all transactions contemplated hereby and by the Loan Documents, and by proper corporate action has duly authorized the execution, delivery and performance of this Loan Agreement and the Loan Documents. The Managing General Partner is, and at all time will be, a limited liability company, duly organized, validly existing and in good standing under the laws of the State. The officers of the Borrower executing this Loan Agreement and the Loan Documents are duly and properly in office and fully authorized to execute the same. This Loan Agreement and the Loan Documents have been duly authorized, executed and delivered by the Borrower.

(b) The execution and delivery of this Loan Agreement and the Loan 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 the Partnership Agreement of the Borrower, or to the best knowledge of the Borrower and with respect to the Borrower, any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower 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 Borrower, 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 this Loan Agreement or the Loan Documents, or the financial condition, assets, properties or operations of the Borrower.

(c) This Loan Agreement and the Loan Documents will constitute the legal, valid and binding agreements of the Borrower enforceable against the Borrower 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 consent or approval of any trustee or holder of any indebtedness of the Borrower, and to the best knowledge of the Borrower and with respect to the Borrower, 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 this Loan Agreement or the Loan 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.

(e) The Borrower is, and will at all times be, a Single Purpose Entity. The address of the Borrower's chief executive office and principal place of business is [44 Montgomery Street, Suite 1310, San Francisco, CA 94104, Attention: _____]. The organizational identification number for the Borrower is _____. The federal employer identification number for the Borrower is 92-3961784.

(f) On the Closing Date, the Borrower will hold a leasehold interest in the Land and fee interest in the current and to be built Improvements, in each case subject only to the Permitted Encumbrances. The Borrower possesses, and will at all times possess, all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Project, without any known conflict with any rights of others parties.

(g) The Borrower is not subject to any charter, partnership or other legal restriction, or any judgment, decree, order, rule or regulation that has or is expected in the future to have a materially adverse effect on the business assets or financial condition of the Borrower. The Borrower is not, and will not be, a party to any contract or agreement that has or is expected, in the

judgment of the Borrower's general partners, to have any materially adverse effect on the business or financial condition of the Borrower.

(h) The Borrower is not and will not at any time be, in violation of any provision of its Organizational Documents or any agreement or instrument to which it may be subject or by which it or any of its properties may be bound or any decree, order, judgment, statute, license, rule or regulation, in any of the foregoing cases in a manner that could result in the imposition of substantial penalties or adversely affect the financial condition, properties or business of the Borrower.

(i) The Borrower and each Obligor (i) has made or filed, and will make or file in a timely fashion, all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, (ii) has paid, and will pay before delinquency, all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and by appropriate proceedings, (iii) if a partnership, limited liability partnership or limited liability company, has, and will maintain, partnership tax classification under the Code, and (iv) has set aside, and will at all times set aside, on its books provisions reasonably adequate for the payment of all taxes for periods subsequent to the period to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the partners, officers, members or trustees of the Borrower know of no basis for any such claim. The Borrower has filed, and will continue to file, all of such tax returns, reports, and declarations either (x) separately from any Affiliate or (y) if part of a consolidated filing, as a separate member of any such consolidated group.

(j) The Project is located wholly within the County of Contra Costa, California and within the jurisdiction of the Issuer.

(k) There is no Event of Default on the part of the Borrower or, to the best of Borrower's knowledge, any Obligor under this Loan Agreement or any other Loan Document, any General Partner Document, any Guarantor Document or any Organizational Document, and no event has occurred and is continuing which after notice or passage of time or both would give rise to a default under any thereof. The Borrower has received no notices of and has no knowledge of any violations of any Legal Requirements or conditions of approval or other requirements relating to the development or operation of the Project issued by any Governmental Authority.

(l) The certifications, representations, warranties, statements, information and descriptions contained in the Loan Documents and in the Borrower's Tax Certificate, as of the date of the first authentication and delivery of the Bonds, are and will be true, correct and complete, do not and will not contain any untrue statement or misleading statement of a material fact, and do not and will not omit to state a material fact required to be stated therein or necessary to make the certifications, representations, warranties, statements, information and descriptions contained therein, in light of the circumstances under which they were made, not misleading. The estimates and the assumptions contained in the Loan Documents and in the Borrower's Tax Certificate, as of the date of the first authentication and delivery of the Bonds, are reasonable and based on the best information available to the Borrower. Each of the certifications, representations, warranties, statements, information and descriptions contained in the Borrower's Tax Certificate is hereby incorporated into this Loan Agreement by reference, as if fully set forth herein.

(m) The Borrower has furnished to the Issuer, in the Tax Certificate, all information necessary for the Issuer to file an IRS Form 8038 with respect to the Bonds, and all of such information is and will be on the date of filing, true, complete and correct.

(n) The Borrower is not contemplating either the filing of a petition by it, by the Managing General Partner, or by the Co-General Partner under any state or federal bankruptcy or insolvency law or the liquidation of all or a major portion of its property, and the Borrower has no knowledge of any Person contemplating the filing of any such petition against it or any Obligor.

(o) The Borrower is not an "employee benefit plan," as defined in Section 3(3) of ERISA, subject to Title I of ERISA, and none of the assets of the Borrower constitutes or will constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. Section 2510.3-101.

(p) No part of the proceeds of the Loan will be used for the purpose of purchasing or acquiring any "margin stock" within the meaning of Regulation U of the Board of Governors of the Federal Reserve System or for any other purpose that would be inconsistent with such Regulation U or any other Regulation of such Board of Governors, or for any purpose prohibited by Legal Requirements or any Loan Document.

(q) The Borrower is not (i) an "investment company" or a company "controlled" by an "investment company," within the meaning of the Investment Company Act of 1940, as amended; (ii) a "holding company" or a "subsidiary company" of a "holding company" or an "affiliate" of either a "holding company" or a "subsidiary company" within the meaning of the Public Utility Holding Company Act of 1935, as amended; or (iii) subject to any other federal or state law or regulation which purports to restrict or regulate its ability to borrow money.

(r) The Borrower has not entered into the Loan or any Loan Document with the actual intent to hinder, delay, or defraud any creditor, and the Borrower has received reasonably equivalent value in exchange for its obligations under the Loan Documents. Giving effect to the transactions contemplated by the Loan Documents, the fair saleable value of the Borrower's assets exceeds and will, immediately following the execution and delivery of the Loan Documents, exceed the Borrower's total liabilities, including subordinated, unliquidated, disputed or contingent liabilities. The fair saleable value of the Borrower's assets is and will, immediately following the execution and delivery of the Loan Documents, be greater than the Borrower's probable liabilities, including the maximum amount of its contingent liabilities or its debts as such debts become absolute and matured. The Borrower's assets do not and, immediately following the execution and delivery of the Loan Documents, will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted. The Borrower does not intend to, and does not believe it will, incur debts and liabilities (including contingent liabilities and other commitments) beyond its ability to pay such debts as they mature (taking into account the timing and amounts to be payable on or in respect of obligations of the Borrower).

(s) No written information, exhibit or report furnished to the Issuer by the Borrower in connection with the negotiation of this Loan Agreement or the Loan Documents 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.

(t) 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 Borrower, threatened, against or affecting the Borrower or the assets, properties or operations of the Borrower which, if determined adversely to the Borrower or its interests, would have a material adverse effect upon the consummation of the transactions contemplated by, or the validity of, this Loan Agreement or the Loan Documents, or upon the financial condition, assets, properties or operations of the Borrower, and the Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) 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 might have consequences that would materially and adversely affect the consummation of the transactions contemplated by this Loan Agreement or the Loan Documents, or the financial condition, assets, properties or operations of the Borrower. All tax returns (federal, state and local) required to be filed by or on behalf of the Borrower have been filed, and all taxes shown thereon to be due, including interest and penalties, except such, if any, as are being actively contested by the Borrower in good faith, have been paid or adequate reserves have been made for the payment thereof which reserves, if any, are reflected in the audited financial statements described therein. The Borrower enjoys the peaceful and undisturbed possession of all of the premises upon which it is operating its facilities.

(u) All utility services necessary and sufficient for the construction, equipping and operation of the Project shall be, upon Completion of the Project, and thereafter will at all times be, available through dedicated public rights of way or through perpetual private easements with respect to the Borrower's interest in which the Mortgage creates a valid and enforceable first priority mortgage lien. The Borrower has obtained, or promptly will obtain, all utility installations and connections required for the operation and servicing of the Project for its intended purposes.

(v) The rights of way for all roads necessary for the full utilization of the Project for its intended purposes as required by applicable government authorities have either been acquired by the appropriate Governmental Authority or have been dedicated to public use and accepted by such Governmental Authority. All such roads shall have been completed, and the right to use all such roads, or suitable substitute rights of way approved by the initial Servicer, shall be maintained at all times for the Project. All curb cuts and driveways shown on the Plans and Specifications are existing or have been fully approved by the appropriate Governmental Authority and after the completion thereof, shall be maintained at all times for the Project.

(w) The acquisition, construction, equipping, use and occupancy of the Project will at times comply with all Legal Requirements. The Borrower will give all notices to, and take all other actions with respect to, such Governmental Authorities as may be required under applicable Legal Requirements to construct and equip the Improvements and to use, occupy and operate the Project.

(x) The Borrower is not in default or violation of any order, writ, injunction, decree or demand of any Governmental Authority, the violation of which might materially adversely affect the condition (financial or otherwise) or business of the Borrower. There has not been and shall never be committed by the Borrower any act or omission affording any Governmental Authority the right of forfeiture as against the Project or any part thereof or any moneys paid in performance of the Borrower's obligations under any Loan Document.

(y) The Construction Contract is in full force and effect and each of the parties thereto are in full compliance with their respective obligations thereunder. The work to be performed under the Construction Contract is the work called for by the Plans and Specifications, and all work required to complete the Improvements in accordance with the Plans and Specifications is provided for under the Construction Contract.

(z) Each Requisition submitted by the Borrower shall contain an affirmation that the foregoing representations and warranties remain true and correct as of the date hereof.

Section 2.3 Covenants by the Borrower. The Borrower hereby covenants and agrees that, on and after the Closing Date, it will:

(a) Give written notice promptly, and in any event at least thirty (30) days prior to the closing thereof, of any intended refinancing of the Project to the Issuer, the Trustee and the Servicer;

(b) Comply with all Legal Requirements and promptly furnish the Issuer, the Trustee and the Servicer with reports of any official investigations made by any Governmental Authority and any claims of violations thereof;

(c) Upon reasonable notice and at reasonable times, permit the Servicer, the Majority Owner, the Issuer and the Trustee (or their representatives) to enter upon the Land and inspect the Project;

(d) Indemnify the Issuer, the Trustee, the Owners and the Servicer against claims of brokers arising by reason of the execution hereof or the consummation of the transactions contemplated hereby;

(e) Deliver to the Servicer and the Issuer copies of all leases (other than leases to residential tenants or office space tenants in the ordinary course of business in the form set forth in Exhibit D hereto) with respect to the Project or any portion thereof, whether executed before or after the date of this Loan Agreement;

(f) Not enter into, cancel or amend in any material respect any agreement for the furnishing of management or similar services to the Project, without the prior written consent of the Servicer and the Issuer, such consent not to be unreasonably withheld or delayed;

(g) Comply with all restrictions, covenants and easements affecting the Land or the Project;

(h) Take, or require to be taken, such acts as may be required under applicable law or regulation in order that the interest on the Bonds continues to be excludable from gross income for purposes of federal income taxation, and refrain from taking any action which would adversely affect the exclusion from gross income of interest on the Bonds from federal income taxation;

(i) Perform and satisfy all the duties and obligations of the Borrower set forth and specified in the Indenture as duties and obligations of the Borrower, including those duties and obligations which the Indenture requires this Loan Agreement or the other Loan Documents to impose upon the Borrower;

(j) Promptly notify the Issuer, the Trustee and the Servicer in writing of any (i) default by the Borrower in the performance or observance of any covenant, agreement, representation, warranty or obligation of the Borrower set forth in this Loan Agreement or any other Loan Documents or (ii) any event or condition which with the lapse of time or the giving of notice, or both would constitute an Event of Default under this Loan Agreement or any other Loan Documents; and commence, pursue and complete construction and equipping of the Improvements as provided herein and in the Construction Disbursement Agreement;

(k) Pay all third-party fees of the financing, including but not limited to the following:

(i) All taxes and assessments of any type or character charged to the Issuer or to the Trustee affecting the amount available to the Issuer or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, that the Borrower shall have the right to protest any such taxes or assessments and to require the Issuer or the Trustee, at the Borrower's expense, to protest and contest any such taxes or assessments levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Issuer or the Trustee;

(ii) All reasonable fees, charges and expenses of the Trustee and the Servicer for services rendered under the Indenture and/or the Loan Agreement, including, but not limited to, the Trustee Expenses, as and when the same become due and payable;

(iii) The Issuer Issuance Fee and the Issuer Annual Fee, payable to the Issuer as set forth in Section 20 of the Regulatory Agreement, and the reasonable fees and expenses of the Issuer or any agents, attorneys, accountants, consultants selected by the Issuer to act on its behalf in connection with this Loan Agreement, the Regulatory Agreement, the Bonds or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of the Bonds or in connection with any litigation which may at any time be instituted involving this Loan Agreement, the Regulatory Agreement, other Issuer Documents, the Bonds or the Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Borrower, its properties, assets or operations or otherwise in connection with the administration of the foregoing; and

(iv) These obligations and those in Sections 5.6 and 5.7 shall remain valid and in effect notwithstanding repayment of the Loan hereunder or termination of this Loan Agreement.

The Borrower acknowledges that, to the extent that regulations of the Comptroller of the Currency or any other applicable regulatory agency require granting the Borrower the right to receive brokerage confirmations of securities transactions as they occur, the Borrower specifically waives the right to receive such confirmations.

ARTICLE III

LOAN AND PROVISIONS FOR REPAYMENT

Section 3.1 Issuance of Bonds and Delivery of Note and other Loan Documents.

(a) In order to finance a portion of the costs of the acquisition, construction and equipping of the Project, the Issuer has, consistent with its duties and purpose under the Act, issued and caused the Trustee to authenticate and deliver the Bonds pursuant to the Indenture to the initial Owner. The Bonds bear interest and are payable as provided therein and in the Indenture. The Bonds shall mature and all Outstanding principal of, interest and Additional Interest (if any) on the Bonds shall be due and payable in full on the Maturity Date, all as provided more fully in the Bonds and the Indenture.

(b) The Issuer agrees to lend the proceeds received from the sale of the Bonds to the Borrower, by causing such amounts to be deposited directly into the Project Fund, subject to the terms and conditions of the Indenture and this Loan Agreement, including the terms and conditions thereof and hereof governing the disbursement of proceeds of the Loan.

(c) Pursuant to the Indenture, the Trustee shall make disbursements from the Project Fund created pursuant to the Indenture to pay or to reimburse the Borrower for costs of the acquisition, construction and equipping of the Project, subject to the conditions of the Indenture and this Loan Agreement. Upon receipt of a properly signed Requisition approved by the Servicer (which approval of the Servicer is expressly subject to the satisfaction of the conditions precedent set forth in the Construction Disbursement Agreement), the Trustee is authorized to act upon such Requisition without further inquiry, and, except for negligence after notice of facts to the contrary or willful misconduct of the Trustee, the Borrower shall hold the Trustee harmless against any and all losses, claims or liabilities incurred in connection with the Trustee's making disbursements from the Project Fund in accordance with such Requisition. Neither the Trustee nor the Issuer shall be responsible for the application by the Borrower of moneys properly disbursed from the Project Fund.

(d) Concurrently with the sale and delivery of the Bonds, and to evidence further the obligation to repay the Loan in accordance with the provisions of this Loan Agreement, the Borrower has executed and delivered the Tax-Exempt Note and the Taxable Note and the other Loan Documents. The Tax-Exempt Note and the Taxable Note shall be in the original aggregate principal amounts of, and shall bear interest at the same rates per annum as, the Tax-Exempt Bonds and the Taxable Bonds, respectively.

Section 3.2 Loan Repayments and Other Amounts.

(a) The Borrower shall pay to the Trustee, for deposit into the Revenue Fund, on the first day of each month commencing _____ 1, 2025 and continuing until the Conversion Date, an amount equal to the sum of (i) the interest due on the Bonds on said date, plus (ii) amounts required to be deposited into the Tax and Insurance Fund pursuant to [the Construction Disbursement Agreement] [KMO – IS THIS CORRECT?] as of such date. On and after the Conversion Date, the Borrower shall pay to the Trustee, for deposit into the Revenue Fund, principal, interest and other amounts due and payable pursuant to the terms of the Note, at the times required thereby, and shall pay to the Trustee, for delivery by the Trustee to Bank, any amount then required to be deposited into the Replacement Reserve pursuant to the Replacement Reserve Agreement and any amount then

required to be deposited into the Operating Reserve pursuant to [the Construction Disbursement Agreement] [KMO – IS THIS CORRECT?]. Amounts so paid to the Trustee by the Borrower shall be in immediately available funds or shall be such that on the Bond Payment Date they are available funds.

(b) The Borrower understands that the interest rates applicable under the Tax-Exempt Note and with respect to the Tax-Exempt Bonds are based upon the assumption that interest income paid on the Tax-Exempt Bonds will be excludable from the gross income of the Owners under Section 103 of the Code (except to the extent that an Owner is a "substantial user" of the Project within the meaning of Section 147(a) of the Code or a Related Person to such substantial user) and applicable state law. In the event that an Initial Notification of Taxability shall occur, then the interest rates on the Tax-Exempt Note and the Tax-Exempt Bonds, and on all obligations under this Loan Agreement (other than the Taxable Note and those obligations to which the Alternative Rate applies) shall, effective on the date of such Initial Notification of Taxability, be increased to a rate equal to the taxable rate, described in the Notes. The Borrower shall, in addition, pay to the Trustee, for deposit into the Revenue Fund, promptly upon demand from the Trustee or the Servicer, an amount equal to the Additional Interest payable on the Tax-Exempt Bonds. The Borrower shall also indemnify, defend and hold the Owners harmless from any penalties, interest expense or other costs, including reasonable attorneys' fees (including all reasonably allocated time and charges of Owners' and Trustee's "outside" counsel) and accountants' costs, resulting from any dispute with the Internal Revenue Service concerning the proper tax treatment of the Tax-Exempt Bonds and any interest payable to any Owner with respect to the Tax-Exempt Bonds. The obligations of the Borrower under this Section 3.2(b) shall survive termination of this Loan Agreement and the Tax-Exempt Note and repayment of the Loan. If, following any increase in interest rates pursuant to this Section 3.2(b), a final determination is made, to the satisfaction of the Owners, that interest paid on the Tax-Exempt Bonds is excludable from the Owners' gross income under Section 103 of the Code except to the extent that an Owner is a "substantial user" of the Project or a "related person" within the meaning of Section 147(a) of the Code) and applicable state law, the Owners shall promptly refund to the Borrower any Additional Interest and other additional amounts paid by the Borrower pursuant to this Section 3.2(b).

(c) The Borrower agrees to pay the Trustee Fee and Trustee Expenses to the Trustee and agrees to pay the Issuer Issuance Fee and the Issuer Annual Fee to the Issuer. The Borrower also agrees to pay all fees, charges and expenses of the Trustee and the Issuer, respectively (including, without limitation, the reasonable, actually incurred fees and expenses of counsel to the Issuer, Bond Counsel and counsel to the Trustee), as and when the same become due. The Borrower also agrees to pay the printing and engraving costs of the Bonds, including any certificates required to be prepared for use in connection with any exchanges of Bonds for the cost of which Owners are not liable. The Borrower also agrees to pay the Loan Fees to the Bank on or before the Closing Date, to pay the fees of the Majority Owner and the Servicer, and to pay all reasonable costs and expenses incurred by the Majority Owner and the Servicer in connection with the administration of the Bonds, the Loan or the collateral therefor, and any amendments, modifications or "workouts" thereof, including without limitation reasonable attorneys' fees and costs (including allocated costs of in-house attorneys), fees and costs of engineers, accountants, appraisers and other consultants, title insurance premiums and recording costs upon receipt of written demand therefor.

(d) The Borrower agrees to pay all Costs of Issuance (in addition to those Costs of Issuance otherwise required to be paid by this Section 3.2).

(e) The Borrower agrees to pay any Prepayment Equalization Payments at the times and in the amounts the same become payable pursuant to the Indenture or the Note.

(f) The Borrower agrees to pay, as and when the same become due, to the Issuer, the Servicer or the Trustee any extraordinary expenses, including, without limitation, any costs of litigation, which may be incurred by the Issuer, the Servicer or the Trustee in connection with this Loan Agreement, the Bonds, or the Indenture, including the reasonable, actually incurred costs and fees of any attorneys or other experts retained by the Issuer, the Servicer or the Trustee in connection therewith.

(g) The Borrower agrees to repay the Loan at the times and in the amounts necessary to enable the Trustee, on behalf of the Issuer, to pay all amounts payable with respect to the Bonds, when due, whether at maturity or upon redemption, acceleration, tender, purchase or otherwise.

(h) If Issuer has not received the full amount of any payment scheduled to be made under this Loan Agreement, other than the final principal payment, by the end of ten (10) calendar days after the date it is due, Borrower shall pay a late charge to Issuer in the amount of five percent (5%) of the overdue payment; provided, however, in no event shall any late charge be payable hereunder without Issuer first having provided Borrower with any notice required by applicable law. Borrower shall pay this late charge only once on any late payment. This late charge shall not be construed as in any way extending the due date of any payment, and is in addition to (and not in lieu of) any other remedy Issuer may have.

Section 3.3 Payments Pledged and Assigned. It is understood and agreed that the Loan Documents and certain other documents and property and all payments required to be made by the Borrower pursuant hereto (except payments to be made to the Issuer in respect of its Reserved Rights and payments to be made to the Servicer and the Trustee pursuant to Section 3.2(b) hereof) have been assigned to the Trustee simultaneously herewith pursuant to the Indenture as and for security for the Bonds. The Borrower hereby consents to such assignment and recognizes the Trustee as the assignee of the Issuer, to the extent of the assignment, for purposes of said documents and property.

Section 3.4 Obligations of Borrower Hereunder Unconditional. The obligations of the Borrower to make any payments required by the terms of this Loan Agreement and the other Loan Documents, including, without limitation, the payments required in Section 3.2 hereof, and to perform and observe the other agreements on its part contained herein and in the other Loan Documents shall be absolute and unconditional and shall not be subject to any defense (other than payment) or any right of set off, counterclaim, abatement or otherwise and, until such time as the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture. The Borrower (i) will not suspend or discontinue, or permit the suspension or discontinuance of, any payments provided for herein or in the other Loan Documents, (ii) will perform and observe all of its other agreements contained herein and the other Loan Documents and (iii) will not suspend the performance of its obligations hereunder and under the other Loan Documents for any cause including, without limiting the generality of the foregoing, failure to complete construction and equipping of the Project, any acts or circumstances that may constitute failure of consideration, failure of or a defect of title to the Project or any part thereof, eviction or constructive eviction, destruction of or damage to the Project, commercial frustration of purpose, any change in the tax or other laws or administrative rulings of or administrative actions by the United States of America or the State or any political subdivision of

either, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement or the other Loan Documents. The Borrower may, at its own cost and expense and in its own name or in the name of the Issuer (if the Issuer is a necessary party and consents thereto), prosecute or defend any action or proceeding or take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Issuer, subject to the provisions of the Indenture, hereby agrees to cooperate fully with the Borrower and to take all action (at the Borrower's cost and expense) necessary to effect the substitution of the Borrower for the Issuer in any such action or proceeding if the Borrower shall so request.

ARTICLE IV

ADVANCES

Section 4.1 Requisition. At such time as the Borrower shall desire to obtain an advance from the Loan Account, the Insurance and Condemnation Proceeds Account, or, the Equity Account of the Project Fund, the Borrower shall complete, execute and deliver a Requisition to the Servicer. Each Requisition shall be signed on behalf of the Borrower and shall be in the form attached as Exhibit C to the Indenture. The Trustee may rely conclusively on the statements and certifications contained in any Requisition. The Borrower shall not submit any Requisition directly to the Trustee. Each advance from the Loan Account, the Insurance and Condemnation Proceeds Account, or the Equity Account of the Project Fund by the Trustee shall be subject to prior approval of the Requisition by the Servicer. Upon approval, the Servicer shall forward each Requisition to the Trustee for payment.

ARTICLE V

SPECIAL COVENANTS OF THE BORROWER

Section 5.1 Commencement and Completion of Project. The Borrower will commence construction and equipping of the Improvements within ninety (90) days after the Closing Date, will diligently pursue construction and equipping of the Improvements, will attain Completion prior to the Completion Date, and will pay all sums and perform all such acts as may be necessary or appropriate to complete such construction and equipping, all as more fully set forth in the Construction Disbursement Agreement.

Section 5.2 Records and Accounts. The Borrower will (a) keep true and accurate records and books of account in which full, true and correct entries will be made in accordance with Generally Accepted Accounting Principles, which records and books will not be maintained on a consolidated basis with those of any other Person, including any Affiliate of the Borrower and (b) maintain adequate accounts and reserves for all taxes (including income taxes), depreciation and amortization of its properties, contingencies, and other reserves, all of which accounts shall not be commingled with accounts of any other Person, including any Affiliate of the Borrower. Upon reasonable notice and at reasonable times, the Borrower will permit the Servicer, the Majority Owner, the Issuer, and the Trustee (or their representatives) to inspect such records and books of account at a location in Contra Costa County, California.

Section 5.3 Compliance with Laws, Contracts, Licenses, and Permits. The Borrower will comply with (a) all Legal Requirements, (b) the provisions of its Organizational Documents,

(c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

Section 5.4 Use of Proceeds; Excess Project Costs. The Borrower will use the proceeds of the Bonds solely for the purpose of paying for Qualified Costs of the Project, all in accordance with the Project budget approved by the Issuer. Except as may be provided to the contrary in the Construction Disbursement Agreement, the Borrower will pay when due all costs of acquisition, construction and equipping of the Project in excess of the proceeds of the Bonds, regardless of the amount.

Section 5.5 Preservation of Tax Exemption. The Borrower will not take any action that would adversely affect the exclusion of interest on the Tax-Exempt Bonds from gross income for purposes of federal income taxation, nor omit or fail to take any action required to maintain the exclusion of interest on the Tax-Exempt Bonds from gross income for purposes of federal income taxation (in each case, except to the extent that an Owner is a "substantial user" of the Project within the meaning of Section 147(a) of the Code or a Related Person to such substantial user).

Section 5.6 Arbitrage and Tax Matters. The Borrower further represents, warrants and covenants as follows:

(a) General. The Borrower shall not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the excludability of interest on the Bonds from gross income, as defined in Section 61 of the Code, for federal income tax purposes. Capitalized terms used in this Section 5.6 shall have the respective meanings assigned to them in the Regulatory Agreement or, if not defined therein, in the Indenture. With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that, prior to the final maturity of the Bonds, unless it has received and filed with the Issuer and the Trustee an opinion of Bond Counsel to the effect that such action or omission would not adversely affect the excludability of interest on the Bonds from gross income (other than interest on any Tax-Exempt Bond for a period during which such Tax-Exempt Bond is held by a "substantial user" within the meaning of Section 147(a) of the Code of any facility financed with the proceeds of the Bonds or a Related Person to such substantial user), the Borrower will comply with this Section 5.6.

(b) Use of Proceeds. The use of the proceeds of the Bonds at all times will satisfy the following requirements:

(i) Limitation on Proceeds. At least 95% of the proceeds of the Bonds actually expended shall be used to pay Qualified Project Costs that are costs of a "qualified residential rental project" (within the meaning of Sections 142(a)(7) and 142(d) of the Code) and property that is "functionally related and subordinate" thereto (within the meaning of Sections 1.103-8(a)(3) and 1.103-8(b)(4)(iii) of the Regulations).

(ii) Limit on Costs of Issuance. The proceeds of the Bonds will be expended for the purposes set forth in this Loan Agreement and in the Indenture and no portion thereof in excess of two percent of the proceeds of the Bonds, within the meaning of Section 147(g) of the Code, will be expended to pay Costs of Issuance of the Bonds.

(iii) Prohibited Facilities. The Borrower shall not use or permit the use of any proceeds of the Bonds or any income from the investment thereof to provide any airplane, skybox, or other private luxury box, health club facility, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(iv) Limitation on Land. Less than 25% of the proceeds of the Bonds actually expended will be used, directly or indirectly, for the acquisition of land or an interest therein. Notwithstanding the immediately preceding sentence no portion of the proceeds of the Bonds will be used, directly or indirectly, for the acquisition of land or an interest therein to be used for farming purposes.

(v) Limitation on Existing Facilities. No portion of the proceeds of the Bonds will be used for the acquisition of any existing property or an interest therein unless (A) the first use of such property is pursuant to such acquisition or (B) the rehabilitation expenditures with respect to any building and the equipment therefor equal or exceed 15% of the cost of acquiring such building financed with the proceeds of the Bonds (with respect to structures other than buildings, this clause shall be applied by substituting 100 percent for 15%). For purposes of the preceding sentence, the term "rehabilitation expenditures" shall have the meaning set forth in Section 147(d)(3) of the Code.

(vi) Accuracy of Information. The information furnished by the Borrower and used by the Issuer in preparing the certificate pursuant to Section 148 of the Code and information statement pursuant to Section 149(e) of the Code is accurate and complete as of the date of the issuance of the Bonds.

(vii) Limitation of Project Expenditures. The acquisition, construction and equipping of the Project were not commenced (within the meaning of Section 144(a) of the Code) prior to the 60th day preceding January 21, 2025, being the effective date of the reimbursement resolution adopted with respect to the Project, and no obligation for which reimbursement will be sought from proceeds of the Bonds relating to the acquisition, construction or equipping of the Project was paid or incurred prior to 60 days prior to such date.

(c) Limitation on Maturity. Taking into account the maturity of the Bonds, the average maturity of the Bonds does not exceed 120% of the average reasonably expected economic life of the Project to be financed by the Bonds, weighted in proportion to the respective cost of each item comprising the property the cost of which has been or will be financed, directly or indirectly, with the proceeds of the Bonds. For purposes of the preceding sentence, the reasonably expected economic life of property shall be determined as of the later of (A) the Closing Date for the Bonds or (B) the date on which such property is placed in service (or expected to be placed in service). In addition, land shall not be taken into account in determining the reasonably expected economic life of property.

(d) No Arbitrage. The Borrower shall not take any action or omit to take any action with respect to the Gross Proceeds of the Bonds (within the meaning of the Code) or of any amounts expected to be used to pay the principal thereof or the interest thereon which, if taken or omitted, respectively, would cause any Tax-Exempt Bond to be classified as an "arbitrage bond" within the meaning of Section 148 of the Code. Except as provided in the Indenture and this Loan Agreement, the Borrower shall not pledge or otherwise encumber, or permit the pledge or

encumbrance of, any money, investment, or investment property as security for payment of any amounts due under this Agreement or the Note relating to the Bonds, shall not establish any segregated reserve or similar fund for such purpose and shall not prepay any such amounts in advance of the redemption date of an equal principal amount of the Bonds, unless the Borrower has obtained in each case an opinion of Bond Counsel, a copy of which shall be provided to the Issuer. The Borrower shall not, at any time prior to the final maturity of the Bonds, direct or permit the Trustee to invest such Gross Proceeds in any investment (or to use such Gross Proceeds to replace money so invested), if, as a result of such investment the yield of all investments acquired with such Gross Proceeds (or with money replaced thereby) on or prior to the date of such investment exceeds the yield of the Bonds to Maturity Date except as permitted by Section 148 of the Code and Regulations thereunder or as provided in the Regulatory Agreement. The Borrower further covenants and agrees that it will comply with and will take all action reasonably required to insure that the Trustee complies with all applicable requirements of said Section 148 and the rules and Regulations thereunder relating to the Bonds and the interest thereon, including the employment of a Rebate Analyst for the calculation of rebatable amounts (including any yield reduction payments pursuant to Section 148 of the Code) to the United States Treasury Department (the "Rebate Amount"). The Borrower agrees that it will cause the Rebate Analyst to calculate the Rebatable Amount prior to the Conversion Date, annually not later than forty-five days after the anniversary of the Closing Date and subsequent to the Conversion Date, not later than forty-five days after the fifth anniversary of the Closing Date and each five years thereafter and not later than forty-five days after the redemption of all outstanding Bonds or the Maturity Date (each referred to herein as a "Computation Date") and agrees that the Borrower will pay all costs associated therewith.

(e) No Federal Guarantee. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the Borrower shall not take or omit to take any action which would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(f) Representations. The Borrower has supplied or caused to be supplied to Bond Counsel all documents, instruments and written information requested by Bond Counsel, and all such documents, instruments and written information supplied by or on behalf of the Borrower at the request of Bond Counsel, which have been reasonably relied upon by Bond Counsel in rendering its opinion with respect to the exclusion from gross income of the interest on the Bonds for federal income tax purposes, are true and correct in all material respects, do not contain any untrue statement of a material fact and do not omit to state any material fact necessary to be stated therein in order to make the information provided therein, in light of the circumstances under which such information was provided, not misleading, and the Borrower is not aware of any other pertinent information which Bond Counsel has not requested.

(g) Covenant re Program Investments. The Borrower and related parties to the Borrower may not purchase Bonds in an amount related to the Loan under the Loan Agreement. The term "related party" means any member of the same controlled group as the Borrower. The term "controlled group" means a group of entities directly or indirectly subject to control by the same person or persons, including the person that has the control of the other entities.

(h) Arbitrage Rebate. The Borrower agrees to take all steps necessary to compute and pay any rebatable arbitrage in accordance with Section 148(f) of the Code including:

(i) Delivery of Documents and Money on Computation Dates. The Borrower will deliver to the Trustee, within 55 days after each Computation Date:

(A) a statement, signed by the Borrower, stating the Rebate Amount as of such Computation Date;

(B) (1) if such Computation Date is a Computation Date subsequent to which a Rebate Amount may be owed, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to at least 90% of the Rebate Amount as of such Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations), or (2) if such Computation Date is the Computation Date resulting from the Maturity Date or redemption of all outstanding Bonds, an amount that, together with any amount then held for the credit of the Rebate Fund, is equal to the Rebate Amount as of such Computation Date, less any "previous rebate payments" made to the United States (as that term is used in Section 1.148-3(f)(1) of the Regulations); and

(C) an Internal Revenue Service Form 8038-T properly signed and completed as of such Computation Date.

(ii) Correction of Underpayments. If the Borrower shall discover or be notified as of any date that any payment paid to the United States Treasury pursuant to this Section 5.6 of an amount described in Section 5.6(h)(i)(A) or (B) above shall have failed to satisfy any requirement of Section 1.148-3 of the Regulations (whether or not such failure shall be due to any default by the Borrower, the Issuer or the Trustee), the Borrower shall (1) pay to the Trustee (for deposit to the Rebate Fund) and cause the Trustee to pay to the United States Treasury from the Rebate Fund the underpayment of the Rebate Amount, together with any penalty and/or interest due, as specified in Section 1.148-3(h) of the Regulations, within 175 days after any discovery or notice and (2) deliver to the Trustee an Internal Revenue Service Form 8038-T completed as of such date. If such underpayment of the Rebate Amount, together with any penalty and/or interest due, is not paid to the United States Treasury in the amount and manner and by the time specified in the Regulations the Borrower shall take such steps as are necessary to prevent the Bonds from becoming arbitrage bonds, within the meaning of Section 148 of the Code.

(iii) Records. The Borrower shall retain all of its accounting records relating to the funds established under the Indenture and all calculations made in preparing the statements described in this Section 5.6 for at least six years after the later of the final maturity of the Bonds or the date the last Tax-Exempt Bond is discharged.

(iv) Costs. The Borrower agrees to pay all of the fees and expenses of a nationally recognized Bond Counsel, the Rebate Analyst, a certified public accountant and any other necessary consultant employed by the Borrower, the Trustee or the Issuer in connection with computing the Rebate Amount.

(v) No Diversion of Rebatable Arbitrage. The Borrower will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment

arrangement with respect to the Gross Proceeds of the Bonds which is not purchased at fair market value or includes terms that the Borrower would not have included if the Bonds were not subject to Section 148(f) of the Code.

(vi) Modification of Requirements. If at any time during the term of this Loan Agreement, the Issuer, the Trustee or the Borrower desires to take any action which would otherwise be prohibited by the terms of this Section 5.6, such Person shall be permitted to take such action if it shall first obtain and provide to the other Persons named herein an opinion of Bond Counsel.

(i) Qualified Residential Rental Project. The Borrower hereby covenants and agrees that the Project will be operated as a "qualified residential rental project" within the meaning of Section 142(d) of the Code, on a continuous basis during the longer of the Qualified Project Period or any period during which any Tax-Exempt Bond remains outstanding, to the end that the interest on the Bonds shall be excluded from gross income for federal income tax purposes. The Borrower hereby covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(j) Information Reporting Requirements. The Borrower will comply with the information reporting requirements of Section 149(e)(2) of the Code requiring certain information regarding the Bonds to be filed with the Internal Revenue Service within prescribed time limits.

(k) [Reserved].

(l) [Reserved].

(m) Bonds are Not Hedge Bonds. The Borrower covenants and agrees that not more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed Yield for four years or more within the meaning of Section 149(f)(3)(A)(ii) of the Code, and the Borrower reasonably expects that at least 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within the three-year period beginning on the Closing Date.

(n) Termination of Restrictions. Although the parties hereto recognize that, subject to the provisions of Section 12 of the Regulatory Agreement, the provisions of this Loan Agreement shall terminate in accordance with Section 8.11 of this Loan Agreement, the parties hereto recognize that pursuant to the Regulatory Agreement, the requirements incorporated by reference in this Section 5.6 may continue in effect beyond the term hereof.

(o) Public Approval. The Borrower covenants and agrees that the proceeds of the Bonds will not be used in a manner that deviates in any substantial degree from the Project described in the written notice of a public hearing regarding the Bonds.

(p) 40/60 Test Election. The Borrower and the Issuer hereby elect to apply the requirements of Section 142(d)(1)(B) to the Project. The Borrower hereby represents, covenants and agrees, continuously during the Qualified Project Period, to comply with all the provisions of the Regulatory Agreement.

(q) Modification of Tax Covenants. Subsequent to the issuance of the Bonds and prior to their payment in full (or provision for the payment thereof having been made in accordance with the provisions of the Indenture) of the Bonds, this Section 5.6 may not be amended, changed, modified, altered or terminated except as permitted herein and by the Indenture and with the written consent of the Issuer. Anything contained in this Loan Agreement or the Indenture to the contrary notwithstanding, the Issuer, the Trustee and the Borrower hereby agree to amend this Loan Agreement and, if appropriate, the Indenture and the Regulatory Agreement, to the extent required, in the opinion of Bond Counsel, in order for interest on the Bonds to remain excludable from gross income for federal income tax purposes. The party requesting such amendment shall notify the other parties to this Loan Agreement of the proposed amendment and send a copy of such requested amendment to Bond Counsel. After review of such proposed amendment, Bond Counsel shall render to the Trustee an opinion as to the effect of such proposed amendment upon the includability of interest on the Bonds in the gross income of the recipient thereof for federal income tax purposes. The Borrower shall pay all necessary fees and expenses incurred with respect to such amendment. The Borrower, the Issuer and, where applicable, the Trustee per written instructions from the Issuer, shall execute, deliver and, if applicable, the Borrower shall file of record, any and all documents and instruments, including without limitation, an amendment to the Regulatory Agreement.

Section 5.7 Indemnification.

(a) To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Issuer, the Servicer, the Trustee, each Owner and each of their respective past, present and future officers, governing members, directors, officials, employees, attorneys and agents (each an "Indemnified Party"), against any and all losses, damages, claims, actions, liabilities, reasonable costs and expenses of any nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement (to the extent that the Borrower has consented to such settlement) and amounts paid to discharge judgments) (the "Liabilities") to which the Indemnified Parties, or any of them, may become subject under federal or state securities laws or any other statutory law or at common law or otherwise, to the extent arising out of or based upon or in any way relating to:

(i) The Bonds, Loan Documents and the Indenture or the execution or amendment thereof or in connection with transactions contemplated thereby, including the issuance, sale, transfer or resale of the Bonds, including any securitization thereof;

(ii) Any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan or the Project, 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;

(iii) Any lien (other than a permitted encumbrance) or charge upon payments by the Borrower to the Trustee hereunder, or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Issuer or the Trustee in respect of any portion of the Project;

(iv) Any violation of any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof;

(v) The enforcement of, or any action taken by the Trustee or the Servicer related to remedies under this Loan Agreement, the Indenture and the other Loan Documents relating to the default by the Borrower;

(vi) The defeasance and/or redemption, in whole or in part, of the Bonds;

(vii) Any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact by the Borrower contained in any offering statement or document for the Bonds, the Indenture or any of the Loan Documents to which the Borrower is a party, or any omission or alleged omission from any offering statement or document for the bonds of any material fact necessary to be stated therein in order to make the statements made therein by the Borrower, in the light of the circumstances under which they were made, not misleading, including without limitation any offering statement or disclosure document in connection with any securitization or other secondary market transaction with respect to the Bonds;

(viii) Any declaration of taxability of interest on the Bonds or allegations (or regulatory inquiry) that interest on the Bonds, is taxable for federal income tax purposes; or

(ix) The Trustee's acceptance or administration of the trust of the Indenture, or the Trustee's exercise or performance of or failure to exercise or perform any of its powers or duties thereunder or under any of the Loan Documents to which it is a party;

(x) except in the case of the foregoing indemnification of the Servicer or any related Indemnified Party, to the extent such damages are caused by the gross negligence or willful misconduct of such Indemnified Party or any breach by such party of its obligations under the Indenture or any of the Loan Documents or any untrue statement or misleading statement of a material fact by such Indemnified Party contained in any offering statement or document for the Bonds or any of the Loan Documents or any omission or alleged omission from any such offering statement or document of any material fact necessary to be stated therein in order to make the statements made therein by such Indemnified Party not misleading. In the case of the foregoing indemnification of the Issuer, or any related Indemnified Party, they shall not be indemnified by the Borrower with respect to liabilities arising from their own willful misconduct. In the case of the foregoing indemnification of the Trustee, or any related Indemnified Party, they shall not be indemnified by the Borrower with respect to liabilities arising from their own negligence or willful misconduct.

(b) In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party (which notice shall be timely given so as not to materially impair the Borrower's right to defend), shall assume the investigation and defense thereof, including the employment of counsel reasonably approved 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, which approval shall not be unreasonably withheld. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and to participate in the investigation and defense thereof; provided, that the Issuer has the absolute right to employ separate counsel at the expense of the Borrower. The Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, that such Indemnified Party other than the Issuer may only employ separate counsel at the expense of the Borrower if and only if

in such Indemnified Party's good faith judgment (based on the advice of counsel) a conflict of interest exists or could arise by reason of common representation except that the Borrower shall always pay the reasonable fees and expenses of the Issuer's separate counsel.

(c) Notwithstanding any transfer of the Project to another owner in accordance with the provisions of this Loan Agreement or the Regulatory Agreement, the Borrower shall remain obligated to indemnify each Indemnified Party pursuant to this Section 5.7 if such subsequent owner fails to indemnify any party entitled to be indemnified hereunder, unless the Issuer, the Trustee and the Servicer have consented to such transfer and to the assignment of the rights and obligations of the Borrower hereunder.

(d) The rights of any persons to indemnity hereunder and rights to payment of fees and reimbursement of expenses hereunder shall survive the final payment or defeasance of the Bonds and in the case of the Trustee any resignation or removal. The provisions of this Section shall survive the termination of this Loan Agreement.

(e) Nothing in this Section 5.7 shall in any way limit (i) the Borrower's indemnification and other payment obligations set forth in the Regulatory Agreement, or (ii) the Guarantor's payment obligations under the Payment Guaranty.

ARTICLE VI

OPTION AND OBLIGATIONS OF BORROWER TO PREPAY

Section 6.1 Optional Prepayment.

(a) The Note and amounts due under Section 3.2(a) hereof are subject to prepayment in order to effect the redemption of the Bonds under Section 4.03 of the Indenture at the option of the Borrower in whole or in part at the times (and not before the times) and at the redemption prices plus accrued interest to the redemption date of the Bonds, Additional Interest and the Prepayment Equalization Payment, if applicable, as set forth in Section 4.03 of the Indenture. The Note is not otherwise subject to optional prepayment by the Borrower.

(b) To effect prepayment of the Note and redemption of the Bonds as contemplated in subparagraph (a) above, the Borrower shall deliver to the Trustee and the Servicer, not less than ninety (90) days (or such lesser number of days acceptable to the Servicer and the Trustee) prior to the date on which Bonds are subject to redemption under said Section, a written certificate of the Borrower stating that the Borrower is prepaying the Note pursuant to this Section 6.1. The certificate from the Borrower shall certify to the following: (i) the principal amount of the Note to be prepaid, (ii) that the amount to be prepaid on the Note shall be credited to redemption of the Bonds pursuant to Section 4.03 of the Indenture, (iii) the date for redemption of the Bonds, and (iv) any conditions to such prepayment.

(c) The options granted to the Borrower in this Section 6.1 shall be exercisable only (i) in the event and to the extent the Bonds are subject to redemption in accordance with the Indenture and (ii) if no Event of Default under any of the Loan Documents shall have occurred and be then continuing or if all costs associated with any existing Event of Default (including, without limitation, late fees, penalties, costs of enforcement, protective advances and interest on such

amounts) which are then due and owing under the Loan Documents are paid in full in connection with such prepayment.

(d) [Notwithstanding anything to the contrary contained in this Loan Agreement, on and after the Conversion Date, optional prepayment of the Loan and the Bonds shall only be permitted at the times and upon the terms and requirements set forth in the Note.]

Section 6.2 Mandatory Prepayment. The Loan and amounts due under Section 3.2(a) hereof shall be prepaid in whole or in part in order to effect the mandatory redemption of the Bonds at the times and in the amounts specified in Section 4.01 of the Indenture.

Section 6.3 Amounts Required for Prepayment.

(a) The amount payable by the Borrower hereunder upon either (i) the exercise of the option granted to the Borrower in Section 6.1 hereof, or (ii) the mandatory prepayment of the Note by the Borrower in Section 6.2 hereof shall be, to the extent applicable and except as otherwise provided, the sum of the following:

(i) the amount of money necessary to pay the redemption price of the Bonds to be redeemed specified in Section 4.03 of the Indenture, in the case of optional redemption, and Section 4.02 of the Indenture in the case of mandatory redemption, together with all interest (including Additional Interest, if applicable) specified therein payable up to and including said redemption date, Prepayment Equalization Payment (if applicable), and all expenses of the redemption; plus

(ii) in the event of a redemption in whole, an amount of money equal to the Trustee Fee, Trustee's Expenses and Issuer Annual Fee and expenses under the Indenture accrued and to accrue until the final payment and redemption of the Bonds; plus

(iii) in the event of any prepayment during the existence and continuance of an Event of Default, the amounts described in Section 6.1(c)(ii) hereof.

(b) Any prepayment made pursuant to Section 6.1 or 6.2 hereof shall be deposited into the Revenue Fund. No prepayment or investment of the proceeds thereof shall be made which shall cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 6.4 Cancellation at Expiration of Term. At the acceleration, termination or expiration of the term of this Loan Agreement and following full payment of the Bonds or provision for payment thereof in accordance with Article XI of the Indenture and of all other fees and charges of all parties having been made in accordance with the provisions of this Loan Agreement and the Indenture, the Issuer shall deliver to the Borrower any documents and take or cause the Trustee to take such actions as may be necessary to effectuate the cancellation and evidence the termination of this Loan Agreement and the Loan Documents (other than the Regulatory Agreement, which shall not terminate except in accordance with the terms thereof).

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default. The following shall be "Events of Default" under this Loan Agreement, and the term "Event of Default" shall mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay any amounts required to be paid on the Note or under Section 3.2 (a) or (b) hereof within ten (10) days after the same are due;

(b) Any failure by the Borrower to pay as and when due and payable any other sums to be paid by the Borrower under this Loan Agreement and the continuation of such failure for a period of ten (10) days after the same are due; or

(c) Any failure of any representation or warranty made in this Loan Agreement, the Construction Disbursement Agreement or any Requisition to be true and correct when made or renewed; or

(d) Any failure by the Borrower to observe and perform any covenant or agreement on its part to be observed or performed hereunder or thereunder, other than as referred to in subsections (a) or (b) of this Section 7.1, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Borrower by the Issuer, the Trustee or the Servicer; provided, that in the event such breach or failure be such that it can be corrected but cannot be corrected within said 30 day period, the same shall not constitute an Event of Default hereunder if corrective action is instituted by the Borrower or on behalf of the Borrower within said 30 day period and is diligently pursued to completion thereafter (unless, in the opinion of Bond Counsel delivered to the Servicer, failure to correct such breach or failure within the cure period herein provided (or such shorter time as shall be established as a limitation on the period of time during which correction may be pursued) will adversely affect the exclusion from gross income of interest on the Bonds for federal income taxation purposes or violate State law, in which case the extension of cure period herein provided will not be available); or

(e) Any Event of Default (as defined or otherwise set forth in the Indenture or any of the Loan Documents, the General Partner Documents or the Guarantor Documents) shall have occurred and shall remain uncured beyond any applicable cure period provided in the applicable document; or

(f) Any dissolution, termination, partial or complete liquidation, merger or consolidation of any Obligor or the Managing General Partner or the Co-General Partner of Borrower, or any sale, transfer or other disposition of the Project or of all or substantially all of the assets of Borrower; provided that any such event with respect to the Managing General Partner shall not constitute an Event of Default if the Borrower replaces the Managing General Partner with a person or entity acceptable to the Issuer, Servicer and Majority Owner within thirty (30) days after notice thereof from Issuer, Servicer and Majority Owner; or

(g) Any change in the legal or beneficial ownership of the Borrower or the Managing General Partner or the Co-General Partner of Borrower other than as expressly permitted

by the terms hereof or by the terms of the Partnership Agreement or by reason of the death of the owner of such interests; or

(h) Any failure by the Borrower to pay at maturity, or within any applicable period of grace, any Indebtedness, or any failure to observe or perform any material term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing any Indebtedness, for such period of time as would permit (assuming the giving of appropriate notice if required) the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof; or

(i) Any Obligor shall file a voluntary petition in bankruptcy under Title 11 of the United States Code, or an order for relief shall be issued against any such Obligor in any involuntary petition in bankruptcy under Title 11 of the United States Code, or any such Obligor shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief of debtors, or such Obligor shall seek or consent to or acquiesce in the appointment of any custodian, trustee, receiver, conservator or liquidator of such Obligor, or of all or any substantial part of its respective property, or such Obligor shall make an assignment for the benefit of creditors, or such Obligor shall give notice to any governmental authority or body of insolvency or pending insolvency or suspension of operation; provided that any such event with respect to the Managing General Partner shall not constitute an Event of Default if the Borrower replaces the Managing General Partner with a person or entity acceptable to the Issuer, Servicer and Majority Owner within thirty (30) days after notice thereof from Trustee or Servicer; or

(j) An involuntary petition in bankruptcy under Title 11 of the United States Code shall be filed against the Borrower or any Obligor and such petition shall not be dismissed within ninety (90) days of the filing thereof; provided that any such event with respect to the Managing General Partner shall not constitute an Event of Default if the Borrower replaces the Managing General Partner with a person or entity acceptable to the Issuer, Servicer and Majority Owner within thirty (30) days after notice thereof from Issuer, Servicer and Majority Owner; or

(k) A court of competent jurisdiction shall enter any order, judgment or decree approving a petition filed against any Obligor seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or appointing any custodian, trustee, receiver, conservator or liquidator of all or any substantial part of its property; or

(l) Any uninsured final judgment in excess of $50,000 shall be rendered against the Borrower and shall remain in force, undischarged, unsatisfied and unstayed, for more than thirty (30) days, whether or not consecutive; or

(m) Any of the Loan Documents, the General Partner Documents or the Guarantor Documents shall be canceled, terminated, revoked or rescinded otherwise than in accordance with the terms thereof or with the express prior written consent of the Servicer, or any action at law, suit in equity or other legal proceeding to cancel, revoke or rescind any of the Loan Documents, the General Partner Documents or the Guarantor Documents shall be commenced by or on behalf of any Obligor which is a party thereto, or any of their respective stockholders, partners or beneficiaries, or any court or any other governmental or regulatory authority or agency of competent

jurisdiction shall make a determination that, or issue a judgment, order, decree or ruling to the effect that, any one or more of the Loan Documents, the General Partner Documents or the Guarantor Documents is illegal, invalid or unenforceable in accordance with the terms thereof; or

(n) Any refusal by the Title Insurance Company to insure that any advance is secured by the Mortgage as a valid lien and security interest on the Project and the continuation of such refusal for a period of twenty (20) days after notice thereof by Servicer to the Borrower; or

(o) Completion shall not have been attained by the Completion Date; or

(p) Any cessation at any time in construction or equipping of the Improvements for more than twenty (20) consecutive days except for strikes, acts of God, fire or other casualty, or other causes entirely beyond the Borrower's control, or any cessation at any time in construction or equipping of the Improvements for more than sixty (60) consecutive days, regardless of the cause thereof; provided, that such cessation may continue for a period of longer than sixty (60) consecutive days with the consent of the Servicer if the Borrower shall have requested and received an extension of the Completion Date in accordance with the provisions of the Construction Disbursement Agreement, in which case it shall not be an Event of Default hereunder unless and until the period of cessation extends beyond the number of days for which the extension was granted; or

(q) Any of the Indenture, this Agreement, the Regulatory Agreement or the Tax Certificate shall be amended in a material manner (including without limitation any "automatic" amendments of the Regulatory Agreement) without the prior written consent of the Servicer.

Section 7.2 Remedies on Default.

(a) Whenever any Event of Default referred to in Section 7.1 hereof shall have occurred and be continuing, any obligation of the Servicer to approve Requisitions shall be terminated, and the Trustee (but only if directed to do so by Servicer and, subject to the provisions of the Indenture) shall:

(i) by notice in writing to the Borrower declare the unpaid indebtedness under the Loan Documents to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable; and

(ii) take whatever action at law or in equity or under any of the Loan Documents, the General Partner Documents or the Guarantor Documents, as may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due hereunder or thereunder or under the Note, or to exercise any right or remedy or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Loan Agreement, the Note or any other Loan Document (including without limitation foreclosure of the Mortgage), any General Partner Document or any Guarantor Document; and

(iii) cause the Project to be completed, rehabilitated and equipped in accordance with the Plans and Specifications, with such changes therein as the Servicer may, from time to time, and in its sole discretion, deem appropriate.

(b) Any amounts collected pursuant to action taken under this Section (other than amounts collected by the Issuer pursuant to the Reserved Rights) shall, after the payment of the costs

and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Issuer, the Trustee or the Servicer and their respective Counsel, be paid into the Revenue Fund (unless otherwise provided in this Loan Agreement) and applied in accordance with the provisions of the Indenture. No action taken pursuant to this Section 7.2 shall relieve the Borrower from the Borrower's obligations pursuant to Section 3.2 hereof.

Section 7.3 No Remedy Exclusive. No remedy conferred herein or in any other Loan Document upon or reserved to the Trustee or the Servicer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Trustee or the Servicer to exercise any remedy reserved to it herein or in any other Loan Document, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

Section 7.4 Agreement to Pay Fees and Expenses of Counsel. If an Event of Default shall occur under this Loan Agreement or under any of the other Loan Documents, and the Issuer, the Trustee, the Servicer should employ counsel or incur other expenses for the collection of the indebtedness or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower herein or therein contained, the Borrower agrees that it will on demand therefor pay to any such party, or, if so directed by any such party, to its counsel, the reasonable actually incurred fees of such Counsel and all other out-of-pocket expenses incurred by or on behalf of the Issuer, the Trustee, the Servicer.

Section 7.5 No Additional Waiver Implied by One Waiver; Consents to Waivers. In the event any agreement contained in this Loan Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver shall be effective unless in writing and signed by the party making the waiver.

Section 7.6 Remedies Subject to Applicable Law. All rights, remedies, and powers provided by this Article may be exercised only to the extent that the exercise thereof does not violate any applicable provisions of law, and all the provisions of this Article are intended to be subject to all applicable mandatory provisions of law which may be controlling in the Land and to be limited to the extent necessary so that they will not render this Loan Agreement invalid, unenforceable, or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

Section 7.7 Cure by Investor Limited Partner. The Issuer, the Trustee and the Servicer agree to accept performance on the part of the Investor Limited Partner as though the same have been performed by the Borrower under any of the Loan Documents. The Issuer, the Trustee and the Servicer will allow the Investor Limited Partner or its Affiliate (a) ten (10) days after giving the Investor Limited Partner notice to cure a monetary default under the Loan Documents other than the payment due at maturity and (b) except as to the insolvency or bankruptcy of the Borrower, up to thirty (30) days after giving the Investor Limited Partner to cure any nonmonetary default under the Loan Documents; provided, however, that in the event of a nonmonetary default that it is not susceptible to being cured within such thirty (30) day period, the Investor Limited Partner, or its

Affiliate, shall have an additional period of up to sixty (60) days to cure such default, provided that the Investor Limited Partner or its Affiliate has commenced to cure such default and is diligently and continuously proceeding to cure such default through the end of the sixty (60) day period. If the Investor Limited Partner or its Affiliate makes any such payment or otherwise offers cure of a default, the same will be accepted or rejected as curing such default on the same basis as if payment or cure were made directly by the Borrower.

Section 7.8 Issuer Exercise of Remedies. Notwithstanding anything to the contrary contained herein, the Issuer may enforce its Reserved Rights under the Loan Documents and exercise the permitted remedies with respect thereto against the Borrower; provided, that the Issuer shall not commence or direct the Trustee to commence any action to declare the outstanding balance of the Bonds or the Loan to be due and neither the Issuer nor the Trustee shall take any action in respect of Reserved Rights (i) to foreclose to take similar action under the Mortgage or otherwise in respect of any liens upon or security interests in the Project or other property pledged to secure the Borrower's obligations under the Loan Documents, (ii) to appoint a receiver, (iii) to enforce any similar remedy against the Project or other property pledged to secure the Borrower's obligations under the Loan Documents; or (iv) to enforce any other remedy which would cause any liens or security interests granted under the Loan Documents to be discharged or materially impaired thereby.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 General Provisions. The following provisions shall be applicable at all times throughout the term of this Loan Agreement:

(a) The Issuer, the Trustee and the Servicer shall, at all times, be free to establish independently to their respective satisfaction and in their respective absolute discretion the existence or nonexistence of any fact or facts the existence of which is a condition of this Loan Agreement or any other Loan Document.

(b) The Bonds and the obligations and undertakings of the Issuer hereunder do not constitute a general obligation of the Issuer or the State or any political subdivision thereof, and recourse on the Bonds and on the instruments and documents executed and delivered by or on behalf of the Issuer in connection with the transactions contemplated hereby may be had only against certain moneys due and to become due under the Loan Documents (and not against any moneys due or to become due to the Issuer pursuant to the Reserved Rights). No recourse shall be had for the payment of the principal of or interest on the Bonds, or for any claim based thereon or on this Loan Agreement or any other Loan Document, any Issuer Document or any instrument or document executed and delivered by or on behalf of the Issuer in connection with the transactions contemplated hereby, against the Issuer or any member, officer, employee or other elected or appointed official, past, present or future, of the Issuer or any successor body, as such, either directly or through the Issuer or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise and all such liability of the Issuer or any such incorporation, member, officer, director, employee, any other elected or appointed official or trustee as such is hereby expressly waived and released as a condition of and consideration for the adoption of the resolution authorizing the execution of the Issuer Documents and issuance of the Bonds and the delivery of other documents in connection herewith. No member, officer, employee or other elected or appointed official past, present or future,

of the Issuer or any successor body shall be personally liable on the Issuer Documents, the Bonds or any other documents in connection herewith, nor shall the issuance of the Bonds be considered as misfeasance or malfeasance in office. The Bonds and the undertakings of the Issuer under the Issuer Documents do not constitute a pledge of the general credit or taxing power of the Issuer, the State, or any political subdivision thereof, do not evidence and shall never constitute a debt of the State or any political subdivision thereof (other than the Issuer), and shall never constitute nor give rise to a pecuniary liability of the State or any political subdivision thereof, other than the Issuer.

Section 8.2 Authorized Borrower Representative. Pursuant to written direction provided on the Closing Date, the Borrower has appointed one or more Authorized Representatives for the purpose of taking all actions and making all certificates required to be taken and made by the Authorized Representative under the provisions of the Loan Documents. Whenever under the provisions of any Loan Document the approval of the Borrower is required or any party is required to take some action at the request of the Borrower, such approval or such request shall be made by its Authorized Representative, unless otherwise specified in this Loan Agreement, and the Issuer, the Trustee and the Servicer shall be authorized to act on any such approval or request and the Borrower shall have no complaint against any such party as a result of any such action taken in conformity with such approval or request by the Authorized Representative.

Section 8.3 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Trustee and the Borrower and their respective successors and permitted assigns. The Borrower acknowledges and agrees that the Issuer has assigned or is assigning its rights under this Loan Agreement to the Trustee, and that, pursuant to the Indenture, Trustee will follow directions from the Servicer in implementing certain of the rights and remedies under this Loan Agreement. The Owners of the Bonds and the Servicer shall be express third party beneficiaries of this Loan Agreement, and shall have the right to enforce directly against Borrower or other persons the rights and implement the rights and remedies provided to each of them hereunder, but not including the Reserved Rights; provided, that the rights of the Owners to bring actions and implement rights and remedies hereunder shall be subject to the same restrictions as are imposed with respect to actions, rights and remedies of the Owners under the Indenture.

Section 8.4 Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, that for purposes of perfecting a lien or security interest in this Loan Agreement by the Trustee, whether under Article 9 of the Uniform Commercial Code of the State or otherwise, only the counterpart delivered to, and receipted by, the Trustee shall be deemed the original.

Section 8.5 Amendments, Changes and Modifications. Subsequent to the issuance of the Bonds and prior to payment or provision for the payment of the Bonds in full (including interest thereon) in accordance with the provisions of the Indenture and except as otherwise provided herein, the Loan Documents may not be amended, changed, modified, altered or terminated by the Issuer, the Trustee or the Borrower except in compliance with Article IX of the Indenture.

Section 8.6 Severability. In the event any provision of this Loan Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and such invalid or unenforceable provision shall be deemed no longer to be contained in this Loan Agreement.

Section 8.7 Notices. All notices, demands, requests, consents, approvals, certificates or other communications hereunder shall be effective if given in the manner required in Section 10.08 of the Indenture.

Section 8.8 Applicable Law; Venue. This Loan Agreement shall be governed exclusively by and construed in accordance with the laws of the State and any action arising out of this Loan Agreement or the Bonds shall be filed and maintained in the County of Contra Costa, California, unless the Issuer waives this requirement in writing.

Section 8.9 Debtor Creditor Relationship. It is expressly understood and agreed that the relationship between the Issuer and the Borrower established by the transaction contemplated by this Loan Agreement and by all of the other Loan Documents is exclusively that of creditor or lender, on the part of the Issuer, and debtor or borrower, on the part of the Borrower and is in no way to be construed as a partnership or joint venture of any kind. It is further understood that all payments by the Borrower under the Loan Documents shall be exclusively on account of the said debtor/creditor relationship.

Section 8.10 Usury; Total Interest. This Loan Agreement is subject to the express condition, and it is agreed, that at no time shall payments hereunder, under the Note or under the other Loan Documents that are or are construed to be payments of interest on the unpaid principal amount of the Loan reflect interest that is borne at a rate in excess of the maximum permitted by law. The Borrower shall not be obligated or required to pay, nor shall the Issuer be permitted to charge or collect, interest borne at a rate in excess of such maximum rate. If by the terms of this Loan Agreement or the other Loan Documents the Borrower is required to make such payments reflecting interest borne at a rate in excess of such maximum rate, such payments shall be deemed to be reduced immediately and automatically to reflect such maximum rate. It is further agreed that the total of amounts paid hereunder as interest on the Loan which is to pay interest on the Bonds, cumulative from the date of the Note, shall not exceed the sum of 5% per month, simple and non-compounded for each month from such date to the date of calculation (calculated on the basis of a 360-day year of twelve thirty-day months). Any such excess payment previously made in either case shall be immediately and automatically applied to the unpaid balance of the principal sum of the Loan and not to the payment of interest thereon. This Loan Agreement is also subject to the condition that amounts paid hereunder representing late payment or penalty charges or the like shall only be payable to the extent permitted by law.

Section 8.11 Term of this Loan Agreement. This Loan Agreement shall be in full force and effect from its date to and including such date as all of the Bonds issued under the Indenture shall have been fully paid or retired in accordance with their terms and the terms of the Indenture (or provision for such payment shall have been made as provided in the Indenture), except, however, that the covenants and provisions relating to the Reserved Rights of the Issuer and the covenants relating to the preservation of exclusion from gross income of interest on the Bonds for purposes of federal income taxation shall survive the termination hereof.

Section 8.12 Non-Recourse. Anything contained in any provision of this Loan Agreement, the Mortgage, the Regulatory Agreement, the Borrower's Tax Certificate or the Note notwithstanding, in the event of any proceeding to foreclose the Mortgage or otherwise to enforce the provisions of the Note, this Loan Agreement, the Mortgage or the Regulatory Agreement after the Conversion Date, neither the Issuer, nor the Trustee or other holder of the Note (collectively, the "Noteholder"), nor any Owner of Bonds, nor any beneficiary of the Mortgage shall be entitled to take

any action to procure any personal money judgment or any deficiency decree against the Borrower or any partner of the Borrower or its or their heirs, personal representatives, successors and assigns, it being understood and agreed that recourse hereon and under the Mortgage, the Regulatory Agreement and the Note shall, following the Conversion Date, be limited to the assets of the Borrower that are the security from time to time provided with respect to the Note and this Loan Agreement; provided, that nothing herein contained shall limit or be construed to limit or impair the enforcement against the Project or any other additional security as may from time to time be given to the beneficiary hereof as security for the performance of this Loan Agreement, the Mortgage, the Regulatory Agreement, the Borrower's Tax Certificate, the Note, or any other instrument now or hereafter securing the Note or this Loan Agreement, or the rights and remedies of the Trustee or the beneficiary, its successors and assigns, under this Loan Agreement, the Mortgage, the Regulatory Agreement, the Tax Certificate or the Note or any other instruments. Notwithstanding the foregoing, the provisions of this Section shall be null and void and have no force and effect to the extent of any loss suffered by the Issuer, the Trustee, any Owner or any beneficiary of or the trustee under the Mortgage as a result of the Borrower's: (a) committing any act of fraud; (b) misapplication of any condemnation award or casualty insurance proceeds; (c) failure to apply the revenues of the Project in the manner and for the purposes provided in the Bond Documents, whether before or after an Event of Default; or (d) violation of any environmental laws. Nothing herein shall be deemed to prohibit the naming of the Borrower in an action to realize upon the remedies provided herein either at law or in equity, subject to the foregoing limitation against a personal money judgment or deficiency decree against the Borrower, the partners of the Borrower or their heirs, personal representatives, successors and assigns, or to prohibit the naming of any person in any action to realize upon the remedies provided in the General Partner Documents, the Guarantor Documents or any other guaranty given in favor of the Issuer, the Trustee or the Servicer.

Section 8.13 Limitation on Liability of the Issuer; Issuer May Rely.

(a) Notwithstanding anything herein or in any other instrument to the contrary, the Issuer shall not be obligated to pay the principal (or redemption price) of or interest on the Bonds, except from moneys and assets received by the Trustee on behalf of the Issuer pursuant to this Loan Agreement. Neither the faith and credit nor the taxing power of the State, or any political subdivision thereof, nor the faith and credit of the Issuer is pledged to the payment of the principal (or redemption price) of or interest on the Bonds. The Issuer shall not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with this Loan Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under this Loan Agreement.

The Borrower hereby acknowledges that the Issuer's sole source of moneys to repay the Bonds will be provided by the payments made by the Borrower pursuant to this Loan Agreement, together with investment income on certain funds and accounts held by the Trustee under the Indenture, and hereby agrees that if the payments to be made hereunder shall ever prove insufficient to pay all principal (or redemption price) of and interest on the Bonds as the same shall become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Borrower shall pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal (or redemption price) of or interest on the Bonds, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Issuer or any third party, subject to any right of reimbursement from the Trustee, the Issuer or any such third party, as the case may be, therefor.

(b) It is expressly understood and agreed by the parties to this Loan Agreement that:

(i) the Issuer may rely conclusively on the truth and accuracy of any certificate, opinion, notice or other instrument furnished to the Issuer by the Trustee, any Owner or the Borrower as to the existence of a fact or state of affairs required under this Loan Agreement to be noticed by the Issuer;

(ii) the Issuer shall not be under any obligation to perform any record keeping or to provide any legal service, it being understood that such services shall be performed or caused to be performed by the Borrower; and

(iii) none of the provisions of this Loan Agreement shall require the Issuer to expend or risk its own funds (apart from the proceeds of Bonds issued under the Indenture) or otherwise endure financial liability in the performance of any of its duties or in the exercise of any of its rights under this Loan Agreement unless it first shall have been adequately indemnified to its satisfaction against the costs, expenses and liabilities which may be incurred by taking any such action.

(c) No provision, representation, covenant or agreement contained in this Loan Agreement or in the Indenture, the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability (except to the extent of any Loan repayments, revenues and receipts derived by the Issuer pursuant to this Loan Agreement and other moneys held pursuant to the Indenture, other than in the Rebate Fund). Notwithstanding anything herein or in any other instrument to the contrary, no provision hereof shall be construed to impose a charge against the general credit of the Issuer, the State or any other political subdivision of the State, the taxing powers of the foregoing, within the meaning of any Constitutional provision or statutory limitation, or any personal or pecuniary liability upon any official, director, officer, employee, agent or attorney of the Issuer.

(d) All covenants, obligations and agreements of the Issuer contained in this Loan Agreement and the Indenture shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future official, director, officer, employee, agent or attorney of the Issuer in other than his official capacity, and no official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, obligations or agreements of the Issuer contained in this Loan Agreement or in the Indenture. No provision, covenant or agreement contained in this Loan Agreement, the Indenture or the Bonds, or any obligation herein or therein imposed upon the Issuer, or the breach thereof, shall constitute or give rise to or impose upon the Issuer a pecuniary liability or a charge. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer contained in this Loan Agreement or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Issuer contained in any agreement, instrument, or certificate executed in connection with the Project or the issuance and sale of the Bonds, against any member of the governing board of the Issuer, its officers, counsel, financial advisor, employees or agents, as such, in his or her individual capacity, past, present, or future, or of any successor thereto, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall

attach to, or be incurred by, any member of the governing board, officers, counsel, financial advisors, employees or agents, as such, in his or her individual capacity, past, present, or future, of the Issuer or of any successor thereto, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Trustee or the Borrower to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such director, officer, counsel, financial advisor, employee or agent, is, by the execution of the Bonds, this Loan Agreement, and the Indenture, and as a condition of, and as part of the consideration for, the execution of the Bonds, this Loan Agreement, and the Indenture, expressly waived and released.

Section 8.14 Waiver of Personal Liability. No member of the governing board, officer, agent or employee of the Issuer or any director, officer, agent or employee of the Issuer shall be individually or personally liable for the payment of any principal (or redemption price) of or interest on the Bonds or any other sum hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Loan Agreement; but nothing herein contained shall relieve any such member, director, officer, agent or employee from the performance of any official duty provided by law or by this Loan Agreement.

Section 8.15 PATRIOT Act Notice. Issuer hereby notifies Borrower and Guarantor that, pursuant to the requirements of the PATRIOT Act, it is required to obtain, verify and record information that identifies Borrower and Guarantor, which information includes the names and addresses of Borrower and Guarantor and other information that will allow Issuer to identify Borrower and Guarantor in accordance with the PATRIOT Act.

Section 8.16 Assignment and Transfer of Note and Loan Documents. Notwithstanding any contrary provision contained in this Loan Agreement or the Note, the Loan, the Note, the Mortgage and certain other documents executed by the Borrower in connection with the Loan may be transferred and assigned by the Trustee separately from the Bonds, as provided in Section 4.08 of the Indenture.

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IN WITNESS WHEREOF, the Issuer, the Trustee and the Borrower have caused this Loan Agreement to be executed in their respective names, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

By:_____
John Kopchik, Director
Department of Conservation and Development

[Signatures continue on following page]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By:_____
Authorized Signatory

[Signatures continue on following page]

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
Its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

El Cerrito Plaza MGP, LLC,
a California limited liability company,
Its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

The land referred to herein is situated in the State of California, County of Contra Costa, and is described as follows:

[to come]

EXHIBIT B

FORM OF PROMISSORY NOTES

[attached]

EXHIBIT C

PROJECT APPROVALS TO BE OBTAINED

None

EXHIBIT D

FORM OF APPROVED RESIDENTIAL LEASE

[attached]

EXHIBIT E

INSURANCE REQUIREMENTS APPLICABLE BEFORE CONVERSION

In order to close, the insurance specifications set forth in Exhibit C-1 of the Construction Disbursement Agreement must be met; provided that all policies must include EXACTLY the following standard, non-contributory, mortgagee clause:

U.S. Bank Trust Company, National Association
One California Street, Suite 1000
Mail Code: SF-CA-SFCT
San Francisco, CA 94111
Attention: Corporate Trust Department

Mortgagee must be named as a first Mortgagee with respect to buildings, Loss Payee with respect to loss of rents/business interruption, and Additional Insured with respect to general liability. Mortgagee shall receive notices at the same time and in the same manner as notices sent to Bondholder.

EXHIBIT F

FORM OF MONTHLY LEASE UP REPORT

MOVE IN DATABASE

Building #	Apt. #	# of BR's	# of BA's	Set-Aside	Security Deposit	Lease Rent	Certified or Move in Date	Lease Expiration	Total Value of Concessions	Description of Concession	Concession Given at Move In (Y/N)

MOVE OUT DATABASE

Building #	Apt. #	# of BR's	# of BA's	Set-Aside	Total Security Deposit	Security Deposit to Tenant	Lease Rent	Move Out Date	Certified or Move in Date	Lease (enter an "x")			
										Skip	Evicted	Expired	Other

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Stradling Yocca Carlson & Rauth LLP
660 Newport Center Drive, Suite 1600
Newport Beach, CA 92660-6422
Attention: Vanessa S. Legbandt, Esq.

REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

by and between the

COUNTY OF CONTRA COSTA, CALIFORNIA

and

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership

dated as of November 1, 2025

relating to:

$[35,700,000]	**$_____**
County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A	**County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable)**

TABLE OF CONTENTS

Page

Section 1.	Definitions and Interpretation	2
Section 2.	Representations, Covenants and Warranties of the Borrower	6
Section 3.	Qualified Residential Rental Project	8
Section 4.	Low Income Tenants; Reporting Requirements	10
Section 5.	Tax-Exempt Status of the Bonds	12
Section 6.	Requirements of the Act	12
Section 7.	Requirements of the Issuer	14
Section 8.	Modification of Covenants	16
Section 9.	Indemnification; Other Payments	17
Section 10.	Consideration	18
Section 11.	Reliance	18
Section 12.	Transfer of the Project	19
Section 13.	Term	20
Section 14.	Covenants to Run With the Land	21
Section 15.	Burden and Benefit	21
Section 16.	Uniformity; Common Plan	21
Section 17.	Default; Enforcement	21
Section 18.	[intentionally omitted]	22
Section 19.	Recording and Filing	22
Section 20.	Payment of Fees	23
Section 21.	Governing Law; Venue	23
Section 22.	Amendments; Waivers	23
Section 23.	Notices	24
Section 24.	Severability	24
Section 25.	Multiple Counterparts	24
Section 26.	Limitation on Liability	25
Section 27.	Third-Party Beneficiaries	25
Section 28.	Property Management	25
Section 29.	Requirements of CDLAC	26
Section 30.	Limited Liability of Issuer	27
Section 31.	Conflict With Other Affordability Agreements	27
Section 32.	Annual Reporting Covenant	28

EXHIBIT A	DESCRIPTION OF REAL PROPERTY
EXHIBIT B	FORM OF INCOME CERTIFICATION
EXHIBIT C	FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE
EXHIBIT D	FORM OF COMPLETION CERTIFICATE
EXHIBIT E	CDLAC RESOLUTION
EXHIBIT F	FREDDIE MAC RIDER
EXHIBIT G	CERTIFICATE AS TO COMMENCEMENT OF QUALIFIED PROJECT PERIOD

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS

THIS REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS (as supplemented and amended from time to time, this "Regulatory Agreement"), dated as of November 1, 2025, is by and between the COUNTY OF CONTRA COSTA, CALIFORNIA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (together with any successor to its rights, duties and obligations, the "Issuer"), and ECP PARCEL A SOUTH HOUSING PARTNERS, L.P., a limited partnership duly organized, validly existing and in good standing under the laws of the State of California (together with any successor to its rights, duties and obligations hereunder and as owner of the Project identified herein, the "Borrower").

RECITALS:

WHEREAS, pursuant to Chapter 7 of Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act"), the Issuer authorized to issue revenue bonds to finance the acquisition, construction and development of multifamily rental housing; and

WHEREAS, the Board of Supervisors of the Issuer has authorized the issuance of multifamily mortgage revenue bonds under the Act in connection with the acquisition and construction of a 70-unit multifamily residential rental housing project located on the site described in Exhibit A hereto and to be known as El Cerrito Plaza – Parcel A South (the "Project"), which Project shall be subject to the terms and provisions hereof; and

WHEREAS, in furtherance of the purposes of the Act and as a part of the Issuer's plan of financing affordable housing, the Issuer is issuing its revenue bonds designated "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A" (the "Tax-Exempt Bonds") and "County of Contra Costa, California Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable)" (the "Taxable Bonds"; and, together with the Tax-Exempt Bonds, the "Bonds") pursuant to the terms of a Trust Indenture of even date herewith (the "Indenture"), between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), the proceeds of which Bonds are to be loaned to the Borrower (the "Loan") pursuant to a Loan Agreement, of even date herewith (the "Loan Agreement"), between the Issuer, the Trustee and the Borrower; and

WHEREAS, Section 103 of the Internal Revenue Code of 1986 (the "Code") and the regulations and rulings promulgated with respect thereto and the Act prescribe that the use and operation of the Project be restricted in certain respects and in order to ensure that the Project will be acquired, constructed, equipped, used and operated in accordance with the Code and the Act, the Issuer and the Borrower have determined to enter into this Regulatory Agreement in order to set forth certain terms and conditions relating to the acquisition, construction and operation of the Project.

AGREEMENT:

NOW, THEREFORE, in consideration of the issuance of the Bonds by the Issuer and the mutual covenants and undertakings set forth herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Issuer and the Borrower hereby agree as follows:

Section 1. Definitions and Interpretation. Unless the context otherwise requires, the capitalized terms used herein shall have the respective meanings assigned to them in the recitals hereto, in this Section 1, or in the Indenture.

"Administrator" means the Issuer or any administrator or program monitor appointed by the Issuer to administer this Regulatory Agreement and any successor administrator appointed by the Issuer.

"Affiliated Party" means (a) a person whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, (b) a person who together with the Borrower are members of the same controlled group of corporations (as defined in Section 1563(a) of the Code, except that "more than 50 percent" shall be substituted for "at least 80 percent" each place it appears therein), (c) a partnership and each of its partners (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code, and (d) an S corporation and each of its shareholders (and their spouses and minor children) whose relationship with the Borrower would result in a disallowance of losses under Section 267 or 707(b) of the Code.

"Affordable Rents" means thirty percent (30%) of an amount equal to sixty percent (60%) of the median gross income for the Area, adjusted for household size (as described in the definition of "Low Income Unit" in this Section 1), less a utility allowance calculated as set forth in U.S. Treasury Regulation Section 1.42-10.

"Area" means the Metropolitan Statistical Area or County, as applicable, in which the Project is located, as defined by the United States Department of Housing and Urban Development.

"Available Units" means residential units in the Project that are actually occupied and residential units in the Project that are vacant and have been occupied at least once after becoming available for occupancy, provided that (a) a residential unit that is vacant on the later of (i) the date the Project is acquired or (ii) the issue date of the Bonds is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an Available Unit and does not become an Available Unit until it has been occupied for the first time after the renovations are completed.

"CDLAC" means the California Debt Limit Allocation Committee or its successors.

"CDLAC Conditions" has the meaning given such term in Section 29(a).

"CDLAC Resolution" means CDLAC Resolution No. 25-151 attached hereto as Exhibit E, adopted on April 8, 2025 and relating to the Project, as such resolution may be modified or amended from time to time.

"Certificate of Continuing Program Compliance" means the Certificate to be filed by the Borrower with the Issuer pursuant to Section 4(f) hereof, which shall be substantially in the form attached as Exhibit C hereto or in such other comparable form as may be provided by the Issuer to the Borrower, or as otherwise approved by the Issuer.

"Closing Date" has the meaning given to the term "Delivery Date" in the Indenture.

"Completion Certificate" means the certificate of completion of the construction of the Project required to be delivered to the Issuer by the Borrower pursuant to Section 2(i) of this Regulatory Agreement, which shall be substantially in the form attached to this Regulatory Agreement as Exhibit D.

"Completion Date" means the date of completion of the construction of the Project, as that date shall be certified as provided in Section 2(i) of this Regulatory Agreement.

"Compliance Period" means the period beginning on the first day of the Qualified Project Period and ending on the later of (a) the end of the Qualified Project Period or (b) such later date as set forth in Section 6(f)(3) or 29(c) of this Regulatory Agreement.

"County" means the County of Contra Costa, California.

"FOCUS Program" means (a) the FOCUS Compliance Verification Program (user's guide located at focus.housingcompliance.org) utilized by the Issuer to verify the Borrower's compliance with various requirements of this Regulatory Agreement; or (b) any similar program used by the Issuer, in the substitution for the program described in the preceding clause (a), to verify the Borrower's compliance with various requirements of this Regulatory Agreement.

"Gross Income" means the gross income of a person (together with the gross income of all persons who intend to reside with such person in one residential unit) as calculated in the manner prescribed in under section 8 of the Housing Act.

"Housing Act" or "Housing Law" means the United States Housing Act of 1937, as amended, or its successor.

"Income Certification" means a Tenant Income Certification and a Tenant Income Certification Questionnaire in the form attached as Exhibit B hereto or in such other comparable form as may be provided by the Issuer to the Borrower, or as otherwise approved by the Issuer.

"Indenture" is defined in the Recitals.

"Inducement Date" means January 21, 2025, being the date on which the Board of Supervisors of the Issuer adopted Resolution No. 2025/17, expressing its intent to incur debt obligations to provide financing for the Project.

"Issuer Annual Fee" means: for the period from the Closing Date to but not including [November 1, 2026], $_____ (which is an amount equal to one 1/8 of 1% of the maximum principal amount of the Bonds as of the Closing Date); and, thereafter, on each November 1 during the remainder of the Compliance Period commencing [November 1, 2026], the greater of an amount equal to 1/8 of 1% of the then outstanding principal amount of the Bonds, or $5,000.00; provided, in no event will the aggregate of the Issuer Annual Fee plus the Issuer Issuance Fee paid cause the yield on the Loan to exceed the yield on the Funding Loan plus one and one half percentage points. Upon Project completion, County covenants to work with its municipal advisor and bond counsel to determine if this restriction is complied with.

"Issuer Issuance Fee" means an amount equal to $_____ (which is an amount equal to one 1/8 of 1% of the maximum principal amount of the Bonds as of the Closing Date); provided, in no event will the aggregate of the Issuer Annual Fee plus the Issuer Issuance Fee paid cause the yield on

the Loan to exceed the yield on the Funding Loan plus one and one half percentage points. Upon Project completion, County covenants to work with its municipal advisor and bond counsel to determine if this restriction is complied with.

"Low Income Tenant" means a tenant occupying a Low Income Unit.

"Low Income Unit" means any Available Unit if the aggregate Gross Income of all tenants therein does not exceed limits determined in a manner consistent with determinations of "low-income families" under Section 8 of the Housing Act, provided that the percentage of median gross income that qualifies as low income hereunder shall be sixty percent (60%) of median gross income for the Area, with adjustments for family size. A unit occupied by one or more students shall only constitute a Low Income Unit if such students meet the requirements of Section 142(d)(2)(C) of the Code. The determination of an Available Unit's status as a Low Income Unit shall be made by the Borrower upon commencement of each lease term with respect to such unit, and annually thereafter, on the basis of an Income Certification executed by each tenant.

"Manager" means a property manager meeting the requirements of Section 28 hereof. Related Affordable Management, LLC is the initial Manager.

"Project" means the 70-unit multifamily rental housing development (including one manager's unit) located at 515 Richmond Street in the City of El Cerrito, California, on the real property site described in Exhibit A hereto, consisting of those facilities, including a fee interest in the real property, structures, buildings, fixtures or equipment situated thereon, as it may at any time exist, the acquisition and construction of which facilities is to be financed, in whole or in part, from the proceeds of the Loan, and any real property, structures, buildings, fixtures or equipment acquired in substitution for, as a renewal or replacement of, or a modification or improvement to, all or any part of such facilities.

"Project Costs" means, to the extent authorized by the Act, any and all costs and expenses incurred by the Borrower with respect to the acquisition, financing, construction and/or operation of the Project, whether paid or incurred prior to or after the Closing Date, including, without limitation, costs for the acquisition of property, the cost of consultant, accounting and legal services, appraisal costs, other expenses necessary or incident to the acquisition and construction of the Project, and administrative expenses, and interest on the Loan.

"Qualified Project Costs" means Project Costs that meet each of the following requirements: (i) the costs are properly chargeable to capital account (or would be so chargeable with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs) in accordance with general Federal income tax principles and in accordance with United States Treasury Regulations §1.103-8(a)(1), provided, however, that only such portion of interest accrued during the construction of the Project shall be eligible to be a Qualified Project Cost as is so capitalizable and as bears the same ratio to all such interest as the Qualified Project Costs bear to all Project Costs; and provided further that interest accruing after the date of completion of the construction of the Project shall not be a Qualified Project Cost; and provided still further that if any portion of the Project is being constructed by an Affiliated Party (whether as a general contractor or a subcontractor), Qualified Project Costs shall include only (A) the actual out-of-pocket costs incurred by such Affiliated Party in constructing the Project (or any portion thereof), (B) any reasonable fees for supervisory services actually rendered by the Affiliated Party, and (C) any overhead expenses incurred by the Affiliated Party which are directly attributable to the work performed on the Project, and shall not include, for example, intercompany profits resulting from members of an affiliated group (within the meaning of Section

1504 of the Code) participating in the construction of the Project or payments received by such Affiliated Party due to early completion of the Project; (ii) the costs are paid with respect to a qualified residential rental project or projects within the meaning of Section 142(d) of the Code, (iii) the costs are paid after the earlier of 60 days prior to the Inducement Date or the Closing Date, and (iv) if the Project Costs were previously paid and are to be reimbursed with proceeds of the Loan, such costs were (A) costs of issuance of the Bonds, (B) preliminary capital expenditures (within the meaning of United States Treasury Regulations §1.139-2(f)(2)) with respect to the Project (such as architectural, engineering and soil testing services) incurred before commencement of the construction of the Project that do not exceed twenty percent (20%) of the issue price of the Bonds (as defined in United States Treasury Regulations §1.148-1), or (C) were capital expenditures with respect to the Project that are reimbursed no later than eighteen (18) months after the later of the date the expenditure was paid or the date the Project is placed in service (but no later than three (3) years after the expenditure is paid).

"Qualified Project Period" means the period beginning on the first date on which at least ten percent (10%) of the units in the Project are first occupied, and ending on the later of the following: (a) the date that is fifteen (15) years after the date on which at least fifty percent (50%) of the units in the Project are first occupied; (b) the first date on which no Tax-Exempt private activity bonds with respect to the Project are Outstanding; or (c) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates. For purposes of the foregoing clause (b), the term "private activity bond" has the meaning contemplated in Section 142(d)(2)(A)(ii) of the Code.

"Regulations" means the Income Tax Regulations of the Department of the Treasury applicable under the Code from time to time.

"Regulatory Agreement" means this Regulatory Agreement and Declaration of Restrictive Covenants, as it may be supplemented and amended from time to time.

"Rental Payments" means the rental payments paid by the occupant of a unit, excluding any supplemental rental assistance to the occupant from the State, the federal government, or any other public agency, but including any mandatory fees or charges imposed on the occupant by the Borrower as a condition of occupancy of the unit.

"Tax Counsel" has the meaning given to the term "Bond Counsel" in the Indenture.

"Tax-Exempt" means with respect to interest on any obligations of a state or local government, including the Bonds, that such interest is excluded from gross income for federal income tax purposes of the respective owners of the Bonds; provided, however, that such interest may be includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax, under the Code.

"Tax-Exempt Loan" means the portion of the Loan made using proceeds of the Tax-Exempt Bonds.

"Transfer" means the conveyance, assignment, sale or other disposition of all or any portion of the Project; and shall also include, without limitation to the foregoing, the following: (a) an installment sales agreement wherein Borrower agrees to sell the Project or any part thereof for a price to be paid in installments; and (b) an agreement by the Borrower leasing all or a substantial part of the Project to one or more persons or entities pursuant to a single or related transactions.

Unless the context clearly requires otherwise, as used in this Regulatory Agreement, words of any gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Regulatory Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The titles and headings of the sections of this Regulatory Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Regulatory Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

The parties to this Regulatory Agreement acknowledge that each party and their respective counsel have participated in the drafting and revision of this Regulatory Agreement. Accordingly, the parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Regulatory Agreement or any supplement or exhibit hereto.

Section 2. Representations, Covenants and Warranties of the Borrower.

(a) The statements made in the various certificates delivered by the Borrower to the Issuer, the Servicer or the Trustee on the Closing Date are true and correct.

(b) The Borrower (and any person related to it within the meaning of Section 147(a)(2) of the Code) will not take or omit to take, as is applicable, any action if such action or omission would in any way cause the proceeds of the Loan to be applied in a manner contrary to the applicable requirements of the Loan Agreement and this Regulatory Agreement.

(c) The Borrower will not take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Tax-Exempt Bonds, or the exemption from California personal income taxation of the interest on the Bonds and, if it should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(d) The Borrower will take such action or actions as may be necessary, in the written opinion of Tax Counsel filed with the Issuer and the Servicer (with a copy to Majority Owner), to comply fully with the Act, the Code and all applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service to the extent necessary to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds.

(e) The acquisition by the Borrower of an interest in the site on which the Project is located and the commencement of the construction of the Project occurred after the date which was 60 days prior to the Inducement Date. The Borrower has incurred a substantial binding obligation to expend proceeds of the Loan pursuant to which the Borrower is obligated to expend an amount at least equal to five percent (5%) of the $[35,700,000] maximum principal amount of the Tax-Exempt Loan.

(f) The Borrower will proceed with due diligence to complete the construction of the Project and the full expenditure of the proceeds of the Tax-Exempt Loan. The Borrower reasonably expects to complete the construction of the Project and to expend the full maximum $[35,700,000] principal amount of the Tax-Exempt Loan by [November 1, 2028].

(g) The Borrower's reasonable expectations respecting the total expenditure of the proceeds of the Tax-Exempt Loan have been accurately set forth in a certificate of the Borrower delivered to the Issuer on the Closing Date. At all times, the aggregate disbursements of the proceeds of the Tax-Exempt Loan will have been applied to pay or to reimburse the Borrower for the payment of Qualified Project Costs in an amount equal to ninety-seven percent (97%) or more of such disbursements, and less than twenty-five percent (25%) of such disbursements shall have been used to pay for the acquisition of land or an interest therein.

(h) Notwithstanding the provisions of Section 2.04 of the Loan Agreement, and in addition thereto, the Borrower agrees to obtain a written report from an independent firm with experience in calculating excess investment earnings for purposes of Section 148(f) of the Code, not less than once on or about each five year anniversary of the Closing Date and within thirty (30) days of the date the Bonds has been paid in full, determining that either (i) no excess investment earnings subject to rebate to the federal government under Section 148(f) of the Code have arisen with respect to the Bonds in the prior five-year period (or, with respect to the final such report following the repayment of the Bonds, have arisen since the last five-year report); or (ii) excess investment earnings have so arisen during the prior five-year period (or, with respect to the final such report following the repayment of the Bonds, have arisen since the last five-year report), and specifying the amount thereof that needs to be rebated to the federal government and the date by which such amount needs to be so rebated. The Borrower shall provide a copy of each report prepared in accordance with the preceding sentence to the Issuer, each time within one week of its receipt of the same from the independent firm that prepared the respective report.

(i) As soon as practicable after the Completion Date, the Borrower shall deliver to the Issuer a duly executed Completion Certificate.

(j) The Borrower acknowledges that the Issuer has appointed the Administrator to administer this Regulatory Agreement and to monitor performance by the Borrower of the terms, provisions and requirements hereof. The Borrower shall comply with any reasonable request by the Issuer, the Administrator or the Servicer to deliver to the Administrator or the Servicer, as applicable, in addition to the Issuer, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by the Administrator as an agent of the Issuer and the Servicer upon its respective written request.

(k) Within thirty (30) days after the date on which fifty percent (50%) of the dwelling units in the Project are first occupied, the Borrower will submit to the Issuer (with a copy to the Majority Owner), and will cause to be recorded in the County Recorder's office, a duly executed and completed Certificate as to Commencement of Qualified Project Period in the form of Exhibit G hereto.

(l) Money on deposit in any fund or account in connection with the Loan or the Funding Loan, whether or not such money was derived from other sources, shall not be used by or under the direction of the Borrower, in a manner which would cause the Tax-Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code, and the Borrower specifically agrees that the

investment of money in any such fund shall be restricted as may be necessary to prevent the Tax-Exempt Bonds from being "arbitrage bonds" under the Code.

(m) All of the proceeds of the Tax-Exempt Loan and earnings from the investment of such proceeds will be used to pay Project Costs; and no more than two percent (2%) of the proceeds of the Tax-Exempt Loan will be used to pay issuance costs of the Bonds, within the meaning of Section 147(g) of the Code.

(n) No portion of the proceeds of the Tax-Exempt Loan shall be used to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling, or store the principal business of which is the sale of alcoholic beverages for consumption off premises. No portion of the proceeds of the Tax-Exempt Loan shall be used for an office unless the office is located on the premises of the facilities constituting the Project and unless not more than a de minimis amount of the functions to be performed at such office is not related to the day-to-day operations of the Project.

(o) In accordance with Section 147(b) of the Code, the average maturity of the Tax-Exempt Bonds does not exceed 120% of the average reasonably expected remaining economic life of the facilities being financed by the Tax-Exempt Loan.

(p) The Borrower shall comply with all applicable requirements of Section 65863.10 of the California Government Code pertaining to the Project, including the requirements for providing notices in Sections (b), (c), (d) and (e) thereof, and with all applicable requirements of Section 65863.11 of the California Government Code pertaining to the Project.

(q) The Borrower shall pay all of the Costs of Issuance.

(r) The Borrower hereby incorporates herein, as if set forth in full herein, each of the representations, covenants and warranties of the Borrower contained in the Tax Certificate and the Loan Agreement relating to the Project.

(s) The Borrower hereby represents and warrants that the Project is located entirely within the City of El Cerrito, California.

(t) The Borrower acknowledges, represents and warrants that it understands the nature and structure of the transactions contemplated by this Regulatory Agreement; that it is familiar with the provisions of all of the Loan Documents to which it is a party or of which it is a beneficiary; that it understands the financial and legal risks inherent in such transactions; and that it has not relied on the Issuer for any guidance or expertise in analyzing the financial or other consequences of such financing transactions or otherwise relied on the Issuer in any manner except to issue the Bonds in order to provide funds to assist the Borrower in acquiring and constructing the Project.

Section 3. Qualified Residential Rental Project. The Borrower hereby acknowledges and agrees that the Project is to be owned, managed and operated as a "residential rental project" within the meaning of Section 142(d) of the Code for a term equal to the Compliance Period. To that end, and for the term of this Regulatory Agreement, the Borrower hereby represents, covenants, warrants and agrees as follows:

(a) The Project will be operated for the purpose of providing multifamily residential rental property. The Borrower will own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, and no other facilities, in accordance with Section 142(d) of the Code, Section 1.103-8(b) of the Treasury Regulations and the provisions of the Act, and in accordance with such requirements as may be imposed thereby on the Project from time to time.

(b) All of the dwelling units in the Project (except for not more than one unit set aside for a resident manager or other administrative use) will be similarly constructed units, and each dwelling unit in the Project will contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis or rented for a period of less than 30 consecutive days, or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home or trailer court or park; provided that the use of certain units for tenant guests on an intermittent basis shall not be considered transient use for purposes of this Regulatory Agreement.

(d) No part of the Project will at any time during the Compliance Period be owned by a cooperative housing corporation, nor shall the Borrower take any steps in connection with a conversion to such ownership or use, and the Borrower will not take any steps in connection with a conversion of the Project to condominium ownership during the Compliance Period (except that the Borrower may obtain final map approval and the Final Subdivision Public Report from the California Department of Real Estate and may file a condominium plan with the County).

(e) All of the Available Units in the Project will be available for rental during the period beginning on the date hereof and ending on the termination of the Compliance Period on a continuous, "first-come, first-served" basis to members of the general public, and the Borrower will not give preference to any particular class or group in renting the dwelling units in the Project, except (i) not more than one unit may be set aside for a resident manager or other administrative use, or (ii) to the extent that dwelling units are required to be leased or rented in such a manner that they constitute Low Income Units or otherwise as necessary to comply with Section 6(a), (b) and (c), or (iii) to the extent required under any "extended low-income housing commitment" (an "Extended Use Agreement") applicable to the Project, or (iv) to the extent required by the provisions of any documents related to the provision of State or federal low income housing tax credits for the Project.

(f) The Project site consists of a parcel or parcels that are contiguous except for the interposition of a road, street or stream, and all of the facilities of the Project comprise a single geographically and functionally integrated project for residential rental property, as evidenced by the ownership, management, accounting and operation of the Project.

(g) The Borrower shall not discriminate on the basis of race, creed, color, sex, source of income (e.g. AFDC, SSI), physical disability, age, national origin or marital status in the rental, lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(h) No dwelling unit in the Project shall be occupied by the Borrower. Notwithstanding the foregoing, if the Project contains five or more dwelling units, this paragraph shall not be construed to prohibit occupancy of dwelling units by one or more resident managers or maintenance personnel any of whom may be the Borrower; provided that the number of such managers or maintenance personnel is not unreasonable given industry standards in the area for the number of dwelling units in the Project.

(i) The Borrower will not sell dwelling units within the Project.

(j) Should involuntary noncompliance with the provisions of Section 1.103-8(b) of the Treasury Regulations be caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date which prevents the Issuer from enforcing the requirements of the Code and the Treasury Regulations as applicable to the Project, or condemnation or similar event, the Borrower covenants that, within a "reasonable period" determined in accordance with the applicable Regulations, it will either prepay the Loan or, if permitted under the provisions of the Loan Agreement, apply any proceeds received as a result of any of the preceding events to rehabilitate the Project to meet the requirements of Section 142(d) of the Code and the applicable Regulations.

(k) During the Qualified Project Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

The Issuer hereby elects to have the Project meet the requirements of Section 142(d)(1)(B) of the Code.

Section 4. Low Income Tenants; Reporting Requirements. Pursuant to the requirements of the Code, the Borrower hereby represents, warrants and covenants as follows:

(a) During the Compliance Period, no less than forty percent (40%) of the total number of completed units in the Project shall at all times be Low Income Units. For the purposes of this paragraph (a), a vacant unit that was most recently a Low Income Unit is treated as a Low Income Unit until reoccupied, other than for a temporary period of not more than 31 days, at which time the character of such unit shall be redetermined.

In addition to the foregoing, the Borrower shall comply with the "Other Restricted Units" requirements of Section 14.b. of Exhibit A to the CDLAC Resolution, as required by Section 29(a), including the tenant income restrictions referenced after Section 7 of Exhibit A to the CDLAC Resolution.

(b) No tenant qualifying as a Low Income Tenant upon initial occupancy shall be denied continued occupancy of a unit in the Project because, after admission, the aggregate Gross Income of all tenants in the unit occupied by such Low Income Tenant increases to exceed the qualifying limit for a Low Income Unit. However, should the aggregate Gross Income of tenants in a Low Income Unit, as of the most recent determination thereof, exceed one hundred forty percent (140%) of the applicable income limit for a Low Income Unit occupied by the same number of tenants, the next available unit of comparable or smaller size must be rented to (or held vacant and available for immediate occupancy by) Low Income Tenant(s). The unit occupied by such tenants whose aggregate

Gross Income exceeds such applicable income limit shall continue to be treated as a Low Income Unit for purposes of the 40% requirement of Section 4(a) hereof unless and until an Available Unit of comparable or smaller size is rented to persons other than Low Income Tenants.

(c) During the Compliance Period, the Borrower will obtain, complete and maintain on file Income Certifications for each Low Income Tenant, including (i) an Income Certification dated immediately prior to the initial occupancy of such Low Income Tenant in the unit and a second Income Certification dated one year after the Low-Income Tenant's initial move-in date, and (ii) thereafter, an annual Income Certification with respect to each Low Income Tenant. In lieu of obtaining the annual Income Certifications required by clause (ii) of the preceding sentence, the Borrower may, with respect to any particular twelve-month period ending each February 1, deliver to the Administrator no later than fifteen days after such date a certification that as of each February 1, no residential unit in the Project was occupied within the preceding twelve months by a new resident whose income exceeded the limit applicable to Low Income Tenants upon admission to the Project. The Administrator may at any time and in its sole and absolute discretion notify the Borrower in writing that it will no longer accept certifications of the Borrower made pursuant to the preceding sentence and that the Borrower will thereafter be required to obtain annual Income Certifications for tenants. The Borrower will also provide such additional information as may be required in the future by the Code, the State or the Issuer, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements now or hereafter promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service with respect to Tax-Exempt obligations. Upon request of the Administrator or the Issuer, copies of Income Certifications for Low Income Tenants commencing or continuing occupation of a Low Income Unit shall be submitted to the Administrator or the Issuer, as requested.

(d) The Borrower shall make a good faith effort to verify that the income information provided by an applicant in an Income Certification is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain pay stubs for the three most recent pay periods, (2) obtain an income tax return for the most recent tax year, (3) obtain a credit report or conduct a similar type credit search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification reasonably acceptable to the Administrator.

(e) The Borrower will maintain complete and accurate records pertaining to the Low Income Units, and will permit any duly authorized representative of the Administrator, the Issuer, the Servicer, the Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units.

(f) The Borrower will prepare and submit to the Administrator, on behalf of the Issuer, not less than annually, commencing not less than six months after the Closing Date, a Certificate of Continuing Program Compliance executed by the Borrower in substantially the form attached hereto as Exhibit C. During the Compliance Period, the Borrower shall submit a completed Internal Revenue Code Form 8703 or such other annual certification as required by the Code with respect to the Project, to the Secretary of the Treasury on or before March 31 of each year (or such other date as may be required by the Code).

(g) During the entire Compliance Period, all tenant leases or rental agreements shall be subordinate to this Regulatory Agreement. All leases pertaining to Low Income Units shall contain clauses, among others, wherein each tenant who occupies a Low Income Unit: (i) certifies the accuracy of the statements made by such tenant in the Income Certification; (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such tenant will comply promptly with all requests for information with respect thereto from the Borrower, the Issuer or the Administrator on behalf of the Issuer, and that the failure to provide accurate information in the Income Certification or refusal to comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of the tenancy of such tenant; (iii) acknowledges that the Borrower has relied on the statements made by such tenant in the Income Certification and supporting information supplied by the Low Income Tenant in determining qualification for occupancy of a Low Income Unit, and that any material misstatement in such certification (whether or not intentional) will be cause for immediate termination of such lease or rental agreement; (iv) agrees that the tenant's income is subject to annual certification in accordance with Section 4(c) and that if upon any such certification the aggregate Gross Income of tenants in such unit exceeds the applicable income limit under Section 4(b), the unit occupied by such tenant may cease to qualify as a Low Income Unit and such unit's rent may be subject to increase; and (v) agrees that a tenant's failure to cooperate with the annual recertification process required by this Regulatory Agreement is grounds for termination of the lease or rental agreement.

For purposes of this Section 4, no unit occupied by a residential manager shall be treated as a rental unit during the time of such occupation.

Section 5. Tax-Exempt Status of the Tax-Exempt Bonds. The Borrower and the Issuer, as applicable, each hereby represents, warrants and agrees as follows:

(a) The Borrower and the Issuer will not knowingly take or permit, or omit to take or cause to be taken, as is appropriate, any action that would adversely affect the Tax-Exempt nature of the interest on the Tax-Exempt Bonds and, if either of them should take or permit, or omit to take or cause to be taken, any such action, it will take all lawful actions necessary to rescind or correct such actions or omissions promptly upon obtaining knowledge thereof.

(b) The Borrower and the Issuer will file of record such documents and take such other steps as are necessary, in the written opinion of Tax Counsel filed with the Issuer (with a copy to the Borrower, Servicer and Majority Owner), in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project, including, but not limited to, the execution and recordation of this Regulatory Agreement in the real property records of the County.

Section 6. Requirements of the Act. In addition to the other requirements set forth herein, the Borrower hereby agrees that it shall comply with each of the requirements of the Act, including the following:

(a) As provided in Section 52080(a)(1)(B) of the Act, forty percent (40%) or more of the completed residential units in the Project shall be occupied by, or held vacant and available for occupancy by, individuals whose income is sixty percent (60%) or less of area median income, within the meaning of Section 52080(a)(1) of the Act (it being acknowledged that (i) units required to be set aside for Low Income Tenants pursuant to Section 4(a) may be counted for purposes of satisfying the requirements of this Section 6(a) if the related Low Income Tenants otherwise satisfy the requirements

of this Section 6(a) and (ii) units with over-income tenants previously qualified as Low Income Tenants as may be counted as satisfying the requirements of this Section 6(a) to the extent provided in Section 4(b)).

(b) The rental payments paid by the occupants of the units described in paragraph (a) of this Section (excluding any supplemental rental assistance from the state, the federal government, or any other public agency to those occupants or on behalf of those units) shall not exceed thirty percent of sixty percent of area median income, within the meaning of Section 52080(a)(1) of the Act.

(c) The Borrower shall accept as tenants, on the same basis as all other prospective tenants, Low Income Tenants who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Law. The selection criteria applied to certificate holders under Section 8 of the Housing Law shall not be more burdensome than the criteria applied to all other prospective tenants.

(d) The Borrower shall ensure that units occupied as required by paragraph (a) of this Section are of comparable quality and offer a range of sizes and number of bedrooms comparable to those units which are available to other tenants.

(e) As provided in Section 52080(e) of the Act, the Project may be syndicated after prior written approval of the Issuer. The Issuer shall grant that approval only after it determines that the terms and conditions of the syndication (1) shall not reduce or limit any of the requirements of the Act or regulations adopted or documents executed pursuant to the Act, (2) shall not cause any of the requirements in this Regulatory Agreement to be subordinated to the syndication agreement, or (3) shall not result in the provision of fewer assisted units, or the reduction of any benefits or services, than were in existence prior to the syndication agreement. The Issuer hereby acknowledges that this Section 6(e) does not apply to any syndication of federal tax credits for the Project.

(f) Following the expiration or termination of the Qualified Project Period, except in the event of foreclosure and redemption of the Bonds, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, units required to be reserved for occupancy pursuant to Section 6(a) shall remain available to any eligible household occupying a reserved unit at the date of such expiration or termination, at a rent not greater than the amount required by Section 6(b), until the earliest of any of the following occur:

(1) The household's income exceeds 140 percent of the maximum eligible income specified in Section 6(a).

(2) The household voluntarily moves or is evicted for "good cause." "Good cause" for the purposes of this section means the nonpayment of rent or allegation of facts necessary to prove major, or repeated minor, violations of material provisions of the occupancy agreement which detrimentally affect the health, safety, occupancy or quiet enjoyment of other persons or the structure, the fiscal integrity of the Project or the purposes or special programs of the Project.

(3) Thirty years after the date of commencement of the Qualified Project Period.

(4) The Borrower pays the relocation assistance and benefits to tenants as provided in subdivision (b) of Section 7264 of the California Government Code.

(g) Except in the event of foreclosure and repayment of the Bonds, deed in lieu of foreclosure, eminent domain, or action of a federal agency preventing enforcement, during the three years prior to expiration of the Qualified Project Period, the Borrower shall continue to make available to eligible households reserved units that have been vacated to the same extent that nonreserved units are made available to noneligible households.

(h) This Section shall not be construed to require the Issuer to monitor the Borrower's compliance with the provisions of paragraph (f), or that the Issuer shall have any liability whatsoever in the event of the failure by the Borrower to comply with any of the provisions of this Regulatory Agreement.

(i) The covenants and conditions of this Regulatory Agreement shall be binding upon successors in interest of the Borrower.

(j) This Regulatory Agreement shall be recorded in the office of the County Recorder of the County, and shall be recorded in the grantor-grantee index to the names of the Borrower as grantor and to the name of the Issuer as grantee.

Section 7. Requirements of the Issuer. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of the Issuer set forth in this Section 7, as follows:

(a) All tenant lists, applications and waiting lists relating to the Project shall at all times be kept separate and identifiable from any other business of the Borrower and shall be maintained as required by the Issuer, in a reasonable condition for proper audit and subject to examination upon reasonable notice (which need not be in excess of three Business Days) and during business hours by representatives of the Issuer.

(b) The Borrower shall not discriminate on the basis of race, creed, color, religion, sex, sexual orientation, marital status, national origin, source of income (e.g. AFDC and SSI), ancestry or handicap in the lease, use or occupancy of the Project (except as required to comply with Section 3(e)(ii), (iii) or (iv)), or in connection with the employment or application for employment of persons for the construction, operation, or management of the Project.

(c) The Borrower shall not, at initial occupancy, permit occupancy in any unit in the Project by more than (i) two persons per bedroom in the unit, plus (ii) one person; and the Borrower shall at all times offer for rent the largest unit then available for the applicable household size (being one bedroom units for 2-3 person households, and two bedroom units for 4-5 person households). The foregoing, however, shall not apply to one unit in the Project occupied by or set aside for a resident manager.

(d) The Borrower shall pay to the Issuer (i) through the escrow account established by the Title Company on the Closing Date the Issuer Issuance Fee and the Issuer Annual Fee for the period from the Closing Date to but not including November 1, 2026, and (ii) directly to the Issuer on each November 1, on and after November 1, 2026, the Issuer Annual Fee; without in either case any requirement for notice or billing of the amount due. In addition, the Borrower shall pay to the Issuer promptly following receipt of an invoice that reasonably identifies the relevant expenses and the amounts thereof, any out of pocket expenses incurred by the Issuer in connection with the Bonds, the

Project Note, the Indenture, the Loan Agreement, this Regulatory Agreement or any of the other Financing Documents, including but not limited to any costs related to the FOCUS Program.

(e) The rent limits set forth in Sections 6(b) and 6(f) shall apply to all Low Income Units. In addition, the rental payments paid by Low Income Tenants for the Low Income Units shall not exceed Affordable Rents.

(f) The Borrower will accept as tenants, on the same basis as all other prospective tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing program under Section 8 of the Act, or its successor. The Borrower shall not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective tenants, nor shall the Borrower apply or permit the application of management policies or lease provisions with respect to the Project which have the effect of precluding occupancy of units by such prospective tenants.

(g) The Borrower shall submit to the Issuer: (i) rent rolls and other information required by the FOCUS Program on a quarterly basis, and (ii) within fifteen (15) days after receipt of a written request, any other information or completed forms requested by the Issuer in order to comply with reporting requirements of the Internal Revenue Service or the State.

(h) The Borrower shall indemnify the Issuer as provided in Section 9 hereof and in Section 6.01 of the Loan Agreement.

(i) The Issuer may, at its option and at its expense, at any time appoint an Administrator to administer this Agreement or any provision hereof and to monitor performance by the Borrower of all or of any of the terms, provisions and requirements hereof. Following any such appointment, the Borrower shall comply with any request by the Issuer to deliver to such Administrator, in addition to or instead of the Issuer, any reports, notices or other documents required to be delivered pursuant hereto, and to make the Project and the books and records with respect thereto available for inspection by such administrator as an agent of the Issuer.

(j) The Borrower shall submit its written management policies with respect to the Project, if any, to the Issuer for its review, and shall amend such policies in any way necessary to insure that such policies comply with the provisions of this Regulatory Agreement and the requirements of the existing program under Section 8 of the Housing Law, or its successors. The Borrower shall not promulgate management policies which conflict with the provisions of the addendum to the form of lease for the Project prepared by the Housing Authority of Contra Costa County, and shall attach such addendum to leases for tenants which are holders of Section 8 certificates.

(k) The Borrower shall screen and select tenants for desirability and creditworthiness at its discretion; provided, however, that the Borrower shall consider a prospective tenant's rent history for at least the one year period prior to application as evidence of the tenant's ability to pay the applicable rent.

(l) At least six months prior to the expiration of the Qualified Project Period the Borrower shall provide by first-class mail, postage prepaid, a notice to all tenants in the Low Income Units containing (i) the anticipated date of the expiration of the Qualified Project Period, (ii) any anticipated rent increase upon the expiration of the Qualified Project Period, (iii) a statement that a copy of such notice will be sent to the Issuer, and (iv) a statement that a public hearing may be held by the Issuer on

the issue and that the tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. The Borrower shall also file a copy of the above-described notice with the Community Development Bond Program Manager of the Department of Conservation and Development of the Issuer.

(m) Notwithstanding Section 1461 of the Civil Code, the provisions of this Section shall run with the land and may be enforced either in law or in equity by any resident, local agency, entity, or by any other person adversely affected by the Borrower's failure to comply with the provisions of this Section.

(n) The Borrower shall not participate in any refunding of the Bonds or the Loan by means of the issuance of bonds or other obligations by any governmental body other than the Issuer.

(o) Each of the requirements of Sections 3, 4 and 6 hereof is hereby incorporated as a specific requirement of the Issuer, whether or not required by California or federal law.

(p) The requirements of Section 6 and this Section 7 shall be in effect during the entire Compliance Period.

Any of the foregoing requirements of the Issuer contained in this Section 7 may be expressly waived by the Issuer in writing, but (i) no waiver by the Issuer of any requirement of this Section 7 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Issuer has received an opinion of Tax Counsel (with a copy to Servicer and Majority Owner) that any such provision is not required by the Act and may be waived without adversely affecting the exclusion from gross income of interest on the Bonds for federal income tax purposes; and (ii) any requirement of this Section 7 shall be void and of no force and effect if the Issuer and the Borrower receive a written opinion of Tax Counsel (with a copy to Servicer and Majority Owner) to the effect that compliance with any such requirement would cause interest on the Tax-Exempt Bonds to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act or any other State or federal law.

Section 8. Modification of Covenants. The Borrower and the Issuer hereby agree as follows:

(a) To the extent any amendments to the Act, the Treasury Regulations or the Code shall, in the written opinion of Tax Counsel filed with the Issuer and the Borrower (with a copy to Servicer and Majority Owner), retroactively impose requirements upon the ownership or operation of the Project more restrictive than those imposed by this Regulatory Agreement, and if such requirements are applicable to the Project and compliance therewith is necessary to maintain the validity of, or the Tax-Exempt status of interest on the Tax-Exempt Bonds, this Regulatory Agreement shall be deemed to be automatically amended to impose such additional or more restrictive requirements.

(b) To the extent that the Act, the Treasury Regulations or the Code, or any amendments thereto, shall, in the written opinion of Tax Counsel filed with the Issuer and the Borrower (with a copy to Servicer and Majority Owner), impose requirements upon the ownership or operation of the Project less restrictive than imposed by this Regulatory Agreement, this Regulatory Agreement may be amended or modified to provide such less restrictive requirements but only by written amendment signed by the Issuer, at its sole discretion, and the Borrower, and only upon receipt by the Issuer (with a copy to Servicer and Majority Owner) of the written opinion of Tax Counsel to the effect that such

amendment is permitted by the Loan Agreement and will not affect the Tax-Exempt status of interest on the Tax-Exempt Bonds or violate the requirements of the Act, and otherwise is in accordance with Section 22 hereof.

(c) The Borrower and the Issuer shall execute, deliver and, if applicable, file of record any and all documents and instruments necessary to effectuate the intent of this Section 8.

Section 9. Indemnification; Other Payments. To the fullest extent permitted by law, the Borrower agrees to indemnify, hold harmless and defend the Issuer and each of its officers, Supervisors, officials, employees, attorneys and agents (collectively, the "Indemnified Parties"), against any and all losses, damages, claims, actions, liabilities, costs and expenses of any conceivable nature, kind or character (including, without limitation, reasonable attorneys' fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) to which the Indemnified Parties, or any of them, may become subject under or any statutory law (including federal or state securities laws) or at common law or otherwise, arising out of or based upon or in any way relating to:

(i) the Indenture, the Loan Agreement, this Regulatory Agreement or any of the other Financing Documents and all documents related thereto, or the execution or amendment hereof or thereof or in connection with transactions contemplated hereby or thereby, including the issuance, sale, resale or remarketing of the Funding Loan;

(ii) any act or omission of the Borrower or any of its agents, contractors, servants, employees or licensees in connection with the Loan or the Project, the acquisition, construction or operation of the Project, or the condition, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition and construction of the Project or any part thereof;

(iii) any lien or charge upon payments by the Borrower to the Issuer or the Servicer or any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges imposed on the Issuer or the Servicer in respect of any portion of the Project; the Issuer or Servicer will endeavor to give prompt notice to the Borrower of any such lien, charge, tax, assessment, imposition, or other charge but failure to give cush notice shall not reduce or negate in any way Borrower's obligations under this Section 9;

(iv) any violation of the Loan Agreement or any environmental law, rule or regulation with respect to, or the release of any toxic substance from, the Project or any part thereof;

(v) the defeasance and/or prepayment, in whole or in part, of the Funding Loan or the Loan;

(vi) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering statement or disclosure document for the Funding Loan or any of the documents relating to the Funding Loan, or any omission or alleged omission from any offering statement or disclosure document for the Funding Loan of any material fact necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; or

(vii) any declaration of taxability of interest on the Tax-Exempt Bonds, or allegations (or regulatory inquiry) that interest on the Tax-Exempt Bonds is taxable for federal tax purposes;

except to the extent such damages are caused by the willful misconduct of such Indemnified Party. In the event that any action or proceeding is brought against any Indemnified Party with respect to which indemnity may be sought hereunder, the Borrower, upon written notice from the Indemnified Party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove any such compromise or settlement. Each Indemnified Party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that such Indemnified Party may only employ separate counsel at the expense of the Borrower if in the judgment of such Indemnified Party a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

In addition thereto, the Borrower will pay upon demand all of the fees and expenses paid or incurred by the Issuer in enforcing the provisions hereof.

The provisions of this Section 9 shall survive the final payment or defeasance of the Bonds and the Loan, and the termination of this Regulatory Agreement.

Nothing contained in this Section 9 shall cause the obligation of the Borrower to pay principal and interest on the Loan to be a recourse obligation of the Borrower.

The obligations of the Borrower under this Section are independent of any other contractual obligation of the Borrower to provide indemnity to the Indemnified Parties, and the obligation of the Borrower to provide indemnity hereunder shall not be interpreted, construed or limited in light of any other separate indemnification obligation of the Borrower. The Indemnified Party shall be entitled simultaneously to seek indemnity under this Section and any other provision under which it is entitled to indemnity.

Section 10. Consideration. The Issuer has agreed to incur the Funding Loan to provide funds to lend to the Borrower to finance the Project, all for the purpose, among others, of inducing the Borrower to construct and operate the Project. In consideration of the issuance of the Bonds by the Issuer, the Borrower has entered into this Regulatory Agreement and has agreed to restrict the uses to which this Project can be put on the terms and conditions set forth herein.

Section 11. Reliance. The Issuer and the Borrower hereby recognize and agree that the representations and covenants set forth herein may be relied upon by all persons interested in the legality and validity of the Bonds, in the exemption from California personal income taxation of interest on the Bonds and in the Tax-Exempt status of the interest on the Tax-Exempt Bonds. In performing their duties and obligations hereunder, the Issuer and the Administrator may rely upon statements and certificates of the Low Income Tenants, and upon audits of the books and records of the Borrower pertaining to the Project. In addition, the Issuer may consult with counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Issuer hereunder in good faith and in conformity with such opinion. In

determining whether any default or lack of compliance by the Borrower exists under this Regulatory Agreement, the Issuer shall not be required to conduct any investigation into or review of the operations or records of the Borrower and may rely solely on any written notice or certificate delivered to the Issuer by the Borrower with respect to the occurrence or absence of a default.

Section 12. Transfer of the Project. During the entire Compliance Period, the Borrower shall not Transfer the Project, in whole or in part, without the prior written consent of the Issuer, which consent shall not be unreasonably withheld or delayed, if the following conditions are satisfied: (A) the receipt by the Issuer of evidence acceptable to the Issuer that (1) the Borrower shall not be in default hereunder or under any of the other Loan Documents in effect, or the transferee undertakes to cure any defaults of the Borrower to the reasonable satisfaction of the Issuer; (2) the continued operation of the Project shall comply with the provisions of this Regulatory Agreement; (3) either (a) the transferee or its Manager has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects, or (b) the transferee agrees to retain a Manager with the experience and record described in subclause (a) above, or (c) the transferring Borrower or its management company will continue to manage the Project, or another management company reasonably acceptable to the Issuer will manage, for at least one year following such Transfer and, if applicable, during such period the transferring Borrower or its management company will provide training to the transferee and its manager in the responsibilities relating to the Low Income Units; and (4) the person or entity that is to acquire the Project does not have pending against it, and does not have a history of significant and material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies; (B) the execution by the transferee of a document reasonably acceptable to the Issuer with respect to the assumption of the Borrower's obligations under this Regulatory Agreement and the other Loan Documents in effect, including without limitation an instrument of assumption hereof and thereof, and delivery to the Issuer of an opinion of such transferee's counsel to the effect that each such document and this Regulatory Agreement are valid, binding and enforceable obligations of such transferee, subject to bankruptcy and other affecting creditor's rights; (C) receipt by the Issuer of an opinion of Tax Counsel (with a copy to Servicer and Majority Owner) to the effect that any such Transfer will not adversely affect the Tax-Exempt status of interest on the Tax-Exempt Bonds; (D) receipt by the Issuer of all fees and/or expenses then currently due and payable to the Issuer by the Borrower under any of the Loan Documents; and (E) receipt by the Issuer of evidence of satisfaction of compliance with the provisions of Section 29(d)(i) related to notice to CDLAC of transfer of the Project.

It is hereby expressly stipulated and agreed that any Transfer of the Project in violation of this Section 12 shall be null, void and without effect, shall cause a reversion of title to the Borrower, and shall be ineffective to relieve the Borrower of its obligations under this Regulatory Agreement. The written consent of the Issuer to any Transfer of the Project shall constitute conclusive evidence that the Transfer is not in violation of this Section 12. Nothing in this Section shall affect any provision of any other document or instrument between the Borrower and any other party which requires the Borrower to satisfy certain conditions or obtain the prior written consent of such other party in order to Transfer the Project. Upon any Transfer that complies with this Regulatory Agreement, the Borrower shall be fully released from its obligations hereunder, but only to the extent such obligations have been fully assumed in writing by the transferee of the Project.

The foregoing notwithstanding, the Project may be transferred pursuant to a foreclosure, exercise of power of sale or deed in lieu of foreclosure or comparable conversion under any deed of trust without the consent of the Issuer or compliance with the provisions of this Section 12. The Issuer hereby approves the transfer of limited partnership interests in the Borrower to affiliates of the investor limited partner of the Borrower, including, without limitation, the transfer of membership interests in the Borrower from the investor limited partner and non-managing membership interests in the limited partner of Borrower.

During the entire Compliance Period, the Borrower shall not: (1) encumber any of the Project or grant commercial leases of any part thereof, or permit the conveyance, transfer or encumbrance of any part of the Project, except for (A) encumbrances permitted under the [Continuing Covenant Agreement] and the Loan Agreement, or (B) a Transfer in accordance with the terms of this Regulatory Agreement, in each case upon receipt by the Issuer of an opinion of Tax Counsel (with a copy to Servicer and Majority Owner) to the effect that such action will not adversely affect the Tax-Exempt status of interest on the Tax-Exempt Bonds (provided that such opinion will not be required with respect to any encumbrance, lease or transfer relating to a commercial operation or ancillary facility that will be available for tenant use and is customary to the operation of multifamily housing developments similar to the Project); (2) demolish any part of the Project or substantially subtract from any real or personal property of the Project, except to the extent that what is demolished or removed is replaced with comparable property or such demolition or removal is otherwise permitted by the Loan Agreement; or (3) permit the use of the dwelling accommodations of the Project for any purpose except rental residences.

Section 13. Term. This Regulatory Agreement and all and several of the terms hereof shall become effective upon its execution and delivery, and shall remain in full force and effect for the period provided herein and shall terminate as to any provision not otherwise provided with a specific termination date and shall terminate in its entirety at the end of the Compliance Period, it being expressly agreed and understood that the provisions hereof are intended to survive the repayment of the Bonds and of the Loan and the termination of the Loan Agreement.

The terms of this Regulatory Agreement to the contrary notwithstanding, the requirements of this Regulatory Agreement shall terminate and be of no further force and effect in the event of involuntary noncompliance with the provisions of this Regulatory Agreement caused by fire or other casualty, seizure, requisition, foreclosure or transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal agency after the Closing Date, which prevents the Issuer from enforcing such provisions, or condemnation or a similar event, but only if, within a reasonable period, either (a) the Funding Loan is fully repaid, fully cancelled or fully forgiven, or (b) amounts received as a consequence of such event are used to provide a project that meets the requirements hereof; provided, however, that the preceding provisions of this sentence shall cease to apply and the restrictions contained herein shall be reinstated if, at any time subsequent to the termination of such provisions as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal income tax purposes. The Borrower hereby agrees that, following any foreclosure, transfer of title by deed in lieu of foreclosure or similar event, neither the Borrower nor any such related person as described above will obtain an ownership interest in the Project for federal tax purposes.

Notwithstanding any other provision of this Regulatory Agreement, this Regulatory Agreement may be terminated upon agreement by the Issuer and the Borrower, with the consent of CDLAC, upon

receipt by the Issuer of an opinion of Tax Counsel to the effect that such termination will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and is otherwise permitted under the Act. Upon the termination of the terms of this Regulatory Agreement, the parties hereto agree to execute, deliver and record appropriate instruments of release and discharge of the terms hereof; provided, however, that the execution and delivery of such instruments shall not be necessary or a prerequisite to the termination of this Regulatory Agreement in accordance with its terms.

Section 14. Covenants to Run With the Land. Notwithstanding Section 1461 of the California Civil Code, the Borrower hereby subjects the Project to the covenants, reservations and restrictions set forth in this Regulatory Agreement. The Issuer and the Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the Borrower's successors in title to the Project; provided, however, that on the termination of this Regulatory Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments.

Section 15. Burden and Benefit. The Issuer and the Borrower hereby declare their understanding and intent that the burdens of the covenants set forth herein touch and concern the land in that the Borrower's legal interest in the Project is rendered less valuable thereby. The Issuer and the Borrower hereby further declare their understanding and intent that the benefits of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project by Low Income Tenants, the intended beneficiaries of such covenants, reservations and restrictions, and by furthering the public purposes for which the Bonds was issued.

Section 16. Uniformity; Common Plan. The covenants, reservations and restrictions hereof shall apply uniformly to the entire Project in order to establish and carry out a common plan for the use of the site on which the Project is located.

Section 17. Default; Enforcement. If the Borrower defaults in the performance or observance of any covenant, agreement or obligation of the Borrower set forth in this Regulatory Agreement, and if such default remains uncured for a period of 60 days after notice thereof shall have been given by the Issuer to the Borrower (with a copy to Servicer and Majority Owner), or for a period of 60 days from the date the Borrower should, with reasonable diligence, have discovered such default, then the Issuer may declare an "Event of Default" to have occurred hereunder; provided, however, that if the default is of such a nature that it cannot be corrected within 60 days, such default shall not constitute an Event of Default hereunder so long as (i) the Borrower institutes corrective action within said 60 days and diligently pursues such action until the default is corrected, and (ii) in the opinion of Tax Counsel, the failure to cure said default within 60 days will not adversely affect the Tax-Exempt status of interest on the Bonds. The Issuer shall have the right to enforce the obligations of the Borrower under this Regulatory Agreement within shorter periods of time than are otherwise provided herein if necessary to insure compliance with the Act or the Code.

Following the declaration of an Event of Default hereunder, the Issuer may at its option and subject to the provisions of the Indenture, take any one or more of the following steps, in addition to all other remedies provided by law or equity:

(i) by mandamus or other suit, action or proceeding at law or in equity, including injunctive relief, require the Borrower to perform its obligations and covenants hereunder or enjoin any acts or things that may be unlawful or in violation of the rights of the Issuer hereunder;

(ii) have access to and inspect, examine and make copies of all of the books and records of the Borrower pertaining to the Project;

(iii) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of the Borrower hereunder; and

(iv) order and direct the Borrower in writing to terminate the Manager and to select a replacement Manager meeting the requirements hereof within 60 days of such written direction, and to notify the Issuer in writing of the identity of the replacement Manager and certify that such replacement Manager satisfies the requirements hereof.

The Borrower hereby agrees that specific enforcement of the Borrower's agreements contained herein is the only means by which the Issuer may fully obtain the benefits of this Regulatory Agreement made by the Borrower herein, and the Borrower therefore agrees to the imposition of the remedy of specific performance against it in the case of any Event of Default by the Borrower hereunder.

It is acknowledged and agreed by the Borrower and the Issuer that one of the primary purposes of this Regulatory Agreement is to preserve the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds. The Trustee and the Servicer are hereby declared intended third party beneficiaries of this Regulatory Agreement and shall be entitled to enforce the provisions hereof in the event of any default hereunder.

The Issuer hereby agrees that cure of any Event of Default made or tendered by any partner of the Borrower shall be deemed to be a cure by the Borrower and shall be accepted or rejected on the same basis as if made or tendered by the Borrower.

Section 18. [intentionally omitted].

Section 19. Recording and Filing.

(a) The Borrower shall cause this Regulatory Agreement and all amendments and supplements hereto and thereto, to be recorded and filed in the real property records of the County, and in such other places as the Issuer may reasonably request. The Borrower shall pay all fees and charges incurred in connection with any such recording.

(b) The Borrower and the Issuer will file of record such other documents and take such other steps as are reasonably necessary, in the opinion of Tax Counsel, in order to insure that the requirements and restrictions of this Regulatory Agreement will be binding upon all owners of the Project.

(c) The Borrower hereby covenants to include or reference the requirements and restrictions contained in this Regulatory Agreement in any documents transferring any interest in the Project to another person to the end that such transferee has notice of, and is bound by, such restrictions, and, except in the case of a foreclosure or comparable involuntary conversion of the Security Instrument), whereby the Trustee becomes the owner of the Project, to obtain the agreement from any transferee to abide by all requirements and restrictions of this Regulatory Agreement.

Section 20. Payment of Fees. Notwithstanding any prepayment of the Loan and discharge of the Loan Agreement, the Borrower shall continue to pay (or, to the extent allowed under the Code, shall prepay the present value at such time of) the fees of the Issuer as provided in this Section 20, unless such prepayment is made in connection with a refunding of the Bonds.

The Borrower agrees to pay to the Issuer (i) the Issuer Issuance Fee, which shall be paid on or before the Closing Date, (ii) the Issuer Annual Fee, which shall be payable commencing on the Closing Date and annually on each November 1 thereafter, and continuing throughout the Compliance Period, and (iii) within 30 days after receipt of request for payment thereof, all reasonable out-of-pocket expenses of the Issuer (not including salaries and wages of Issuer employees) related to the Bonds, the Loan, the other Financing Documents and the Project and the financing thereof, including, without limitation, legal fees and expenses incurred in connection with the interpretation, performance, enforcement or amendment of any documents relating to the Project, the Bonds, the Loan or any of the other Financing Documents.

In the event that the Qualified Project Period terminates prior to the termination of the Compliance Period (other than by reason of the issuance of refunding bonds), and provided that the conditions of this Section are satisfied, the Borrower shall thereafter and for the remainder of the Compliance Period pay to the Issuer annually in advance an amount equal to $5,000.00. Notwithstanding the foregoing, any foreclosing lender, its successors, assigns, nominees or a third party purchaser at foreclosure shall not be obligated under this Section following a foreclosure or deed in lieu of foreclosure; provided, however, that the preceding provisions of this sentence shall cease to apply and the requirements contained in this Section shall be reinstated if, at any time subsequent to the termination of the provisions of this Section as the result of the foreclosure or the delivery of a deed in lieu of foreclosure or a similar event, the Borrower or any related person (within the meaning of Section 1.103-10(e) of the Treasury Regulations) obtains an ownership interest in the Project for federal income tax purposes. The full Issuer Annual Fee shall continue to be payable unless and until the Issuer has confirmed receipt of all amounts then due and payable in arrears by the Borrower to the Issuer in connection with the Loan, at which point the Issuer Annual Fee shall become effective.

If the Borrower fails to make payment of the Issuer Annual Fee for a period of two consecutive years or more, the Issuer may, in its sole discretion, declare the total amount of the Issuer Annual Fee through the end of the Compliance Period immediately due and payable, such amount to be discounted at a rate equal to the then current market rate for U.S. Treasury obligations of a maturity equal to the remaining term of the Compliance Period.

Section 21. Governing Law; Venue. This Regulatory Agreement shall be construed in accordance with and governed by the laws of the State applicable to contracts made and performed in the State. This Regulatory Agreement shall be enforceable in the State, and any action arising hereunder shall (unless waived by the Issuer in writing) be filed and maintained in the Superior Court of California, County of Contra Costa.

Section 22. Amendments; Waivers. (a) Except as provided in Section 8(a) and 29(e) hereof, this Regulatory Agreement may be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County, and only upon receipt by the Issuer of an opinion from Tax Counsel (with a copy to Servicer and Majority Owner) that such amendment will not adversely affect the Tax-Exempt status of interest on the Tax-Exempt Bonds and is not contrary to the provisions of the Act.

(a) Anything to the contrary contained herein notwithstanding, the Issuer and the Borrower hereby agree to amend this Regulatory Agreement to the extent required, in the opinion of Tax Counsel, in order that interest on the Tax-Exempt Bonds remains Tax-Exempt. The party requesting such amendment shall notify the other party to this Regulatory Agreement of the proposed amendment, with a copy of such proposed amendment to Tax Counsel and a request that Tax Counsel render to the Issuer an opinion as to the effect of such proposed amendment upon the Tax-Exempt status of interest on the Tax-Exempt Bonds. This provision shall not be subject to any provision of any other agreement requiring any party hereto to obtain the consent of any other person in order to amend this Regulatory Agreement.

(b) Any waiver of, or consent to, any condition under this Regulatory Agreement must be expressly made in writing.

Section 23. Notices. Any notice required to be given hereunder shall be made in writing and shall be given by personal delivery, overnight delivery, certified or registered mail, postage prepaid, return receipt requested, or by telecopy, in each case at the applicable Notice Address specified in the Indenture, or at such other addresses as may be specified in writing by the parties hereto. Unless otherwise specified by the Administrator, the address of the Administrator is the same as the address of the Issuer.

Unless otherwise specified by CDLAC, the address of CDLAC is:

California Debt Limit Allocation Committee
915 Capitol Mall, Room 311
Sacramento, CA 95814
Attention: Executive Director

The Issuer, the Administrator, CDLAC and the Borrower may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent. Notice shall be deemed given on the date evidenced by the postal or courier receipt or other written evidence of delivery or electronic transmission; provided that any telecopy or other electronic transmission received by any party after 4:00 p.m., local time of the receiving party, as evidenced by the time shown on such transmission, shall be deemed to have been received the following Business Day.

A copy of each notice of default provided to the Borrower hereunder shall also be provided to the investor limited partner of the Borrower at the Notice Address set forth in the Indenture.

The Borrower shall notify the Issuer and the Administrator in writing of any change to the name of the Project or any change of name or address for the Borrower or the Manager. The Borrower shall further notify CDLAC in writing of any event provided in Section 29(d) hereof.

Section 24. Severability. If any provision of this Regulatory Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 25. Multiple Counterparts. This Regulatory Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original.

Section 26. Limitation on Liability. Notwithstanding the foregoing or any other provision or obligation to the contrary contained in this Regulatory Agreement, (i) the liability of the Borrower under this Regulatory Agreement to any person or entity, including, but not limited to, the Issuer and its successors and assigns, is limited to the Borrower's interest in the Project and the amounts held in the funds and accounts created under the Indenture or the Loan Agreement, or any rights of the Borrower under any guarantees relating to the Project, and such persons and entities shall look exclusively thereto, or to such other security as may from time to time be given for the payment of obligations arising out of this Regulatory Agreement or any other agreement securing the obligations of the Borrower under this Regulatory Agreement; and (ii) from and after the date of this Regulatory Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Regulatory Agreement, any agreement pertaining to any Project or any other agreement securing the Borrower's obligations under this Regulatory Agreement), shall be rendered against the Borrower, the assets of the Borrower (other than the Borrower's interest in the Project, this Regulatory Agreement, amounts held in the funds and accounts created under the Loan Agreement and the other Loan Documents, any rights of the Borrower under the Loan Agreement and the other Loan Documents or any other documents relating to the Loan or any rights of the Borrower under any guarantees relating to the Project), its partners, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Regulatory Agreement, the Loan Agreement and the other Loan Documents or any agreement securing the obligations of the Borrower under this Regulatory Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding, except to the extent provided in the Loan Agreement.

Section 27. Third-Party Beneficiaries. The Administrator, the Trustee, the Servicer, and CDLAC are intended to be and shall each be a third-party beneficiary of this Regulatory Agreement. The Administrator shall have the right (but not the obligation) to enforce, separately or jointly with the Issuer, the terms of this Regulatory Agreement and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof. CDLAC shall have the right (but not the obligation) to enforce the CDLAC Conditions and to pursue an action for specific performance or other available remedy at law or in equity in accordance with Section 17 hereof, provided that any such action or remedy shall not materially adversely affect the interests and rights of the owner(s) of the Bonds. Pursuant to Section 52080(k) of the Act, the requirements of Section 6 may be enforced either in law or in equity by any resident, local agency, entity, or by any other person adversely affected by the Borrower's failure to comply with the requirements of that Section.

Section 28. Property Management. The Borrower agrees that at all times the Project shall be managed by a property manager (i) approved by the Issuer in its reasonable discretion and (ii) who has at least three years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other state or federal laws or regulations or local governmental requirements applicable to such projects (the "Manager"). The Borrower shall submit to the Issuer from time to time such information about the background, experience and financial condition of any existing or proposed Manager as the Issuer may reasonably require to determine whether such Manager meets the requirements for a Manager set forth herein. The Issuer reserves the right to conduct periodic reviews of the management practices and of the Manager to determine if the Project is being operated and managed in accordance with the requirements and standards of this Agreement. The Borrower agrees to cooperate with the Issuer in such reviews.

If the Issuer determines in its reasonable judgment that the Project is not being operated and managed in accordance with one or more of the material requirements or standards of this Regulatory Agreement, the Issuer may, subject to any applicable provisions of the Loan Agreement, deliver notice to the Borrower (with a copy to the Servicer) requesting replacement of the Manager, which notice shall state clearly the reasons for such request. The Borrower agrees that, upon receipt of such notice, it shall within 60 days submit to the Issuer a proposal to engage a new Manager meeting the requirements of this Section 28. The Issuer shall respond within 30 days to such proposal or such approval shall be deemed given. Upon receipt of such consent or deemed consent, the Borrower shall within 60 days terminate the existing Manager's engagement and engage the new Manager. If such proposal is denied by the Issuer, the Borrower agrees that upon receipt of notice of such denial, it shall within 60 days submit to the Issuer, a proposal to engage another new Manager meeting the requirements of this Section 28, subject to the Issuer's consent pursuant to the terms hereof.

Section 29. Requirements of CDLAC. In addition to other requirements set forth herein and to the extent not prohibited by the requirements set forth in Sections 4 through 6 hereof, the Borrower hereby agrees to comply with each of the requirements of CDLAC set forth in this Section 29, as follows:

(a) The Borrower shall comply with the CDLAC Resolution attached hereto as Exhibit E and the CDLAC Conditions set forth in Exhibit A thereto (collectively, the "CDLAC Conditions"), which conditions are incorporated herein by reference and made a part hereof.

The CDLAC Conditions include those referred to in Section 7 of the CDLAC Conditions relating to "AMI" as used therein, tenant's incomes and unit occupancy assumptions. The Borrower will prepare and submit to the Issuer, not later than February 1 of each year, until the Project is completed, and on February 1 every three years thereafter until the end of the Compliance Period, a Certificate of Compliance II for Qualified Residential Rental Projects, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower. The Certificate of Compliance II for Qualified Residential Rental Projects shall be prepared pursuant to the terms of the CDLAC Conditions. Additionally, the Borrower will prepare and submit to the Issuer, a Certificate of Completion, in substantially the form required or otherwise provided by CDLAC from time to time, executed by an authorized representative of the Borrower certifying among other things to the substantial completion of the construction of the Project. Following the submission of the Certificate of Completion, the Borrower will prepare and submit to the Issuer, not later than February 1 every three years thereafter until the end of the Compliance Period, a California Tax Credit Allocation Committee Project Status Report or equivalent documentation in substantially the form required or otherwise provided by CDLAC from time to time. Compliance with the terms of the CDLAC Conditions not contained within this Regulatory Agreement, but referred to in the CDLAC Conditions are the responsibility of the Borrower to report to the Issuer.

(b) The Borrower acknowledges that the Issuer and the Administrator will monitor or cause to be monitored the Borrower's compliance with the terms of the CDLAC Conditions. The Borrower acknowledges that the Issuer will prepare and submit to CDLAC, not later than March 1 of each year until the construction of the Project is completed, and on March 1 of every three years thereafter until the end of the Compliance Period, a Self-Certification Certificate in the form provided by CDLAC. The Borrower will cooperate fully with the Issuer in connection with such monitoring and reporting requirements.

(c) Except as otherwise provided in Section 13 of this Regulatory Agreement, this Regulatory Agreement shall terminate on the date 55 years after (i) the date on which at least fifty percent (50%) of the units in the Project are first occupied, or (ii) the date on which the Project is otherwise placed in service.

(d) The Borrower shall notify CDLAC in writing of: (i) any change in ownership of the Project, (ii) any change in the Issuer, (iii) any change in the name of the Project or the Manager; (iv) any material default under the Indenture, the Loan Agreement or this Regulatory Agreement, including, but not limited to, such defaults associated with the Tax-Exempt status of the Tax-Exempt Bonds, and the income and rental requirements as provided in Sections 4 and 6 hereof and the CDLAC Conditions; or (v) termination of this Regulatory Agreement.

(e) CDLAC shall have the right, but not the obligation, to deliver revised CDLAC Conditions to the Borrower after the Closing Date at any time that are not more restrictive than the original CDLAC conditions; provided however, that: (i) any changes in the terms and conditions of the CDLAC Conditions prior to the recordation against the Project in the real property records of the County of a regulatory agreement between the Borrower and the California Tax Credit Allocation Committee ("TCAC Regulatory Agreement") shall be limited to such changes as are necessary to correct any factual errors or to otherwise conform the CDLAC Conditions to any change in facts or circumstances applicable to the Borrower or the Project; and (ii) after recordation of the TCAC Regulatory Agreement, any changes in the terms and conditions of the CDLAC Conditions shall be limited to such changes as are necessary to conform Items 1, 6, 7, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 37 of the CDLAC Conditions to any change in terms and conditions requested by Borrower and approved by CDLAC. The Issuer may, in its sole and absolute discretion, require that the Borrower enter into an amendment to this Regulatory Agreement reflecting the revised CDLAC Conditions, which amendment shall be executed by the parties hereto or their successor in title and duly recorded in the real property records of the County. The Borrower shall pay any costs and expenses in connection therewith and provide CDLAC with a copy of that recorded amendment reflecting the revised CDLAC Conditions.

Any of the foregoing requirements of the CDLAC contained in this Section 29 may be expressly waived by CDLAC, in its sole discretion, in writing, but (i) no waiver by CDLAC of any requirement of this Section 29 shall, or shall be deemed to, extend to or affect any other provision of this Regulatory Agreement except to the extent the Issuer has received an opinion of Tax Counsel that any such provision is not required by the Act or the Code and may be waived without adversely affecting the exclusion from gross income of interest on the Bonds for federal income tax purposes; and (ii) any requirement of this Section 29 shall be void and of no force and effect if the Issuer and the Borrower receive a written opinion of Tax Counsel to the effect that compliance with any such requirement would cause interest on the Bonds to cease to be Tax-Exempt or to the effect that compliance with such requirement would be in conflict with the Act, the Code or any other State or federal law.

Section 30. Limited Liability of Issuer. All obligations of the Issuer under this Regulatory Agreement are limited obligations, payable solely and only from Loan proceeds and other amounts derived by the Issuer from the Loan or otherwise under the Loan Agreement.

Section 31. Conflict With Other Affordability Agreements. Notwithstanding any provision in this Regulatory Agreement to the contrary, in the event of any conflict between the provisions of this Regulatory Agreement and any other agreement that imposes affordability

requirements on the Project, including those referenced in Section 3(e) hereof, the provisions providing for the most affordable units, with the most affordability, in the Project shall prevail, so long as at all times the requirements of Section 2, 3, 4, 6, 7 and 29 of this Regulatory Agreement are in any event satisfied. Notwithstanding the foregoing, a breach or default under any agreement referenced in Section 3(e) hereof shall not, in itself, constitute a breach or a default under this Regulatory Agreement.

Section 32. Annual Reporting Covenant. No later than January 31 of each calendar year (commencing January 31, 2026), the Borrower, on behalf of the Issuer, agrees to provide to the California Debt and Investment Advisory Commission, by any method approved by the California Debt and Investment Advisory Commission, with a copy to the Issuer, the annual report information required by section 8855(k)(1) of the California Government Code with respect to the Bonds. This covenant shall remain in effect until the later of the date (a) the Tax-Exempt Bonds are no longer outstanding or (b) the proceeds of the Tax-Exempt Bonds have been fully spent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Issuer and the Borrower have executed this Regulatory Agreement by duly authorized representatives, all as of the date first above written.

COUNTY OF CONTRA COSTA, CALIFORNIA

By: _____
John Kopchik, Director
Department of Conservation and Development

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
Its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

El Cerrito Plaza MGP, LLC,
a California limited liability company,
Its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF CONTRA COSTA)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____ before me, _____, Notary Public,

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose names(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

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

[TO COME]

EXHIBIT B

FORM OF INCOME CERTIFICATION

TENANT INCOME CERTIFICATION

☐ Initial Certification ☐ 1st Recertification ☐ Other:

Effective Date:
Move-in Date:
(YYYY-MM-DD)

PART I - DEVELOPMENT DATA		
Property Name: El Cerrito Plaza – Parcel A South	County:	BIN #:
Address: 515 Richmond Street, El Cerrito, California	Unit Number:	# Bedrooms:

PART II. HOUSEHOLD COMPOSITION

☐ Vacant

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (YYYY/MM//DD)	F/T Student (Y or N)	Last 4 digits of Social Security #
1				HEAD			
2							
3							
4							
5							
6							
7							

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income
TOTALS	$	$	$	$

Add totals from (A) through (D), above — TOTAL INCOME (E): $

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset
		TOTALS:	$	$

Enter Column (H) Total If over $5000 $ X Passbook Rate 2.00% = (J) Imputed Income $

Enter the greater of the total of column I, or J: imputed income **TOTAL INCOME FROM ASSETS (K)** $

(L) Total Annual Household Income from all Sources [Add (E) + (K)] $

Effective Date of Move-in Income Certification:

Household Size at Move-in Certification:

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my/our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature	*(Date)*	Signature	*(Date)*
Signature	*(Date)*	Signature	*(Date)*

PART V. DETERMINATION OF INCOME ELIGIBILITY

RECERTIFICATION ONLY:

TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1 $

Unit Meets Income Restriction at:
☐60% ☐ 50%
☐40% ☐ 30%
☐ %

Current Income Limit x 140%: $

Household Income exceeds 140% at recertification:
☐Yes ☐ No

Current Income Limit per Family Size: $

Household Income at Move-in: $

Household Size at Move-in:

PART VI. RENT

Tenant Paid Rent $
Utility Allowance $

Rent Assistance: $
Other non-optional charges: $

GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges) $

Unit Meets Rent Restriction at:
☐60% ☐ 50% ☐ 40% ☐ 30% ☐ %

Maximum Rent Limit for this unit: $

PART VII. STUDENT STATUS

ARE ALL OCCUPANTS FULL TIME STUDENTS?
☐yes ☐ no

If yes, Enter student explanation* (also attach documentation)

Enter 1-5

*Student Explanation:
1 AFDC / TANF Assistance
2 Job Training Program
3 Single Parent/Dependent Child
4 Married/Joint Return
5 Former Foster Care

PART VIII. PROGRAM TYPE

Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.

a. Tax Credit ☐

See Part V above.

b. HOME ☐

Income Status
☐ ≤50% AMGI
☐ ≤60% AMGI
☐ ≤80% AMGI
☐ OI**

c. Tax Exempt ☐

Income Status
☐ 50% AMGI
☐ 60% AMGI
☐ 80% AMGI
☐ OI**

d. AHDP ☐

Income Status
☐ 50% AMGI
☐ 80% AMGI
☐ OI**

e. _____ ☐
(Name of Program)

Income Status
☐ _____
☐ _____
☐ OI**

** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE DATE

INSTRUCTIONS FOR COMPLETING
TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Project Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

*Move-in Date	Enter the date the tenant has or will take occupancy of the unit. (YYYY-MM-DD)
*Effective Date	Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification. (YYYY-MM-DD)
Property Name	Enter the name of the development.
County	Enter the county (or equivalent) in which the building is located.
BIN #	Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
Address	Enter the address of the building.
Unit Number	Enter the unit number.
# Bedrooms	Enter the number of bedrooms in the unit.
*Vacant Unit	Check if unit was vacant on December 31 of requesting year.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

H	-	Head of Household	S	-	Spouse
A	-	Adult co-tenant	O	-	Other family member
C	-	Child	F	-	Foster child(ren)/adult(s)
L	-	Live-in caretaker	N	-	None of the above

Enter the date of birth, student status, and last four digits of social security number or alien registration number for each occupant. If tenant does not have a Social Security Number (SSN) or alien registration number, please enter the numerical birth month and last two digits of birth year (e.g. birthday January 1, 1970, enter "0170"). If tenant has no SSN number or date of birth, please enter the last 4 digits of the BIN.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

Column (A)	Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
Column (B)	Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
Column (C)	Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
Column (D)	Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
Row (E)	Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

Column (F)	List the type of asset (i.e., checking account, savings account, etc.)
Column (G)	Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
Column (H)	Enter the cash value of the respective asset.
Column (I)	Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
TOTALS	Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than $5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

Row (K)	Enter the greater of the total in Column (I) or (J)	
Row (L)	Total Annual Household Income From all Sources	Add (E) and (K) and enter the total
*Effective Date of Income Certification	Enter the effective date of the income certification corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the effective date listed in Part I.	
*Household Size at Certification	Enter the number of tenants corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the number of tenants listed in Part II.	

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Current Income Limit x 140%	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. **140% is based on the Federal Set-Aside of 20/50 or 40/60, as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc.** Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.
*Units Meets Income Restriction at	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of non-optional charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check “yes”. If at least one household member is not a full time student, check “no”.

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Full time is determined by the school the student attends.

Part VIII – Program Type

Mark the program(s) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit	See Part V above.
HOME	If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicting the household's designation.
Tax Exempt	If the property participates in the Tax Exempt Bond program; mark the appropriate box indicating the household's designation.
AHDP	If the property participates in the Affordable Housing Disposition Program (AHDP), and this household's unit will count towards the set-aside requirements, mark the appropriate box indicting the household's designation.
Other	If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner's representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

Tenant Demographic Profile	Complete for each member of the household, including minors, for move-in. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.
Resident/Applicant Initials	All tenants who wish not to furnish supplemental information should initial this section. Parent/guardian may complete and initial for minor child(ren).

** Please note areas with asterisks are new or have been modified. Please ensure to note the changes or formats now being requested.*

TENANT INCOME CERTIFICATION QUESTIONNAIRE

Name: Telephone Number:

_____ ( )

☐ **Initial Certification** **BIN #**
☐ **Re-certification**
☐ **Other** **Unit #**

INCOME INFORMATION

Yes	No		**MONTHLY GROSS INCOME**
☐	☐	I am self employed. (List nature of self employment)	(use net income from business) $
☐	☐	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: Name of Employer 1) 2) 3)	$ $ $
☐	☐	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	$
☐	☐	I receive unemployment benefits.	$
☐	☐	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	$
☐	☐	I receive periodic social security payments.	$
☐	☐	The household receives unearned income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	$
☐	☐	I receive Supplemental Security Income (SSI).	$
☐	☐	I receive disability or death benefits other than Social Security.	$
☐	☐	I receive Public Assistance Income (examples: TANF, AFDC)	$
☐	☐	I am entitled to receive child support payments.	$
☐	☐	I am currently receiving child support payments. If yes, from how many persons do you receive support? _____	$
☐	☐	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
☐	☐	I receive alimony/spousal support payments	$
☐	☐	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1)_____ 2)_____	$ $

☐	☐	I receive income from real or personal property.	(use net earned income) $
☐	☐	Student financial aid (public or private, not including student loans) Subtract cost of tuition from Aid received	$

Asset information

YES	NO		INTEREST RATE	CASH VALUE
☐	☐	I have a checking account(s). If yes, list bank(s)		
		1)	%	$
		2)	%	$
☐	☐	I have a savings account(s) If yes, list bank(s)		
		1)	%	$
		2)	%	$
☐	☐	I have a revocable trust(s) If yes, list bank(s)		
		1)	%	$
☐	☐	I own real estate. If yes, provide description:		$
☐	☐	I own stocks, bonds, or Treasury Bills If yes, list sources/bank names		
		1)	%	$
		2)	%	$
		3)	%	$
☐	☐	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources/bank names	%	$
		1)	%	$
		2)	%	$
		3)		
☐	☐	I have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s)		
		1)	%	$
		2)	%	$
☐	☐	I have a whole life insurance policy. If yes, how many policies		$
☐	☐	I have cash on hand.		$

☐ ☐	I have disposed of assets (i.e. gave away money/assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1) 2)		 $ $

STUDENT STATUS

YES	NO	
☐	☐	Does the household consist of all persons who are full-time students (Examples: College/University, trade school, etc.)?
☐	☐	Does the household consist of all persons who have been a full-time student in the previous 5 months?
☐	☐	Does your household anticipate becoming an all full-time student household in the next 12 months?
☐	☐	If you answered yes to any of the previous three questions are you: • Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - **not** SSA/SSI)
☐	☐	• Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program
☐	☐	• Married and filing (or are entitled to file) a joint tax return
☐	☐	• Single parent with a dependent child or children and neither you nor your child(ren) are dependent of another individual
☐	☐	• Previously enrolled in the Foster Care program (age 18-24)

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT	SIGNATURE OF APPLICANT/TENANT	DATE

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)	DATE

EXHIBIT C

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

EL CERRITO PLAZA – PARCEL A SOUTH

Witnesseth that on this ____ day of _____, 20__, the undersigned, having borrowed certain funds from the County of Contra Costa, California (the "Issuer") for the purpose of financing the above-listed multifamily rental housing development (the "Project"), does hereby certify that:

A. Have there been any changes to the ownership entity, principals or property management of the Project since the Loan was first incurred, or since the last certification was provided?

B. During the preceding twelve-months (i) the Project was continually in compliance with the Regulatory Agreement executed in connection with such loan from the Issuer, and (ii) ____% of the units in the Project were occupied by Low Income Tenants (minimum of 40%). In addition, the Project was in compliance with the requirements of Section 6 of the Regulatory Agreement (defined below).

C. Set forth below is certain information regarding occupancy of the Project as of the date hereof.

1.	Total Units:	_____
2.	Total Units Occupied:	_____
3.	Total Units Held Vacant and Available for Rent to Low Income Tenants	_____
4.	Total Low Income Units Occupied:	_____
5.	% of Low Income Units to Total Units % *(equals the Total of Lines 3 and 4, divided by the lesser of Line 1 or Line 2)*	_____%

D. The units occupied by Low Income Tenants are of similar size and quality to other units and are dispersed throughout the Project.

E. Select appropriate certification: [No unremedied default has occurred under the Regulatory Agreement, the Indenture, the Loan Agreement, the Security Instrument or any of the other Loan Documents.] [A default has occurred under the _____. The nature of the default and the measures being taken to remedy such default are as follows: _____.]

F. Has there been a change of use for the Project? (If so, please describe)

G. The representations set forth herein are true and correct to the best of the undersigned's knowledge and belief, and the undersigned acknowledges and agrees to provide to the Issuer such documentation or evidence, in support of the foregoing certifications, as the Issuer may request.

Capitalized terms used in this Certificate and not otherwise defined herein have the meanings given to such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2025, between the Issuer and ECP Parcel A South Housing Partners, L.P., a California limited partnership.

Date:_____

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
Its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

El Cerrito Plaza MGP, LLC,
a California limited liability company,
Its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

EXHIBIT D

FORM OF COMPLETION CERTIFICATE

$[35,700,000] **County of Contra Costa, California** **Multifamily Housing Revenue Bonds** **(El Cerrito Plaza – Parcel A South),** **2025 Series A**	**$_____** **County of Contra Costa, California** **Multifamily Housing Revenue Bonds** **(El Cerrito Plaza – Parcel A South),** **2025 Series B (Federally Taxable)**

1) Project Name: El Cerrito Plaza – Parcel A South
(If project name has changed since the award of allocation please note the original project name as well as the new project name.)

2) CDLAC Application No.: 25-483

3) Name of Issuer: County of Contra Costa, California

4) Name of Borrower: ECP Parcel A South Housing Partners, L.P., a California limited partnership
(If Borrower has changed name since the award please note the original Borrower as well as the new Borrower.)

5) The undersigned hereby certifies that all work on the Project was substantially completed as of _____ __, 20__

The undersigned hereby further certifies that:

(a) the aggregate amount disbursed on the Loan to date is $_____

(b) all amounts disbursed from proceeds of the Loan have been applied to pay or reimburse the undersigned for the payment of Project Costs and none of the amounts disbursed from the proceeds of the Loan have been applied to pay or reimburse any party for the payment of costs or expenses other than Project Costs; and

(c) at least 95 percent of the amounts disbursed from the proceeds of the Tax-Exempt Loan have been applied to pay or reimburse the Borrower for the payment of Qualified Project Costs (as that term is used in the Regulatory Agreement) and less than 25 percent of the amounts disbursed from the proceeds of the Tax-Exempt Loan, exclusive of amounts applied to pay the costs of issuing the Bonds, have been applied to pay or reimburse the Borrower for the cost of acquiring land.

(d) the cost of the issuance of the Bonds was equal to or less than 2% of the note proceeds issued.

6) The undersigned hereby certifies the Project meets the general federal rule for a Qualified Project Period.

No____ Yes____

(a) 10% of the dwelling units in the project financed in part from the proceeds of the captioned Note were first occupied on _____ _____ , 20__ and

(b) 50% of the dwelling units in the project financed in part from the proceeds of the captioned Note were first occupied on _____ _____ , 20__ .

7) If no to 6) the undersigned hereby certifies the Project meets the special federal rule for a Qualified Project Period.

No____ Yes____

(Project qualifies if it is an acquisition/construction where no more than 90% of the units were not available for occupancy within 60 days of the earlier of the Project acquisition or the Note Closing Date.)

(a) The Bonds were issued on _____, 2024

(b) The Property was acquired on _____,__20__

(c) The date 10% of the units were available to occupy (within 60 days of the earlier of the acquisition or Bond issuance) _____ __, 20__

_____
Signature of Officer

_____
Printed Name of Officer

_____
Title of Officer

_____
Phone Number

EXHIBIT E

CDLAC RESOLUTION

CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

901 P Street, Suite 213A
Sacramento, CA 95814
p (916) 653-3255
f (916) 653-6827
cdlac@treasurer.ca.gov
www.treasurer.ca.gov/cdlac

MEMBERS

FIONA MA, CPA, CHAIR
STATE TREASURER

GAVIN NEWSOM
GOVERNOR

MALIA M. COHEN
STATE CONTROLLER

INTERIM EXECUTIVE DIRECTOR
MARINA WIANT

April 8, 2025

Gabriel Lemus
Assistant Deputy Director
County of Contra Costa
30 Muir Road
Martinez, CA 94553

RE: RESOLUTION ATTESTING TO THE TRANSFER OF PRIVATE ACTIVITY BOND ALLOCATION

Dear Gabriel Lemus:

Enclosed is a copy of Resolution No. 25-151, adopted by the California Debt Limit Allocation Committee (the "Committee") on April 8, 2025, transferring $35,700,000 of the 2025 State Ceiling on Qualified Private Activity Bonds to the County of Contra Costa (the "Applicant") for the El Cerrito Plaza - Parcel A South (the "Project"). The Resolution No. 25-151 establishes the terms and conditions under which the allocation has been granted. Please read it carefully and keep a copy in your permanent files.

The following is additional information pertaining to the use of the allocation for this Project:

1. Performance Deposit: Pursuant to Section 5050 of the Committee's Regulations, a performance deposit to one-half of one percent (0.5%) of the Allocation requested, not to exceed $100,000, made payable to the Applicant, shall be evidenced within 20 calendar days following an award of an Allocation.

The performance deposit certified in support of this project ($100,000) is to remain on deposit until you receive authorization from the Committee that it may be released. This written release will be provided once the Committee receives: the "Report of Action Taken" template indicating that the allocation transferred was used for the Project's issuance of bonds, a copy of the conformed regulatory agreement, and the payment of the second installment of the CDLAC filing fee. A copy of the conformed regulatory agreement should be sent electronically to CDLAC@treasurer.ca.gov. The full amount of the deposit will be released upon the Executive Director's approval if at least 80% of the allocation to this project is used for the issuance of bonds. If an amount less than 80% of the allocation is used to issue bonds, a proportionate amount of the deposit will be subject to forfeiture.

2. IRS Certification: The IRS-required certification (Certificate pursuant to Section 149(e)(2)(F) Internal Revenue Code of 1986, As Amended) will be prepared by CDLAC staff and sent to the Applicant's bond counsel once the Committee receives the Report of Action Taken template from the Applicant.

3. Second Installment of Filing Fee: **Enclosed is an invoice for this Project.** The invoice attached herein should be considered final, due and payable upon the issuance of bonds.

4. Compliance: The Certification of Compliance II or equivalent form is to be submitted by the Project Sponsor to the Applicant by the Applicant's specified deadline, but no later than March 1st annually until the project's Certificate of Completion has been submitted to the Applicant. Following the submission of the Certificate of Completion or equivalent form to the Applicant, the Certification of Compliance II is to be submitted March 1st every three (3) years thereafter. In addition, an Annual Applicant Public Benefits and On-going Compliance Self-Certification (Self Certification) form must be submitted by the Applicant online every year until the Certificate of Completion has been submitted to the Applicant. After the completion of the project has been reported, the Self Certification will be required to be submitted March 1st every three years thereafter pursuant to Section 5144 of the CDLAC Regulations. Verification to CDLAC of income and rental information is not required in advance of the submission of the Certificate of Completion. A copy of the Certification of Compliance II and the Certificate of Completion forms may be found at this website location: https://www.treasurer.ca.gov/cdlac/compliance.asp. Failure to submit Compliance may result in disqualification from future program participation.

Sincerely,

Marina Wiant
Interim Executive Director

Enclosures

cc: Deidre Hodgers, County of Contra Costa
Nicole Deddens, Esq., Bocarsly Emden
Ann Silverberg, ECP Parcel A south Housing Partners, L.P.

THE CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE

RESOLUTION NO. 25-151

A RESOLUTION TRANSFERRING A PORTION OF THE 2025 STATE CEILING ON QUALIFIED PRIVATE ACTIVITY BONDS FOR A QUALIFIED RESIDENTIAL RENTAL PROJECT

WHEREAS, the California Debt Limit Allocation Committee ("CDLAC") is authorized to implement the volume limit for the state on private activity bonds established pursuant to federal law, annually determine a state ceiling on the aggregate amount of private activity bonds that may be issued, and allocate that aggregate amount among state and local agencies (Gov. Code, § 8869.81 et seq.); and

WHEREAS, CDLAC has received an application ("Application") from the County of Contra Costa ("Applicant") for the transfer to the Applicant of a portion of the 2025 state ceiling for use by the Applicant to issue bonds or other obligations ("Bonds") for El Cerrito Plaza - Parcel A South ("Project") as described in Exhibit A; and

WHEREAS, ECP Parcel A south Housing Partners, L.P. ("Project Sponsor") has represented and the confirmed in the Application certain facts and information concerning the Project; and

WHEREAS, in evaluating the Project and allocating a portion of the state ceiling to the Applicant for the benefit of the Project, CDLAC staff has relied upon the facts and information represented in the Application by the Project Sponsor and the Applicant; and

WHEREAS, it is consistent with CDLAC's statutes and regulations for CDLAC to transfer a portion of the 2025 state ceiling ("Allocation") to benefit the Project;

NOW, THEREFORE, BE IT RESOLVED by the California Debt Limit Allocation Committee the following:

Section 1. An amount of the 2025 state ceiling on the aggregate amount of private activity bonds equal to $35,700,000 shall be transferred to the Applicant. This Allocation shall be used only by the Applicant and only for the issuance of the Bonds for the Project, as described in Exhibit A. The terms and conditions of Exhibit A are incorporated herein as though set forth in full (this resolution, together with Exhibit A are hereafter referred to collectively as this "Resolution").

Section 2. The terms and conditions of this Resolution shall be incorporated in the appropriate documents relating to the Bonds. The Project Sponsor and the Applicant, and all their respective successors and assignees, shall be bound by, and shall monitor compliance with, those terms and conditions. The Project shall be subject to the monitoring provisions of California Code of Regulations, title 4, sections 10337(c) and 5220.

Section 3. A modification to the Project made prior to the issuance of the Bonds that impacts the Resolution shall be reported to the Executive Director and, if the Executive Director determines that modification to be material pursuant to CDLAC's statutes and regulations, the material modification shall be brought back to CDLAC for consideration before the Allocation may be used for the Project. After the Bonds are issued, the terms and conditions set forth in this Resolution shall be enforceable by CDLAC through an action for specific performance or other available remedy.

In addition, after the Bonds are issued, a change to any of the Items of Exhibit A shall require CDLAC or Executive Director approval for the term of the commitment.

Section 4. A material change in the structure of the Bonds sale prior to the issuance of the Bonds and not previously approved by CDLAC shall require approval of the CDLAC Chair or the Executive Director.

Section 5. The transfer of the proceeds from the sale of the Bonds to a project other than the Project may be allowed only with the prior approval of the Executive Director in consultation with the CDLAC Chair.

Section 6. The Applicant shall not be authorized to use the Allocation to make a carryforward election with respect to the Project. The Applicant is not authorized to transfer the Allocation to any governmental unit in the State except to CDLAC.

Section 7. The Allocation shall automatically revert to CDLAC unless the Applicant has issued the Bonds for the Project by the close of business on October 6, 2025. The Executive Director may extend this date by up to ninety (90) days if the extension is needed due to circumstances outside the control of the owner.

Section 8. Within twenty-four (24) hours of using the Allocation to issue the Bonds, the Applicant shall notify CDLAC at CDLAC@treasurer.ca.gov that the Allocation has been used. This notice shall identify the Applicant, the Project or qualified residential rental project, the date the Allocation was used, and the amount of the Allocation used.

Section 9. Within fifteen (15) calendar days of the Bonds closing, the Applicant or its counsel shall submit a completed "Report of Action Taken Regarding the Issuance of Private Activity Bonds", as made available by CDLAC.

Section 10. Differences between the amount of the Bonds issued and the amount of the Allocation granted in Section 1 shall automatically revert to CDLAC. If at any time prior to the reversion date set forth in Section 7 the Applicant determines that part or all the Allocation will not be used to issue the Bonds by that date, the Applicant shall promptly procure a resolution of its governing board or by action of its authorized officer to return that unused portion of the Allocation to CDLAC.

Section 11. CDLAC staff is directed to transmit a copy of this Resolution to the Applicant together with a request that the Applicant retain a copy in the Applicant's official records for the term of the Bonds or the term of the income and rental restrictions, whichever is longer. CDLAC staff shall retain a copy of this Resolution in the files of CDLAC, or any successor agency, for the same term.

Section 12. In consideration of the Allocation, the Applicant and Project Sponsor shall comply with all the terms and conditions contained in this Resolution and ensure that these terms and conditions are included in the documents related to the Bonds. The Applicant and Project Sponsor shall expressly agree that the terms and conditions of this Resolution may be enforced by CDLAC through an action for specific performance or any other available remedy, provided CDLAC agrees not to take any action or enforce any remedy that would be materially adverse to the interests of Bondholders. The Applicant and Project Sponsor shall ensure the Bond documents, as appropriate, expressly state CDLAC is a third-party beneficiary of the terms and conditions set forth in this Resolution.

Section 13. Either the "Certification of Compliance II for Qualified Residential Rental Projects" or "Certification of Compliance II for Non-Qualified Residential Rental Projects" shall be submitted by the Project Sponsor to the Applicant no later than March 1st annually until the Project's applicable "Certificate of Completion" has been submitted by the Project Sponsor to the Applicant. An "Annual Applicant Public Benefits and Ongoing Compliance Self-Certification" shall be annually submitted online by the Applicant to CDLAC until the applicable "Certificate of Completion" has been submitted by the Project Sponsor to the Applicant. Following the submission of the applicable "Certificate of Completion" to the Applicant, the applicable "Certification of Compliance II" shall be submitted by the Project Sponsor to the Applicant no later than March 1st, and no later than March 1st every three years thereafter, pursuant to California Code of Regulations, title 4 section 5144. Verification to CDLAC of income and rental information shall not be required prior to the submission of the applicable "Certificate of Completion." A copy of the applicable "Certification of Compliance II" may be found at: http://www.treasurer.ca.gov/cdlac/forms.asp. Failure to submit compliance documents may result in disqualification from future participation for qualified residential rental projects.

Section 14. All relevant bond documents for the Bonds shall permit principal payments or prepayments on the underlying loan(s) as transferred proceeds in a bond preservation and recycling program as permitted by 26 U.S.C. 146(i)(6) and shall require no less than thirty (30) days' notice to CDLAC and the Applicant prior to the redemption of the Bonds at conversion to permanent financing.

Section 15. This Resolution shall take effect immediately upon its adoption.

* * *

CERTIFICATION

I, Marina Wiant, Interim Executive Director of the California Debt Limit Allocation Committee, hereby certify that the above is a full, true, and correct copy of the Resolution adopted at a meeting of the Committee held in the Paul Bonderson Building, 901 P Street, 1st Floor, Sacramento, California 95814, on April 8, 2025 with the following votes recorded:

AYES:	State Treasurer Fiona Ma, CPA State Controller Malia M. Cohen
NOES:	None
ABSENCES:	Michele Perrault for Governor Gavin Newsom



Marina Wiant, Interim Executive Director

Date: April 8, 2025

RESOLUTION NO. 25-151

QUALIFIED RESIDENTIAL RENTAL PROJECT
EXHIBIT A

1. Applicant: County of Contra Costa

2. Application No.: 25-483

3. Project Sponsor: ECP Parcel A South Housing Partners, L.P. (Related/ECP Parcel A South Development Co., LLC; and El Cerrito Plaza MGP, LLC)

4. Property Management Co.: Related Affordable Management, LLC

5. Project Name: El Cerrito Plaza - Parcel A South

6. Location: El Cerrito, CA

7. Private Placement Purchaser: **Banner Bank**
   Cash Flow Bond: **Not Applicable**

   All units identified in the CDLAC resolution, including both the Federally Bond-Restricted Units and the Other Restricted Units, will be incorporated into the Bond Regulatory Agreement. Assumptions to be included in the Bond Regulatory Agreement regarding the Other Restricted Units will include the AMI as outlined in the CDLAC resolution, a limitation that tenants pay no more than 30% of their income and 1.5 persons per bedroom occupancy standard to determine the applicable rent.
   Applicable

8. Public Sale: **Not Applicable**
   Credit Enhancement Provider: **Not Applicable**

9. Total Number of Units: **69** plus **1** unrestricted manager unit(s)

10. Total Number of Restricted Tenant Rental Units: **69**

11. The term of the income and rental restrictions for the Project will be at least 55 years from the date 50% occupancy is achieved or when the project is otherwise placed in service.

12. The Regulatory Agreement shall not terminate prior to the end of the CDLAC Resolution affordability term in the event of foreclosure, exercise of power of sale, and/or transfer of title by deed in lieu of foreclosure in connection with a deed of trust directly or indirectly securing the repayment of Cash Flow Permanent Bonds.

13. The Project will utilize Gross Rents as defined in Section 5170 of the Committee's Regulations.

14. Income and Rental Restrictions
    a. Federally Bond-Restricted Set-aside:
       At least 40% of the total units will be restricted at 60% of the Area Median Income.

    b. Other Restricted Units
       For the entire term of the income and rental restrictions, the Project will have:

       40 Qualified Residential units rented or held vacant for rental for persons or families whose income is at or below 50% of the Area Median Income.

       29 Qualified Residential units rented or held vacant for rental for persons or families whose income is between 51% to 60% of the Area Median Income.

15. In accordance with Section 5191(a), a minimum of ten percent (10%) of the units must be restricted to households with incomes no greater than 50% of the Area Median Income and will be distributed as follows:
Applicable:
One-bedroom: **3**
Two-bedroom: **2**
Three-bedroom: **2**

16. New Construction Pool Set-aside Requirements.
Homeless Set-aside: at least 25% of the Tax Credit Units are designated for homeless households as defined by CTCAC Regulations Section 10302(kk) with affordable rents consistent with Section 10325(g)(3).

Not Applicable

Extremely Low Income/Very Low Income (ELI/VLI) Set-aside. The rent and income targeting restrictions must have an average of 50% area median income (AMI) or below.
Applicable

Mixed Income Set-aside. A Mixed Income Project is a New Construction Qualified Residential Rental Project which either (1) is not utilizing the Average Income test of Internal Revenue Code Section 42 (g)(1)(C) and which has 50% or fewer of its total units designated as Restricted Rental Units or; (2) is part of the California Housing Finance Agency Mixed-Income Program. In a Competitive Application Process, a Mixed Income Project may only apply for an allocation of tax-exempt bonds if the ratio of tax-exempt bonds, not including recycled bonds, to aggregate depreciable basis plus land basis is less than or equal to the ratio of units that will be restricted pursuant to a CTCAC regulatory agreement.
Not Applicable

17. Minimum construction standards pursuant to CDLAC Regulation Section 5205 and Sections 10325(f)(7)(A) through (J) of the CTCAC Regulations will be incorporated into the project design for all new construction and rehabilitation projects.
Applicable

18. For all Acquisition & Rehabilitation projects, a minimum of $15,000 in hard construction costs will be expended for each unit.
Not Applicable

19. Other Rehabilitation Pool Requirements. The Project will comply with the requirement to complete rehabilitation work at a minimum of $60,000 in hard construction cost per unit as defined in CTCAC Regulation Section 10302(u), subject to the provisions of Internal Revenue Code Section 42(e)(3)(A)(ii)(I), expended only on immediate health and safety improvements, seismic and accessibility improvements and/or the replacement of major systems with a remaining useful life of less than ten years pursuant to CDLAC Regulation Section 5170.
Not Applicable

20. The Project will comply with the Preservation and Other Rehabilitation Project Priorities of Section 5230(b). At a minimum, the Project must continue to meet the criteria sufficient to retain 0 points.
Not Applicable

21. The Project will comply with the New Construction Density and Local Incentives of Section 5230(c). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.
Applicable

22. The Project will comply with the Exceeding Minimum Income Restrictions of Section 5230(d). At a minimum, the Project must continue to meet the criteria sufficient to retain 20 points.
Applicable

23. The Project will comply with the Exceeding Minimum Rent Restrictions of Section 5230(e). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.
Applicable

24. The Project will comply with the General Partner Experience requirements of Section 5230(f)(1). At a minimum, the Project must continue to meet the criteria sufficient to retain 7 points.
Applicable

25. The Project will comply with the Management Company Experience requirements of Section 5230(f)(2). At a minimum, the Project must continue to meet the criteria sufficient to retain 3 points.
Applicable

26. The Project will comply with the New Construction Housing Type requirement of Section 5230(g). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points as a Large Family housing type.
Applicable

27. The Project will comply with the Leveraged Soft Resources requirements of Section 5230(h). At a minimum, the Project must continue to meet the criteria sufficient to retain 8 points.
Applicable

28. The Project will comply with the Readiness to Proceed requirements of Sections 5152 and 5230(i). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.
Applicable

29. The Project will comply with the Affirmatively Furthering Fair Housing requirements of Section 5230(j)(1)(A). At a minimum, the Project must continue to meet the criteria sufficient to retain 10 points.

Applicable

30. The Project will comply with the Affirmatively Furthering Fair Housing requirements of Section 5230(j)(1)(B). At a minimum, the Project must continue to meet the criteria sufficient to retain 9 points.

Not Applicable

31. For a period of fifteen (15) years after the Project is placed in use, the Project will provide residents high speed internet service in each Project unit free of charge (minimum average download speed 25 megabits/second).

Not Applicable

32. For a period of fifteen (15) years after the Project is placed in use, the Project will provide residents a Service Coordinator. Service Coordinator responsibilities must include, but are not limited to: (a) providing tenants with information about available services in the community, (b) assisting tenants to access services through referral and advocacy, and (c) organizing community-building and/or other enrichment activities for tenants (such as holiday events, tenant council, etc.).
Applicable
Hours per Year: 444

33. For a period of fifteen (15) years after the Project is placed in use, the Project will provide residents instructor-led adult educational, health and wellness, or skill building classes. This includes, but is not limited to: Financial literacy, computer training, home-buyer education, GED classes, and resume building classes, ESL, nutrition class, exercise class, health information/awareness, art class, parenting class, on-site food cultivation and preparation classes, and smoking cessation classes. Drop-in computer labs, monitoring or technical assistance shall not qualify.

    Applicable
    Hours per Year: 60

34. The Project will comply with the Cost Containment requirements of Section 5230(l). At a minimum, the Project must continue to meet the criteria sufficient to retain 12 points.

    Applicable

35. As specified in Section 5144(c) of the Committee's Regulations, sponsors will be required to utilize CTCAC's Compliance Manual specifically Section VI: Qualify Tenants for Low Income Housing Tax Credit Units, to verify tenant income in conjunction with initial occupancy. No less than every three (3) years after the project is completed, the Sponsor must collect and retain the following income and verification documentation related to all the Federally Bond-Restricted units identified in the Committee Resolution: CTCAC Tax Income Calculation (TIC) or equivalent documentation, all associated source income documentation, evidence of the verifying income computation and unit lease.

    Applicable

36. As specified in Section 5144(d) of the Committee's Regulations, compliance with the income and rental requirements of the Federally Bond-Restricted Units identified in the Committee Resolution and the Bond Regulatory Agreement must be demonstrated by the Applicants initial review of 20% of all management files associated with the Federally Bond-Restricted units and subsequent review every three years of 20% of all management files associated with the Federally Bond-Restricted units.

    Applicable

37. As specified in Section 5144(e) of the Committee's Regulations, applicants are required to ensure an onsite inspection as well as an on-site review of the 20% Federally Bond-Restricted units is performed every 3 years after the Qualified Project Period has commenced.
    The following entity will conduct the site and file inspections:
    Not Applicable

STATE OF CALIFORNIA
CALIFORNIA DEBT LIMIT ALLOCATION COMMITTEE
901 P Street, Suite 213A
Sacramento, CA 95814
(916) 653-3255

FILING FEE INVOICE

PAYMENT IS DUE WITHIN 30 DAYS OF BOND CLOSING

Date: April 8, 2025

Application No.: 25-483
Analyst Initials: SL

To: Deidre Hodgers
Analyst
County of Contra Costa
30 Muir Road
Martinez, CA 94553

2nd Installment of fee levied pursuant to Section 8869.90 of the California Government Code:

NAME OF ISSUER:	County of Contra Costa			
NAME OF PROJECT:	El Cerrito Plaza - Parcel A South			
ALLOCATION AWARD DATE:	April 8, 2025			
ALLOCATION AWARD AMOUNT:	$35,700,000			
AMOUNT DUE:	Allocation award x .00035	=	$	12,495.00

If the amount of allocation used is less than the amount of allocation awarded

To determine the revised amount due, complete the following ***only if*** the amount of allocation used is less than the amount of allocation awarded, and remit the ***revised*** amount due. The application fee is based on the amount of allocation used to issue bonds.

REVISED AMOUNT DUE: Amount issued x .00035 = $

How to Make a Payment

If paying by Check
Make sure the Check has:
- Project Name and Application Number
- CDLAC as Payee
- Amount Due or Revised Amount Due (see above)

Send Check to Address listed above with this Invoice.

If paying Online
- Go to: www.treasurer.ca.gov/CDLAC/payment

EXHIBIT F

[Reserved]

[EXHIBIT G]

CERTIFICATE AS TO COMMENCEMENT OF QUALIFIED PROJECT PERIOD

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:
CONTRA COSTA COUNTY
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Community Development Bond Program Manager

CERTIFICATE AS TO COMMENCEMENT OF QUALIFIED PROJECT PERIOD

$[35,700,000] **County of Contra Costa, California** **Multifamily Housing Revenue Bonds** **(El Cerrito Plaza – Parcel A South),** **2025 Series A**	**$_____** **County of Contra Costa, California** **Multifamily Housing Revenue Bonds** **(El Cerrito Plaza – Parcel A South),** **2025 Series B (Federally Taxable)**

The undersigned, on behalf of ECP Parcel A South Housing Partners, L.P., a California limited partnership, hereby certifies that (complete blank information):

10% of the dwelling units in the Project financed in part from the proceeds of the captioned financings were first occupied on _____, 20____.

50% of the dwelling units in the Project financed in part from the proceeds of the captioned financings were first occupied on _____, 20__.

Capitalized terms used in this Certificate as to Commencement of Qualified Project Period have the meanings given such terms in the Regulatory Agreement and Declaration of Restrictive Covenants, dated as of November 1, 2025, between ECP Parcel A South Housing Partners, L.P., a California limited partnership, and the County of Contra Costa, California.

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.,
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
Its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

El Cerrito Plaza MGP, LLC,
a California limited liability company,
Its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4620 **Agenda Date:** 11/4/2025 **Agenda #:** C.23.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Approval of $1,500,000 HOME loan, $5,000,000 Measure X loan, and $1,876,423 PLHA loan for the El Cerrito Plaza Parcel A South Affordable Housing Project in El Cerrito

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE loans of (i) HOME Investment Partnerships Program (HOME) funds in the amount of $1,500,000, (ii) Measure X (MX) funds in the amount of $5,000,000, and (iii) Permanent Local Housing Allocation (PLHA) funds in the amount of $1,876,423 to ECP Parcel A South, L.P., a California limited partnership (Developer), for the construction of an affordable housing development known as El Cerrito Plaza Parcel A South Affordable Housing, located at 515 Richmond Street in El Cerrito.

2. AUTHORIZE the Director of Conservation and Development, or designee, to execute loan documents between the County and the Developer to evidence (i) the $1,500,000 HOME loan, (ii) the $5,000,000 MX loan, and (iii) the $1,876,423 PLHA loan, subject to approval by the County Administrator and approval as to form by County Counsel.

3. FIND, as the responsible agency, that on the basis of the whole record before the County including the California Environmental Quality Act (CEQA) review prepared by the City of El Cerrito, as the lead agency, that the development is exempt under CEQA Guidelines Section 15268; and DIRECT the Conservation and Development Director, or designee, to file a Notice of Exemption for El Cerrito Plaza Parcel A South Affordable Housing with the County Clerk, and pay any required fee for the filing.

FISCAL IMPACT:

HOME funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD) (CDFA #14.239 HOME). PLHA funds are provided to the County as a grant on a formula application basis through the State's Department of Housing and Community Development (HCD). Measure X Housing funds are part of the County General fund and derive from a countywide, 20-year, ½ cent sales tax approved by Contra Costa County voters on November 3, 2020.

BACKGROUND:

Project Description:

The El Cerrito Plaza Parcel A South Affordable Housing project site is located at 515 Richmond Street in the City of El Cerrito. The development site is currently a BART surface parking lot for the El Cerrito Plaza BART Station located adjacent to a residential neighborhood. The development will create more affordable housing opportunities near high quality transit for car-free living. The development will include the new construction of a six-story wood-frame on top of a ground floor concrete podium structure, which includes 69 rental units (a mix of one-, two-, and three-bedroom units), one manager's unit, enclosed parking garage with 29 spaces, residential lobby, bike storage for 21 bikes, and resident amenities. The units will be affordable to households earning between 30 and 60 percent of area median income (AMI) and will include one manager's unit.

The development's amenities will include a community and multipurpose room, shared laundry facilities, secured entry, surveillance cameras, and a podium level central courtyard with a barbeque and playground that will be shared by all residents in the project. Residents of the development will receive no-cost broadband internet service for the first three years of initial unit occupancy after the property is placed into service and digital and financial literacy programs. In addition, the project will include an all-electric design and Green Point Rated Gold Status.

Of the 69 rental units, 31 of the units in the development will be designated as County-assisted units, of which there will be designated six HOME units, 18 MX units, and seven PLHA units. For all federally funded projects, a minimum of five percent of the total number of units must be accessible to people with physical disabilities, and an additional two percent of units must be accessible to people with auditory and visual disabilities, as defined in the Uniform Federal Accessibility Standards. This development will require a minimum of four units reserved and accessible for persons who are physically disabled, and two units reserved and accessible for persons who are hearing and/or visually impaired.

This is the first building in a multi-phased master plan for a transit-oriented development with a public-private partnership between the San Francisco Bay Area Rapid Transit District (BART), the City of El Cerrito, and a joint venture development team including The Related Companies of California, LLC (Related), Holliday Development, and Affordable Housing Access, Inc. (AHA). AHA is a 501(c)(3) nonprofit corporation founded in 1999. The Related Companies of California, LLC and Holliday Development, LLC are parties to an executed Exclusive Negotiating Agreement (ENA) dated August 3, 2021, with the San Francisco Bay Area Transit District (BART) for the entire TOD master plan area, including Parcel A South, for the development at the El Cerrito Plaza BART Station.

Funding Sources

On May 9, 2023, the Board of Supervisors (Board) approved an award of $1,500,000 in FY 2023/24 HOME funds and $2,000,000 in FY 2023/24 MX funds to Related for the construction of the El Cerrito Plaza Parcel A South Affordable Housing project, plus an additional $50,000 for the County's project delivery costs. On June 25, 2024, the Board approved an award of $1,876,423 in FY 2024/25 PLHA funds to Related for the construction of the project. On June 24, 2025, the Board approved an award of $3,000,000 in FY 2025/26 MX funds to Related for the project. As a result, the total loan contributed by the County is $8,376,423 (the "County Loan"). On April 8, 2025, the project obtained an award for tax credits and bonds. The project has all funding for the project and will begin construction in November 2025 after execution of legal documents.

Related has formed a California limited partnership, ECP Parcel A South Housing Partners, L.P. (Developer), to develop and be the owner of this development. The property will remain under BART ownership. There will be

a ground lease between BART and the Developer. The ground lease will have a term of 65 years. The HOME/MX/PLHA funds will be provided by the County in the form of a 55-year residual receipts loan. The County Loan will bear a zero percent simple interest rate at the request of the Developer, which is less than the typical 3% for County loans. Further information is detailed in the section below regarding the request and need for the lower interest rate. There may be some loan repayments if the project has a surplus cash flow (also known as "residual receipts") during the operation of the development. Affordability and use restrictions are incorporated into the County Loan documents. The County will have a Regulatory Agreement with a 55-year term of affordability. Additional non-County financing for the development includes a City of El Cerrito loan, State Affordable Housing Sustainable Communities Housing Related Infrastructure loan, State Affordable Housing Sustainable Communities Affordable Housing Development loan, State Infill Infrastructure Grant Catalyst loan, Metropolitan Transportation Commission Bay Area Housing Finance Authority Priority Sites loan, a private construction loan, and 4% tax credits. The final loan documents between the County and the Developer are anticipated to be substantially similar to those that are attached to this report.

Through this action, the Director of Conservation and Development, or designee, is authorized to execute subordination agreements and estoppels that are consistent with the subordination terms in the Loan Agreement. Due to the high construction costs and limited revenue from the restricted rents, the total amount of the financing provided to the project will likely exceed the value of the completed project. Even though the proposed equity investment from low-income housing tax credits is substantial compared to the amount of long -term debt, the partnership agreement will have numerous safeguards for the investor's equity. These safeguards essentially subordinate the County's debt to the investor's equity. As a result, the County Loan may not be fully secured through the leasehold interest.

Interest Rate Reduction

Related has requested that the County reduce its interest rate on the County Loan from 3% to 0% to ensure that the project can maintain cash flow positive through year 11. Related has requested the same interest rate reduction from other lenders including the City of El Cerrito, Bay Area Housing Finance Authority, and the State's Department of Housing and Community Development.

Developer Fee

Related has also requested that the County modify the standard requirements for the cash out limit of the developer fee and allow the Developer to collect a cash out developer fee of approximately $3.68 million where the County's guidelines limit this amount to $2.5 million with any amount above $2.5 million required to be deferred or reinvested into the development. This request for an increased developer fee is in part due to changes to the regulations made by the California Tax Credit Allocation Committee (TCAC), which allows for a higher cash out amount that exceeds the County's limit of $2.5 million. The total amount of the developer fee is approximately $4.1 million, which is allowed by TCAC regulations. County staff recommends the County agree to a cash out developer fee to be paid out of development sources if the Developer represents that all other lenders in this finance deal have approved this level of cash fee. Any deferred fee must be paid out of the Developer's share of residual receipts or be recontributed into the project.

Environmental Review

National Environmental Policy Act (NEPA): HOME projects are subject to NEPA and 24 CFR Part 58 environmental regulations. The NEPA review for this project has been completed by County staff and the

required mitigation actions are included in the loan agreement. However, the NEPA review process is still in the HUD public comment/objection period, with HUD being provided with the County's Request for Release of Funds (RROF) for this project. HUD's public comment and objection period ends on November 12, 2025, and HUD may issue the AUGF after this date. As such, the County will not execute any legal documents relating to this development until after the County receives HUD's approval of the Authority to Use Grant Funds (AUGF), which completes the NEPA review for this project. The County, as a responsible agency under CEQA, concurs with the City of El Cerrito's CEQA determination and will file the appropriate notice with the Recorder's Office.

CONSEQUENCE OF NEGATIVE ACTION:

If the County Loan is not approved and legal documents not executed by the anticipated closing date of November 17, 2025, the Developer will not be able to construct the project.

DEVELOPMENT LOAN AGREEMENT
(El Cerrito Plaza Parcel A South)
(HOME Funds, Measure X Funds, and PLHA Funds)

This Development Loan Agreement (the "Agreement") is dated November ____, 2025, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and ECP Parcel A South Housing Partners, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Home Investment Partnerships Act funds (the "HOME-Funds") from the United States Department of Housing and Urban Development ("HUD") pursuant to title II of the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92 (the "HOME Regulations").

C. The County has received Permanent Local Housing Allocation funds ("PLHA Funds") from the California Department of Housing and Community Development ("HCD"), pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins) (the "PLHA Statute"), a Notice of Funding Availability issued by HCD, dated February 26, 2020 (the "PLHA NOFA"), and Standard Agreement Number 21-PLHA-17157 between the County and HCD as amended (the "PLHA Standard Agreement"). The PLHA Funds must be used by the County in accordance with the PLHA Statute, the PLHA NOFA, the PLHA Standard Agreement, and the PLHA Guidelines issued by HCD dated October 2019 (collectively, the "PLHA Requirements").

D. On November 3, 2020, the voters of Contra Costa County approved a countywide 20-year, ½ cent sales tax ("Measure X"). On November 16, 2021 the County board of supervisors approved the Measure X Housing Fund to support the construction of affordable housing in the County for persons earning less than 50% of area median income and persons at risk of homelessness (the "Measure X Funds").

E. The San Francisco Bay Area Rapid Transit District ("BART") owns that certain real property located at 515 Richmond Street in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower is leasing the Property from BART for a term of 65 years pursuant to a ground lease dated as of November ____, 2025 (the "Ground Lease"), and thereby has a leasehold interest in the Property for the term of the Ground Lease (the "Leasehold Interest"). A memorandum of ground lease will be recorded against the Property in the Office of the Recorder of the County of Contra Costa that provides notice of the existence of the Ground Lease (the "Memo of Ground Lease"). Borrower intends to construct seventy (70) housing units on the Property, sixty-nine (69) of which are for rental to extremely low, very low, and low income households, and one (1) manager's unit, and

attendant site improvements (collectively, the "Improvements"). Together, (i) the Leasehold Interest, and (ii) Borrower's fee interest in the Improvements are the "Development."

F. Borrower desires to borrow from the County a loan in the amount of Eight Million Three Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($8,376,423) (the "Loan"), comprised of One Million Five Hundred Thousand Dollars ($1,500,000) in HOME Funds, Five Million Dollars ($5,000,000) in Measure X Funds, and One Million Eight Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($1,876,423) in PLHA Funds.

G. The Loan is evidenced by this Agreement, the Note, the Regulatory Agreement, and the Intercreditor Agreement, and is secured by the Deed of Trust.

H. The Loan is being made to finance construction costs of the Development. Construction of the Development is intended to maintain the supply of affordable rental housing in Contra Costa County. Due to the assistance provided Borrower through the Loan, the County is designating thirty-one (31) units as restricted by the County (the "County-Assisted Units"), six (6) of which are HOME-assisted units (the "HOME-Assisted Units").

I. In accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") the City determined the Development to be statutorily exempt from the provisions of CEQA under CEQA Guidelines Section 15268 for ministerial projects. The Development secured its land use approvals in accordance with Government Code Section 65913.1. [**City to confirm**]

J. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement. [**not yet completed**]

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

(a) "Accessibility Requirements" has the meaning set forth in Section 3.9 below.

(b) "Agreement" means this Development Loan Agreement.

(c) "Annual Operating Budget" has the meaning set forth in Section 4.4.

(d) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

(i) ground rent payments in the amount set forth in the Ground Lease;

(ii) property taxes and assessments imposed on the Development;

(iii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;

(iv) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;

(v) fees paid to the Issuer;

(vi) payment to HCD of a portion of the accrued interest on the HCD AHSC Loan pursuant to California Code of Regulations, Title 25, Section 7308;

(vii) property management fees and reimbursements, on–site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(viii) the Partnership Management/Asset Fee;

(ix) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership Management/Asset Fee;

(x) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

(xi) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(xii) maintenance and repair expenses and services;

(xiii) any annual license or certificate of occupancy fees required for operation of the Development;

(xiv) security services;

(xv) advertising and marketing;

(xvi) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a);

(xvii) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) (excluding amounts deposited to initially capitalize the account);

(xviii) extraordinary operating costs specifically approved in writing by the County; and

(xix) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(e) "Annual Payment" has the meaning in Section 2.8(a).

(f) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(g) "Approved Financing" means all of the following loans, grants, equity and subsidy obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Leasehold Interest and construction of the Improvements:

(i) loan from the City of Low and Moderate Income Housing funds in the approximate amount of Nine Hundred Seventy Thousand Dollars ($970,000) (the "City LMIHF Loan");

(ii) Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A in the approximate amount of Thirty-Five Million Seven-Hundred Thousand Dollars ($35,700,000) issued by the County of Contra Costa, California (the "Issuer") that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Tax-Exempt Construction Loan") which will convert to a permanent loan in the approximate amount of _____ Dollars ($_____) (the "Permanent Loan");

(iii) Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable) in the approximate amount of _____ Dollars ($_____) issued by the Issuer that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Taxable Construction Loan");

(iv) Infill Infrastructure Grant Catalyst funds from HCD in the amount of Six Million Three Hundred Thousand Dollars ($6,300,000) to be loaned by the City to Borrower (the "City IIG Loan");

(v) Affordable Housing Sustainable Communities HRI and Program grant funds from HCD in the amount of Three Million Six Hundred Eighty-Six Thousand Five Hundred and Seven Dollars ($3,686,507), to be loaned by the City to Borrower (the "City AHSC HRI Loan");

(vi) Loan from the Bay Area Housing Finance Authority in the amount of Two Million Four Hundred Thousand Dollars ($2,400,000) (the "BAHFA Loan");

(vii) permanent loan of Affordable Housing Sustainable Communities AHD funds from HCD in the amount of Twenty-one Million One Hundred Forty-Eight Thousand Five Hundred Seventy Dollars ($21,148,570) (the "HCD AHSC Loan");

(viii) Low Income Housing Tax Credit investor equity funds in the approximate amount of _____Dollars ($_____) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner; and

(ix) capital contribution from Borrower's general partner in the approximate amount of $100 (the "GP Capital Contribution").

(h) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(i) "BAHFA Loan" has the meaning set forth in Section 1.1(g)(vi).

(j) "Bank" means JPMorgan Chase Bank, N.A., and its successors and assigns.

(k) "BART" has the meaning set forth in Paragraph E of the Recitals.

(l) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; and (iii) all Construction Plans.

(m) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(n) "Borrower's Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(o) "CEQA" has the meaning set forth in Paragraph I of the Recitals.

(p) "City" means the City of El Cerrito, a municipal corporation.

(q) "City AHSC HRI Loan" has the meaning set forth in Section 1(g)(v).

(r) "City IIG Loan" has the meaning set forth in Section 1(g)(iv).

(s) "City LMIHF Loan" has the meaning set forth in Section 1.1(g)(i).

(t) "Commencement of Construction" has the meaning set forth in Section 3.5.

(u) "Completion Date" means the date that a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(v) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing all the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(w) "County" has the meaning set forth in the first paragraph of this Agreement.

(x) "County Additional Prorata Share" means the result obtained by dividing the Loan by the sum of the Loan and the City LMIHF Loan, to the extent all such funds are disbursed.

(y) "County-Assisted Units" has the meaning set forth in Paragraph H of the Recitals.

(z) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Loan minus any Special County Loan Repayment by the sum of (i) the Loan minus any Special County Loan Repayment, (ii) the City LMIHF Loan minus any Special City LMIHF Loan Repayment, (iii) the HCD AHSC Loan, and (iv) solely for the purposes of calculating the percentage attributable to HCD, and not for purposes of repayment, the City AHSC HRI Loan and the City IIG Loan, to the extent all such funds are disbursed.

(aa) "Deed of Trust" means the Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, Chicago Title Company, as trustee, and the County, as beneficiary, that will encumber the Development to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(bb) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(cc) "Developer Fee" has the meaning set forth in Section 3.18.

(dd) "Development" has the meaning set forth in Paragraph E of the Recitals.

(ee) "Development Fiscal Year" means for the Development, the annual period commencing on January 1 and concluding on December 31 each year.

(ff) "Eligible Household" means a household qualified to occupy a HOME-Assisted Unit pursuant to Section 2.1 of the Regulatory Agreement.

(gg) "Event of Default" has the meaning set forth in Section 6.1.

(hh) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(ii) "Final Cost Certification" has the meaning set forth in Section 4.3.

(jj) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(kk) "GP Capital Contribution" has the meaning set forth in Section 1.1(g)(ix).

(ll) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

(i) all rents, fees and charges paid by tenants;

(ii) Section 8 payments and other rental or operating subsidy payments received for the dwelling units;

(iii) deposits forfeited by tenants;

(iv) all cancellation fees;

(v) price index adjustments and any other rental adjustments to leases or rental agreements;

(vi) net proceeds from vending and laundry room machines;

(vii) the proceeds of business interruption or similar insurance not paid to senior lenders;

(viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

(ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions from Borrower's partners or similar advances.

(mm) "Ground Lease" has the meaning set forth in Paragraph E of the Recitals.

(nn) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(oo) "Hazardous Materials Claims" means with respect to the Development (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Development pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Development relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(pp) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(qq) "HCD" has the meaning set forth in in Paragraph C of the Recitals.

(rr) "HCD AHSC Loan" has the meaning set forth in Section 1.1(g)(vii).

(ss) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(tt) "HOME-Assisted Units" has the meaning set forth in Paragraph H of the Recitals.

(uu) "HOME Regulations" has the meaning set forth in Paragraph B of the Recitals.

(vv) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(ww) "Improvements" has the meaning set forth in Paragraph E of the Recitals.

(xx) "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith entered into by and among the City, the County, and Borrower related to the Loan and the City LMIHF Loan, to be recorded against the Property.

(yy) "Investor Limited Partner" means Wincopin Circle LLLP, a Maryland limited liability limited partnership, FRE Enterprise Affordable Housing Fund I, LLLP, a Maryland limited liability limited partnership, and their permitted successors and assigns.

(zz) "Leasehold Interest" has the meaning set forth in Paragraph E of the Recitals.

(aaa) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(bbb) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, the Intercreditor Agreement, and the Deed of Trust.

(ccc) "Loan" has the meaning set forth in Paragraph F of the Recitals.

(ddd) "Local Lenders'" means the City and the County.

(eee) "Local Lenders' Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(fff) "Measure X" has the meaning set forth in Paragraph D of the Recitals.

(ggg) "Measure X Funds" has the meaning set forth in Paragraph D of the Recitals.

(hhh) "Memo of Ground Lease" has the meaning set forth in Paragraph E of the Recitals.

(iii) "NEPA" has the meaning set forth in Paragraph J of the Recitals.

(jjj) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.

(kkk) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.

(lll) "Operating Reserve Account" has the meaning set forth in Section 4.2(b).

(mmm) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.

(nnn) "Partnership Management/Asset Fee" means: (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership

Agreement to any partner of Borrower during the Fifteen Year Compliance Period; and (ii) after the expiration of the Fifteen Year Compliance Period, asset management fees payable to the partners of Borrower, in the amounts approved by the County as set forth in Section 3.19.

(ooo) "Permanent Conversion" means the date the Tax-Exempt Construction Loan converts to the Permanent Loan.

(ppp) "Permanent Financing" means the sum of the following amounts: (i) the Loan; (ii) the City LMIHF Loan; (iii) the HCD AHSC Loan; (iv) the Permanent Loan; (v) the City IIG Loan; (vi) the City AHSC HRI Loan; (vii) the BAHFA Loan; (vii) the Tax Credit Investor Equity; and (viii) the GP Capital Contribution.

(qqq) "Permanent Loan" has the meaning set forth in Section 1.1(g)(ii).

(rrr) "PLHA Funds" has the meaning set forth in Paragraph C of the Recitals.

(sss) "PLHA NOFA" has the meaning set forth in Paragraph C of the Recitals.

(ttt) "PLHA Requirements" has the meaning set forth in Paragraph C of the Recitals.

(uuu) "PLHA Standard Agreement" has the meaning set forth in Paragraph C of the Recitals.

(vvv) "PLHA Statute" has the meaning set forth in Paragraph C of the Recitals.

(www) "Property" has the meaning set forth in Paragraph E of the Recitals.

(xxx) "Regulatory Agreement" means the County Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing County requirements applicable to the Loan, to be recorded against the Development.

(yyy) "Rental Shortfall Due Date" has the meaning set forth in Section 2.8(c).

(zzz) "Rental Shortfall Payment" has the meaning set forth in Section 2.8(c).

(aaaa) "Replacement Reserve Account" has the meaning set forth in Section 4.2(a).

(bbbb) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(cccc) "Retention Amount" means Fifty Thousand Dollars ($50,000) of the

Loan, the disbursement of which is described in Section 2.7.

(dddd) "Senior Loan" has the meaning set forth in Section 2.5.

(eeee) "Special City LMIHF Loan Payment" has the meaning in Section 3(b) of the Intercreditor Agreement.

(ffff) "Special County Loan Payment" has the meaning in Section 2.8(b).

(gggg) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(hhhh) "Taxable Construction Loan" has the meaning set forth in Section 1.1(g)(iii).

(iiii) "Tax-Exempt Construction Loan" has the meaning set forth in Section 1.1(g)(ii).

(jjjj) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(g)(viii).

(kkkk) "TCAC" means the California Tax Credit Allocation Committee.

(llll) "Tenant" means the tenant household that occupies a unit in the Development.

(mmmm) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(nnnn) "Transfer" has the meaning set forth in Section 6.1 of the Regulatory Agreement.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A: Legal Description of the Property
Exhibit B: Approved Development Budget
Exhibit C: NEPA Mitigation Requirements

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.6 and Section 2.7 of

this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

(a) Subject to the provisions of subsection (b) below, the Loan will not bear interest.

(b) Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will accrue at the Default Rate, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the PLHA Loan for predevelopment costs incurred up to twelve (12) months prior to the date of this Agreement and construction costs, consistent with the Approved Development Budget. Use of the PLHA Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to the PLHA Requirements.

(b) Borrower shall use the HOME Loan and Measure X Loan for construction costs, consistent with the Approved Development Budget. Use of the HOME Loan for reimbursement of costs incurred prior to the date of this Agreement is subject to Section 92.206(d)(1) of the HOME Regulations.

(c) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4 Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, junior to the Tax-Exempt Construction Loan and Taxable Construction Loan (and upon Permanent Conversion, to the Permanent Loan and the HCD AHSC Loan) pursuant to Section 2.5 below, senior to the City AHSC Loan, the City IIG Loan, and the City LMIHF Loan pursuant to the Intercreditor Agreement, and (ii) execute the Regulatory Agreement, and the Intercreditor Agreement, and cause or permit them to be recorded against the Development.

Section 2.5 Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreement to an encumbrance securing and/or evidencing the HCD AHSC Loan, Tax-Exempt Construction Loan, Taxable Construction Loan, the Permanent Loan or any loan obtained by Borrower to refinance the Tax-Exempt Construction Loan, Taxable Construction Loan, or the Permanent Loan (collectively, the "Senior Loan") will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The lender of the Senior Loan is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreement is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreement will be extinguished as a result of a foreclosure by the Bank or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreement before a foreclosure, nor require the consent of the holder(s) of the Senior Loan prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Director – Department of Conservation and Development that the conditions in Subsection (a) have been satisfied, the Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 2.6 Conditions Precedent to Closing and Disbursement of Loan Funds for Construction.

Until the conditions set forth in Section 2.7 have been met, the disbursements made pursuant to this Agreement may not exceed Eight Million Three Hundred Twenty-Six Thousand Twenty-Three Dollars ($8,326,423). The County is not obligated to authorize closing on the

Loan or disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;

(b) The County has approved the Ground Lease;

(c) There exists no default nor any act, failure, omission or condition that would constitute default under the Ground Lease;

(d) Borrower has delivered to the County copies of all of Borrower's organizational documents, and a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, and execute the Loan Documents;

(e) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(f) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(g) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(h) The Memo of Ground Lease, Deed of Trust, the Regulatory Agreement, and the Intercreditor Agreement, have been recorded against the Development in the Office of the Recorder of the County of Contra Costa (may occur concurrently with closing of the Loan);

(i) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2021 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Development in the Office of the Recorder of the County of Contra Costa;

(j) All environmental review necessary for the construction of the Improvements has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(k) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Improvements, are not less than the amount the County determines is necessary to pay for the construction of the Improvements and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(l) Borrower has obtained all permits and approvals necessary to commence the construction of the Improvements;

(m) The County has received and approved the Bid Package for the subcontractors for the construction of the Improvements pursuant to Section 3.2 below;

(n) The County has received and approved the general contractor's construction contract that Borrower has entered or proposed to enter for the construction of the Improvements pursuant to Section 3.3 below;

(o) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(p) Borrower has closed the loans and obtained the equity financings that comprise the Approved Financing described in Section 1.1(g) (or is doing so concurrently with closing the Loan), or has commitments for such funds;

(q) The County has received a fully executed copy of the Partnership Agreement, in which the Investor Limited Partner is obligated to provide Borrower the Tax Credit Investor Equity subject to and in accordance with the terms thereof;

(r) The County has received the fully executed Standard Agreement among the County, Borrower and HCD governing the commitment of the HCD AHSC Loan;

(s) Borrower has provided the County a certification from the Development architect or qualified accessibility specialist that the construction plans are in conformance with the Accessibility Requirements;

(t) Borrower has provided the County an assessment of market demand for the Development, dated no earlier than twelve (12) months prior to the date of this Agreement;

(u) Borrower has submitted to the County a construction schedule reflecting a Completion Date no later than September 1, 2027;

(v) The County has received reasonable evidence that the local match requirements set forth in 24 C.F.R. Section 92.218 et seq., have been satisfied pursuant to Section 4.1 of this Agreement; and

(w) As a condition to disbursing Loan proceeds, the County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv)

where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection the Improvements, the written request must be accompanied by: (1) certification by Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Development and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.7 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all County-Assisted Units;

(b) The County has received a draft of the Final Cost Certification for the Development from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Improvements, allowing the Improvements to be legally occupied;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan, Tenant Selection Plan, and Technology Plan as defined in the County Regulatory Agreement;

(g) The County has received a copy of a social services plan and social services budget for the provision of social services to Tenants;

(h) The County has received from Borrower evidence of marketing for any vacant County-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(i) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 requirements as set forth in Section 4.5(b)(ix) of the County Regulatory Agreement, and minority-owned (MBE) and women-owned (WBE) business requirements;

(j) If Borrower was required to comply with relocation requirements as set forth in Section 3.10 below, the County has received from Borrower evidence of compliance

with all applicable relocation requirements;

(k) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(l) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148) by the HUD regulations governing the Loan, the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues;

(m) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C; and

(n) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.8 Repayment Schedule.

(a) Annual Payments of Loan. Commencing on May 1, 2028, and on May 1 of each year thereafter during the Term, Borrower shall make a Loan payment in an amount equal to the sum of (1) the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts, and (2) the County Additional Prorata Share multiplied by Local Lenders' Share of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Special Repayments of Loan from Net Proceeds of Permanent Financing. To the extent consistent with the regulations applicable to the HCD AHSC Loan, no later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the Loan, an amount equal to the result obtained by multiplying the County Additional Prorata Share by the Available Net Proceeds (the "Special County Loan Payment"). No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County for its review a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification as defined Section 4.3 below. The County shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days after receipt. If Borrower's determination is disapproved by the County, Borrower shall re-submit documentation to the County until the County approval is obtained.

(c) Special Repayment of the Loan for Failure to Lease. If on or before the Rental Shortfall Due Date, Borrower fails to cause each of the HOME-Assisted Units to be rented to and occupied by an Eligible Household in accordance with the County Regulatory Agreement, Borrower shall pay the County the Rental Shortfall Payment, plus accrued interest,

on the Rental Shortfall Due Date.

(i) The "Rental Shortfall Due Date" is the date that occurs eighteen (18) months after the Completion Date.

(ii) The "Rental Shortfall Payment" is an amount equal to the result obtained by multiplying (1) the number of HOME-Assisted Units that have not been rented to and occupied by an Eligible Household on or before the Rental Shortfall Due Date, by (2) a fraction, the numerator of which is the then-outstanding principal balance of the HOME Funds portion of the Loan and the denominator of which is the number of HOME-Assisted Units.

(iii) Interest on the Rental Shortfall Payment will accrue in accordance with Section 2.2(a) through the Rental Shortfall Due Date. If the Rental Shortfall Payment is not paid on or before the Rental Shortfall Due Date, interest on the Rental Shortfall Payment will accrue at the Default Rate beginning on the day after the Rental Shortfall Due Date and continuing until the Rental Shortfall Payment is paid in full with interest.

(d) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 6.1 of the Regulatory Agreement; (ii) an Event of Default; and (iii) the expiration of the Term.

(e) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust (as security for the Regulatory Agreement) will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.9 Reports and Accounting of Residual Receipts.

(a) Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts.

(b) In connection with the Annual Payment, Borrower shall furnish to the County:

(i) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2027, and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31st of each year;

(ii) A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(iii) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts.

(c) The receipt by the County of any statement pursuant to subsection (b) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.6 below.

Section 2.10 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intendment of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents and Borrower shall be fully and personally liable for: (i) loss or damage of any kind resulting from waste, fraud, gross negligence, or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Development that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; (iv) willful or grossly negligent violation of applicable law; and (v) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Improvements.

ARTICLE 3 CONSTRUCTION OF THE IMPROVEMENTS

Section 3.1 Permits and Approvals.

Borrower shall obtain all permits or permit ready letter and approvals necessary for the commencement of construction of the Improvements no later than December 1, 2025, or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Director, Department of Conservation and Development,

or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Improvements. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Improvements is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable HOME Regulations set forth in Section 4.6 of the County Regulatory Agreement. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within fifteen (15) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in fifteen (15) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the construction of the Improvements in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Improvements. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Improvements to occur no later than December 1, 2025, or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Improvements in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

(a) Borrower shall diligently prosecute construction of the Improvements to completion and shall cause the construction of the Improvements to be completed no later than September 1, 2027, subject to force majeure, or such later date that the County approves in writing.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Improvements in conformance with (i) the plans and specifications approved by the City's building department, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Improvements may be performed: (i) any change in the work the cost of which exceeds One Hundred Thousand Dollars ($100,000); or (ii) any set of changes in the work the cost of which cumulatively Two Hundred Fifty Thousand Dollars ($250,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Improvements to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the PLHA Requirements and the HOME Regulations including the property standards set out in 24 C.F.R. 92.251 as implemented by Section 5.6 of the County Regulatory Agreement;

(iii) the requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35; and

(iv) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.8 State Prevailing Wages.

(a) To the extent required by applicable law Borrower shall:

(i) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Development as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(ii) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(iii) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(iv) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(v) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5;

(vi) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(1) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(2) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(vii) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (https://www.dir.ca.gov/pwc100ext/);

(viii) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(ix) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(b) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Improvements or any other work undertaken or in connection with the Development. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.9 Accessibility.

(a) Borrower shall cause the Improvements to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans with Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements, a minimum of four (4) units in the Development must be constructed to be fully accessible to households with a mobility impaired member and an additional two (2) units in the Development must be constructed to be fully accessible to hearing and/or visually impaired persons. In compliance with the Accessibility Requirements Borrower shall provide the County with a certification from the Development architect/CASP consultant that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.10 Relocation.

(a) If and to the extent that acquisition of the Leasehold Interest and construction of the Improvements will result in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable

local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity to satisfy relocation obligations related to the acquisition of the Leasehold Interest and construction of the Improvements. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.11 Equal Opportunity.

During the construction of the Improvements discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.12 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Improvements. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Improvements. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.13 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Improvements, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.17 below.

Section 3.14 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the

work to be performed so that commencement and completion of the construction of the Improvements takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Improvements.

Section 3.15 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Leasehold Interest or the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property or the Leasehold Interest. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development.

Section 3.16 Inspections.

(a) Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

(b) The County may perform inspections both during and upon completion of construction of the Development to determine if the Development is being constructed in accordance with the PLHA Requirements and the HOME Regulations, including

the property standards set forth in 24 C.F.R. 92.251. Borrower shall give the County notice when the construction of the Development is complete. If the County determines the Development is not being constructed in accordance with the HOME Regulations, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by the County. The Development may not be occupied until such deficiencies have been corrected to the satisfaction of the County.

Section 3.17 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget. In the event of a conflict between the terms of the Approved Development Budget and the terms of the Loan Documents, the terms of the Loan Documents will control.

Section 3.18 Developer Fee.

The maximum cumulative developer fee that may be paid to any entity or entities providing development services to the Development, whether paid up front out of development sources or on a deferred basis, is not to exceed the amount allowed by TCAC and as approved by the County. For the purposes of this Agreement "Developer Fee" has the meaning set forth in California Code of Regulations, Title 4, Section 10302(o). In no event may the amount of the Developer Fee to be paid out of development sources exceed Three Million Six Hundred Eighty-Five Thousand Dollars ($3,685,000). Any amount of Developer Fee that is not paid from development sources prior to Permanent Conversion, must either be deferred and paid out of Borrower's Share of Residual Receipts or contributed to the Development (the "Deferred Developer Fee"). Notwithstanding the above, Borrower may retain and use the Local Lender's Share of Residual Receipts to pay any Deferred Developer Fee, prior to disbursement of the Local Lender's Share of Residual Receipts to the County and the City to repay the Loan and the City Loan, until the earlier of the repayment in full of the Deferred Developer Fee or the expiration of the Fifteen Year Compliance Period. After such time the Local Lender's Share of Residual Receipts reverts back to the City and the County for repayment of the Loan and the City Loan.

Section 3.19 Partnership Management/Asset Fee.

Prior to the expiration of the Fifteen Year Compliance Period, the Partnership Management/Asset Fee is not to exceed Forty-Three Thousand Seven Hundred Ninety-Nine Dollars ($43,799) per year in the aggregate, increasing by 3% annually starting in 2027. Such amount is intended to represent the amount of Partnership Management/Asset Fee allowed by HCD at Permanent Conversion. Unpaid Partnership Management Fees may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned. After the expiration of the Fifteen Year Compliance Period, the Partnership/Asset Management Fee may

continue but will convert to a Partnership/Asset Management Fee payable to the partners of Borrower in an amount to be approved by the County.

Section 3.20 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Improvements.

Section 3.21 Repayment of Sponsor Loans.

Loans from any member or affiliate of Borrower may only be repaid from Borrower's Share of Residual Receipts.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Match Requirement.

The Borrower shall ensure that the Loan is matched with a minimum of Three Hundred Seventy-Five Thousand Dollars ($375,000) in other, non-federal sources, pursuant to and eligible under applicable HOME Regulations.

Section 4.2 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Commencing no later than Permanent Conversion, Borrower shall make annual deposits to the Replacement Reserve Account in an amount equal to at least the lesser of 0.6% of estimated construction costs associated with structures in the Development, excluding construction contingency and general requirements, or Five Hundred Dollars ($500) per unit.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account on a monthly basis in the amount of two percent (2%) of the gross rental income from the Development until the Operating Reserve Account reaches an amount equal to three (3) months of Annual Operating Expenses (excluding items in Section 1.1(d)(viii) and (xvii). Thereafter, the Operating Reserve Account must be maintained to the extent of available cash flow at the level of three (3) months of Annual Operating Expenses (excluding items in Section 1.1(d)(viii) and (xvii)) for the period during which the Development is regulated by the County Regulatory Agreement. Notwithstanding the above, that if Partnership Agreement or the documents evidencing the Permanent Loan require the Operating Reserve Account to be capitalized and replenished in an greater amount, Borrower shall capitalize and replenish the Operating Reserve Account as required by the Partnership Agreement or the documents evidencing the Permanent Loan, as applicable, for as long as the Partnership Agreement or the Permanent Loan, as applicable, is outstanding.

Section 4.3 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of construction of the Improvements, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

(b) No later than one hundred twenty (120) days after Permanent Conversion, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development. This requirement may be satisfied by providing the Final Cost Certification to the County. "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: (i) Borrower submits to TCAC; and (ii) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

Section 4.4 Approval of Annual Operating Budget.

Borrower shall provide the following to the County for its review and approval: (i) by not later than sixty (60) days prior to commencement of each Development Fiscal Year for the Term, the estimated annual budget for the upcoming Development Fiscal Year for the operations of the Development which shall include projected income from all sources, projected expenses, including operating expenses, debt service, and deposits to and withdrawals from Development reserves (the "Annual Operating Budget"); and (ii) within ninety (90) days following the end of each Development Fiscal Year, a report showing the actual income and expenditures with respect to the Development for the immediately preceding Development Fiscal Year and the status of Development reserves. The County's review shall be limited to whether the Development is being operated and managed in accordance with the requirements and standards of the Loan Documents. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.5 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD and HCD in connection with Borrower's use of the Loan funds.

Section 4.6 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County and HCD may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited

to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours upon reasonable notice of not less than 48 hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars ($2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

Section 4.7 Hazardous Materials.

(a) Borrower shall keep and maintain the Development (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Development to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Development or transportation to or from the Development of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Development that could cause the Development or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Development under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Development; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Development or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower

in this Section 4.7, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Development and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Development, (2) loss or restriction of use of rentable space on the Development, (3) adverse effect on the marketing of any rental space on the Development, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust, and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld or delayed, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Development, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Development either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Development as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Development is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Development is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the

County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Development; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Development and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Development is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.8 Maintenance; Damage and Destruction.

(a) During the course of both construction and operation of the Development, Borrower shall maintain the Development in good repair and in a neat, clean and orderly condition, reasonable wear and tear accepted and in accordance with the Regulatory Agreement.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

Section 4.9 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Development. Borrower

is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Development.

However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Borrower shall not apply for a property tax exemption for the Development under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

Section 4.10 Notices.

Borrower shall promptly notify the County in writing of any and all of the following:

(a) Any litigation known to Borrower materially affecting Borrower, or the Development and of any claims or disputes that involve a material risk of litigation;

(b) Any written or oral communication Borrower receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Development fails in any respect to comply with any applicable governmental law;

(c) Any material adverse change in the physical condition of the Development (including any damage suffered as a result of fire, earthquakes, or floods);

(d) Any material adverse change in Borrower's financial condition, any material adverse change in Borrower's operations, or any change in the management of Borrower;

(e) That any of the statements in Section 5.1(l) regarding Hazardous Materials are no longer accurate;

(f) Any Default or event which, with the giving of notice or the passage of time or both, would constitute a Default; and

(g) Any other circumstance, event, or occurrence that results in a material adverse change in Borrower's ability to timely perform any of its obligations under any of the Loan Documents.

Section 4.11 Operation of Development as Affordable Housing.

Borrower shall operate the Development (i) in accordance with all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) as an affordable housing development consistent with: (1) HUD's requirements for use of HOME Funds; (2) the PLHA Requirements; (3) the Regulatory Agreement; (4) any other regulatory requirements imposed on Borrower including but not limited to Regulatory Agreement associated with the City LMIHF Loan, HCD AHSC Loan, and Low Income Housing Tax Credits provided by TCAC; and (5) any regulatory requirements imposed on Borrower related to the rental subsidies provided to the Development.

Section 4.12 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Development. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring the County-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 4.13 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars ($1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars ($2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (which limits may be met through excess/umbrella coverage in the amount of $15,000,000).

(iii) Automobile Liability insurance with limits not less than One Million Dollars ($1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars ($1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.14 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the

County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 6.1 of the Regulatory Agreement. Borrower shall provide the County copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of Approved Financing.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the Loan including, without limitation, the Residual Receipts definition and the payment provisions of Section 2.8 above, this Agreement will control. Any payments made in conflict with the Residual Receipts definition and payment requirements of this Agreement will be considered an Event of Default.

Section 4.15 Covenants Regarding the Ground Lease.

Borrower hereby covenants and agrees, as to the Ground Lease:

(a) To promptly pay, when due and payable, any rent, taxes and all other sums and charges mentioned in and made payable pursuant to the Ground Lease.

(b) To promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Borrower as lessee under the Ground Lease, within the period provided in the Ground Lease, or such lesser periods as are provided in the Loan Documents, and to do all things necessary to preserve and to keep unimpaired its rights under the Ground Lease. Borrower specifically acknowledges the County's right, while any default by Borrower under any Ground Lease remains uncured, to perform the defaulted obligations and take all other actions which the County reasonably deems necessary to protect its interests with respect thereto.

(c) To preserve at all times the full term and enforceability of the Ground Lease, and not to release, forego, alter, amend, cancel, surrender, or materially modify its rights under the Ground Lease, or exercise any rights it may have to voluntarily terminate the Ground Lease, or permit any termination material modification or surrender of the Ground Lease without the County's prior written consent.

(d) To (i) promptly notify the County in writing of the receipt by Borrower of any notice from BART and of any notice noting or claiming any default by Borrower in the performance or observance of any of the terms, covenants or conditions on the part of the Borrower to be performed or observed under the Ground Lease; (ii) promptly notify the County in writing of the receipt by Borrower of any notice from BART to Borrower of termination of the Ground Lease pursuant to the provisions of the Ground Lease; (iii) promptly cause a copy of each such notice received by Borrower from BART to be delivered to the

County; provided, however, that no such delivery by Borrower to the County of any such notices shall be deemed to waive, release, or modify any obligation of BART to separately provide such notice to the County pursuant to the terms of the Ground Lease; and (iv) promptly notify the County in writing of any default by BART in the performance or observance of any of the terms, covenants or conditions on the part of BART to be performed or observed.

(e) To, within thirty (30) days after written demand from the County, obtain from BART and deliver to the County a certificate stating that the Ground Lease is in full force and effect, is unmodified, that no notice of termination thereon has been served on Borrower, stating that to BART's knowledge no default or event which with notice or lapse of time (or both) would become a default is existing under the Ground Lease (or specifying the nature of any defaults or events which with notice or lapse of time, or both, would become a default under the Ground Lease), stating the date to which net rent has been paid, and containing such other statements and representations as may be requested by the County.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Improvements will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.6 above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Leasehold Interest and the construction of the Improvements in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Development otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition

(financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Development; (ii) neither the Development nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Development nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

(m) Compliance with the Ground Lease. Borrower hereby represents and warrants that: (i) the Ground Lease is unmodified and is in full force and effect; (ii) all rents and other charges to be paid by Borrower as lessee under the Ground Lease are current; (iii) Borrower is not in default under any of the provisions of the Ground Lease and no circumstances exist which would constitute a default by Borrower under the Ground Lease or would otherwise permit BART to cancel, terminate or otherwise limit the Ground Lease in any manner; (iv) Borrower is not aware of any default by BART under the Ground Lease or the existence of circumstances which would constitute a default by the City under the Ground Lease; (v) Borrower's interest in the Ground Lease is not subject to any liens or encumbrances except as previously disclosed to the County in writing; and (vi) Borrower owns and holds the Ground Lease and the entire leasehold estate created by the Ground Lease and has the right under the Ground Lease or has received all appropriate consents required in order for Borrower to execute the Loan Documents.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Improvements to completion, within the times set forth in Article 3 above, subject to the force majeure provisions of Section 7.14 below.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan, Tenant Selection Plan, or Technology Plan that is approved by the County in accordance with the Regulatory Agreement.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) through Section 6.1(c), and Section 6.1(e) through Section 6.1(n)), or in

any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on the Development. If any claim of lien (other than liens allowed pursuant to any Loan Document or approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property or the Development other than by the County.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 6.1 of the Regulatory Agreement.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or

report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(m) Ground Lease Default. If Borrower fails to comply with any term or condition of the Ground Lease or a default or an event of default occurs under the Ground Lease (subject to any notice and cure rights contained in the Ground Lease).

(n) Ground Lease Termination. If any event or circumstance occurs which gives BART the right to terminate the Ground Lease and BART delivers written notice to Borrower of its intention to terminate the Ground Lease.

(o) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1(f), through Section 6.1(h) in relation to either of Borrower's general partners, unless the removal and replacement of the general partner in accordance with Section 6.1(f) of the Regulatory Agreement within the time frame set forth in Section 6.5 cures such a default.

Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.5 Notice and Cure Rights of Limited Partner.

The County shall provide the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County ("Permitted Limited Partner") a duplicate copy of all notices of default that the County may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address set forth in Section 7.9, provided, the County shall have no liability to the Permitted Limited Partner for its failure to do so. The Permitted Limited Partner has the right, but not the obligation, to cure any default of Borrower set forth in such notice, during the applicable cure period described in the Loan Documents, and the County will accept tender of such cure as if delivered by Borrower. If the Permitted Limited Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the default.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment

of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Leasehold Interest, the construction of the Improvements or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction of the Improvements or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director of the Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the acquisition of the Leasehold Interest and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained by County.

The County's execution of this Agreement in no way limits any discretion the County

may have in the permit and approval process related to the construction of the Improvements.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Deputy Director – Housing & Community Improvement

Borrower: ECP Parcel A South Housing Partners, L.P.
c/o The Related Companies of California
44 Montgomery Street, Suite 1310
San Francisco, CA 94104
Attention: Ann Silverberg

With a copy to:	Bocarsly Emden Cowan Esmail & Arndt LLP 633 W. 5th Street, Suite 5880 Los Angeles, CA 90071 Attn: Nicole Deddens, Esq
Investor Limited Partner:	Wincopin Circle LLLP/FRE Enterprise Affordable Housing Fund I, LLLP c/o Enterprise Community Asset Management, Inc. 70 Corporate Center 11000 Broken Land Parkway, Suite 700 Columbia, Maryland 21044 Attention: Asset Management
With a copy to:	Email: lmanley@enterprisecommunity.com Attn: Chief Legal Officer
With a copy to:	Kristen M. Cassetta, Esq. Holland & Knight LLP 10 St. James Avenue, 12th Floor Boston, Massachusetts 02116

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.13 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.14 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.15 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.16 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.17 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Loan.

Section 7.18 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

The parties are entering into this Agreement as of the last date set forth below.

COUNTY:

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

By: _____
John Kopchik
Director, Department of Conservation and Development

Date: November_____, 2025

APPROVED AS TO FORM:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

[signatures continue on following page]

BORROWER:

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

By: El Cerrito Plaza MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

Date: November ___, 2025

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

EXHIBIT C
NEPA MITIGATION REQUIREMENTS

TABLE OF CONTENTS

Page

ARTICLE 1 DEFINITIONS AND EXHIBITS 2
Section 1.1 Definitions 2
Section 1.2 Exhibits 11

ARTICLE 2 LOAN PROVISIONS 11
Section 2.1 Loan. 11
Section 2.2 Interest. 12
Section 2.3 Use of Loan Funds. 12
Section 2.4 Security. 12
Section 2.5 Subordination. 12
Section 2.6 Conditions Precedent to Closing and Disbursement of Loan Funds for Construction. 13
Section 2.7 Conditions Precedent to Disbursement of Retention. 16
Section 2.8 Repayment Schedule. 17
Section 2.9 Reports and Accounting of Residual Receipts. 18
Section 2.10 Non-Recourse. 19

ARTICLE 3 CONSTRUCTION OF THE IMPROVEMENTS 19
Section 3.1 Permits and Approvals. 19
Section 3.2 Bid Package. 19
Section 3.3 Construction Contract. 20
Section 3.4 Construction Bonds. 20
Section 3.5 Commencement of Construction. 20
Section 3.6 Completion of Construction. 21
Section 3.7 Changes; Construction Pursuant to Plans and Laws. 21
Section 3.8 State Prevailing Wages. 22
Section 3.9 Accessibility. 23
Section 3.10 Relocation. 23
Section 3.11 Equal Opportunity. 24
Section 3.12 Minority and Women-Owned Contractors. 24
Section 3.13 Progress Reports. 24
Section 3.14 Construction Responsibilities. 24
Section 3.15 Mechanics Liens, Stop Notices, and Notices of Completion. 25
Section 3.16 Inspections. 25
Section 3.17 Approved Development Budget; Revisions to Budget. 26
Section 3.18 Developer Fee. 26
Section 3.19 Partnership Management/Asset Fee. 26
Section 3.20 NEPA Mitigation Requirements. 27
Section 3.21 Repayment of Sponsor Loans. 27

ARTICLE 4 LOAN REQUIREMENTS 27
Section 4.1 Match Requirement. 27
Section 4.2 Reserve Accounts. 27
Section 4.3 Financial Accountings and Post-Completion Audits. 28
Section 4.4 Approval of Annual Operating Budget. 28
Section 4.5 Information. 28

TABLE OF CONTENTS
(continued)

Page

Section 4.6 County Audits. 28
Section 4.7 Hazardous Materials. 29
Section 4.8 Maintenance; Damage and Destruction. 31
Section 4.9 Fees and Taxes. 31
Section 4.10 Notices. 32
Section 4.11 Operation of Development as Affordable Housing. 33
Section 4.12 Nondiscrimination. 33
Section 4.13 Insurance Requirements. 33
Section 4.14 Covenants Regarding Approved Financing and Partnership Agreement. 34
Section 4.15 Covenants Regarding the Ground Lease. 35

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER 36
Section 5.1 Representations and Warranties. 36

ARTICLE 6 DEFAULT AND REMEDIES 38
Section 6.1 Events of Default. 38
Section 6.2 Remedies. 40
Section 6.3 Right of Contest. 41
Section 6.4 Remedies Cumulative. 41
Section 6.5 Notice and Cure Rights of Limited Partner. 41

ARTICLE 7 GENERAL PROVISIONS 41
Section 7.1 Relationship of Parties. 41
Section 7.2 No Claims. 42
Section 7.3 Amendments. 42
Section 7.4 Indemnification. 42
Section 7.5 Non-Liability of County Officials, Employees and Agents. 42
Section 7.6 No Third Party Beneficiaries. 42
Section 7.7 Discretion Retained by County. 42
Section 7.8 Conflict of Interest. 43
Section 7.9 Notices, Demands and Communications. 43
Section 7.10 Applicable Law. 44
Section 7.11 Parties Bound. 44
Section 7.12 Severability. 44
Section 7.13 Force Majeure. 45
Section 7.14 County Approval. 45
Section 7.15 Waivers. 45
Section 7.16 Title of Parts and Sections. 45
Section 7.17 Entire Understanding of the Parties. 45
Section 7.18 Multiple Originals; Counterpart. 45

EXHIBIT A Legal Description of the Property
EXHIBIT B Approved Development Budget
EXHIBIT C NEPA Mitigation Requirements

DEVELOPMENT LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.

EL CERRITO PLAZA PARCEL A SOUTH

November ___, 2025

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director – Housing & Community Improvement

No fee for recording pursuant to
Government Code Sections 27383 and 27388.1

LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(El Cerrito Plaza Parcel A South)

THIS LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of November ____, 2025, by and among ECP Parcel A South Housing Partners, L.P., a California limited partnership ("Trustor"), Chicago Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's (i) leasehold interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference, as created pursuant to that certain Ground Lease defined below (the "Property"), and (ii) fee interest in the Improvements on the Property.

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.9 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.8 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1
DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Ground Lease" means that certain Ground Lease Agreement dated as of November _____, 2025 by and between Trustor as lessee and Ground Lessor pertaining to the Property, a memorandum of which is being recorded in the Office of the Recorder of the County of Contra Costa concurrently herewith, pursuant to which Ground Lessor has granted Trustor a leasehold interest in the Property.

Section 1.3 The term "Ground Lessor" means the San Francisco Bay Area Rapid Transit District.

Section 1.4 The term "Improvements" means the affordable housing development to be constructed on the Property.

Section 1.5 The term "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith entered into by and among the City of El Cerrito, the County, and Borrower related to the Loan.

Section 1.6 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Eight Million Three Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($8,376,423).

Section 1.7 The term "Loan Agreement" means that certain Development Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor the Loan.

Section 1.8 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, the Intercreditor Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.9 The term "Note" means the promissory note of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated in the amount of the Loan, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.10 The term "Principal" means the amounts required to be paid under the Note.

Section 1.11 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between Beneficiary and Trustor and recorded concurrently herewith.

ARTICLE 2
MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the

Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents

payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this Deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by

Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3
TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.8 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the

Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,

religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

Section 5.9 Ground Lease Covenants.

Trustor hereby represents, warrants, covenants and agrees that:

(a) This Deed of Trust is duly executed and delivered in conformity with, and does not violate or breach any term of covenant of, the Ground Lease.

(b) Trustor will cause a memorandum of ground lease to be recorded against the Property that provides notice of the existence of the Ground Lease.

(c) Trustor will not do or permit to be done or omit to do or permit the omission of any act, which would impair the security of this Deed of Trust, or would constitute grounds for the termination of the Ground Lease or would entitle the Ground Lessor to declare a forfeiture or termination of the Ground Lease.

(d) Trustor will not, without the prior written consent of Beneficiary terminate, materially modify or surrender or suffer or permit any termination, material modification or surrender of the Ground Lease.

(e) Trustor will not consent to any waiver of Ground Lessor's obligations under the Ground Lease, nor to the subordination of the Ground Lease to any mortgage of the fee interest of the Ground Lessor.

(f) Trustor will not acquire the fee interest in the Property under the Ground Lease without the express prior written approval of Beneficiary. In the event that Trustor acquires fee title to the Property, such interest will be deemed to be subject to and covered by this Deed of Trust, and Trustor shall promptly: (i) provide Beneficiary with notice of such further title interest of Trustor to the Property and (ii) execute, acknowledge, and deliver such instruments, documents, and agreements as may be required by Beneficiary to ratify, confirm, re-affirm, and perfect Beneficiary's interest in such Property, including without limitation, any additional mortgage or amendment requested by Beneficiary to confirm Trustor's right, title and interest in and to the fee title of Trustor to the Property. Without the express prior written approval of Beneficiary, Trustor shall not merge the leasehold estate created by the Ground Lease with the fee estate of the Property, and such leasehold estate must always remain separate and distinct, notwithstanding any union of such estates in Ground Lessor, Beneficiary, or Trustor by purchase, operation of Law, or otherwise. In the event that Beneficiary acquires fee title and the leasehold estate by foreclosure of this Deed of Trust (or by conveyance or assignment in lieu thereof) or otherwise, then such estates will not merge but will remain separate and distinct for all purposes after such acquisition unless and until Beneficiary elects in writing to merge such estates.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its board members, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use,

generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the

Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7
EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; (iv) failure to observe or perform any of Trustor's covenants, agreement or obligations under the Ground Lease, and (v) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the

Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in

such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds, assignment of lease, or bill of sale, as applicable, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such documents(s) or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of ownership in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Security by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further

waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Deputy Director – Housing & Community Improvement

and (2) if intended for Trustor is to be addressed to:

ECP Parcel A South Housing Partners, L.P.
c/o The Related Companies of California
44 Montgomery Street, Suite 1310
San Francisco, CA 94104
Attention: Ann Silverberg

With a copy to:

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, Suite 5880
Los Angeles, CA 90071
Attn: Nicole Deddens, Esq

With a copy to:

Wincopin Circle LLLP/FRE Enterprise Affordable Housing Fund I, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attention: Asset Management

With a copy to:

Email: lmanley@enterprisecommunity.com
Attn: Chief Legal Officer

With a copy to:

Kristen M. Cassetta, Esq.
Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, Massachusetts 02116

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of

the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

[signatures on following page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

By: El Cerrito Plaza MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: 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 _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The leasehold interest in the land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

PROMISSORY NOTE
(El Cerrito Plaza Parcel A South)

$8,376,423

Martinez, California
November ___, 2025

FOR VALUE RECEIVED, the undersigned ECP PARCEL A SOUTH HOUSING PARTNERS, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Eight Million Three Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($8,376,423) (comprised of One Million Five Hundred Thousand Dollars ($1,500,000) in HOME Funds, Five Million Dollars ($5,000,000) in Measure X Funds, and One Million Eight Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($1,876,423) in PLHA Funds), plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this promissory note (the "Note") have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Eight Million Three Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($8,376,423) with interest for the funds loaned to Borrower by Holder to finance the construction of the Development pursuant to the Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Loan does not bear interest.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest, if any, under this Note is due and payable as set forth in Section 2.8 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon

recordation of the Deed of Trust, this Note will become nonrecourse to Borrower and Borrower's partners, pursuant to and except as provided in Section 2.10 of the Loan Agreement which Section 2.10 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Deputy Director – Housing & Community Improvement, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute, and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

(c) The notice and cure rights of the Investor Limited Partner are set forth in Section 6.5 of the Loan Agreement.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

BORROWER:

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC,
a California limited liability company,
its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

By: El Cerrito Plaza MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By: _____
Name: Vasilios Salamandrakis
Its: President

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director – Housing & Community Improvement

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(El Cerrito Plaza Parcel A South)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") is dated November ___, 2025, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and ECP Parcel A South Housing Partners, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Regulatory Agreement.

B. The County has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to Title II of the Cranston-Gonzales National Affordable Housing Act of 1990 (42 U.S.C. 12705 et seq.) ("HOME Funds"). The HOME Funds must be used by the County in accordance with 24 C.F.R. Part 92 (the "HOME Regulations").

C. The County has received Permanent Local Housing Allocation funds ("PLHA Funds") from the California Department of Housing and Community Development ("HCD"), pursuant to Part 2 Chapter 2.5 of Division 31 of the Health and Safety Code (commencing with Section 50470) Statutes of 2017 (SB 2, Atkins) (the "PLHA Statute"), a Notice of Funding Availability issued by HCD, dated February 26, 2020 (the "PLHA NOFA"), and Standard Agreement Number 21-PLHA-17157 between the County and HCD as amended (the "PLHA Standard Agreement"). The PLHA Funds must be used by the County in accordance with the PLHA Statute, the PLHA NOFA, the PLHA Standard Agreement, and the PLHA Guidelines issued by HCD dated October 2019 (collectively, the "PLHA Requirements").

D. On November 3, 2020, the voters of Contra Costa County approved a countywide 20-year, ½ cent sales tax ("Measure X"). On November 16, 2021, the County board of supervisors approved the Measure X Housing Fund to support the construction of affordable

housing in the County for persons earning less than 50% of area median income and persons at risk of homelessness (the "Measure X Funds").

E. The San Francisco Bay Area Rapid Transit District ("BART") owns that certain real property located at 515 Richmond Street in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower is leasing the Property from BART for a term of 65 years pursuant to a ground lease dated as of November ____, 2025 (the "Ground Lease"), and thereby has a leasehold interest in the Property for the term of the Ground Lease (the "Leasehold Interest"). Borrower intends to construct seventy (70) housing units on the Property, sixty-nine (69) of which are for rental to extremely low, very low, and low income households, and one (1) manager's unit, and attendant site improvements (collectively, the "Improvements"). Together, (i) the Leasehold Interest, and (ii) Borrower's fee interest in the Improvements are the "Development."

F. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower Eight Million Three Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($8,376,423) (the "County Loan") to assist in the construction of the Development.

G. The County Loan includes: (i) One Million Five Hundred Thousand Dollars ($1,500,000) in HOME Funds, (ii) Five Million Dollars ($5,000,000) in Measure X Funds, and (iii) One Million Eight Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($1,876,423) in PLHA Funds.

H. In addition to the Loan Agreement, the County Loan is evidenced by the following documents: (i) a deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, Chicago Title Company, as trustee, and the County, as beneficiary; (ii) a promissory note executed by Borrower of even date herewith, in the amount of the County Loan; (iii) an intercreditor agreement executed by Borrower, the City, and the County; and (v) this Regulatory Agreement, (collectively, together with the Loan Agreement, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

I. The County has the authority to lend the County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the HOME Funds pursuant to 24 C.F.R. 92.205.

J. The County has agreed to make the County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this Regulatory Agreement, and in the related documents evidencing the County Loan. Thirty-one (31) of the Units are restricted by the County pursuant to this Regulatory Agreement.

K. In consideration of receipt of the County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1
DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

(a) "Accessibility Requirements" has the meaning set forth in Section 2.1(e).

(b) "Actual Household Size" means the actual number of persons in the applicable household.

(c) "Adjusted Income" means with respect to the Tenant of each County-Assisted Unit, the Tenant's total anticipated annual income as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611, and as further referenced in 24 CFR 92.203(b)(1) with respect to the HOME-Assisted Units during the HOME Term.

(d) "Assumed Household Size" means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h), used to calculate Rent, provided that if a different calculation is required by the HOME Regulations, such calculation must be used for the HOME-Assisted Units during the HOME Term.

(e) "BART" has the meaning set forth in Paragraph E of the Recitals.

(f) "City" means the City of El Cerrito, a municipal corporation.

(g) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(h) "County-Assisted Units" means the thirty-one (31) Units to be constructed on the Property that are restricted to occupancy by Extremely Low Income Households, Very-Low Income Households, and Low Income Households in compliance with Section 2.1 below.

(i) "County Loan" has the meaning set forth in Paragraph F of the Recitals.

(j) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, Chicago Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the County Loan and Borrower's performance of the Loan Documents.

(k) "Development" has the meaning set forth in Paragraph E of the Recitals.

(l) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).

(m) "Extremely Low Income Household" means a household with an Adjusted Income that does not exceed thirty percent (30%) of Median Income, adjusted for Actual Household Size, and with respect to the occupancy of a HOME-Assisted Unit during the HOME Term, is not an individual student not eligible to receive Section 8 assistance under 24 C.F.R. 5.612.

(n) "Extremely Low Income Rent" means a monthly Rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of thirty percent (30%) of Median Income, adjusted for Assumed Household Size.

(o) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.

(p) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(q) "Ground Lease" has the meaning set forth in Paragraph E of the Recitals.

(r) "HOME" has the meaning set forth in Paragraph B of the Recitals.

(s) "HOME Funds" has the meaning set forth in Paragraph B of the Recitals.

(t) "HOME Regulations" has the meaning set forth in Paragraph B of the Recitals.

(u) "HOME Term" means the term of this Agreement which commences as of the date of this Regulatory Agreement, and unless sooner terminated pursuant to the terms of this Regulatory Agreement, expires on the twenty-first (21st) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the HOME Term will expire on the twenty-third (23rd) anniversary of this Regulatory Agreement.

(v) "HOME-Assisted Units" means the six (6) Extremely Low Income Units that are "floating" Units as defined in 24 C.F.R. 92.252(j).

(w) "HCD" has the meaning set forth in Paragraph C of the Recitals.

(x) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(y) "Improvements" has the meaning set forth in Paragraph E of the Recitals.

(z) "Investor Limited Partner" means Wincopin Circle LLLP, a Maryland limited liability limited partnership, FRE Enterprise Affordable Housing Fund I, LLLP, a Maryland limited liability limited partnership, and their permitted successors and assigns.

(aa) "Leasehold Interest" has the meaning set forth in Paragraph E of the Recitals.

(bb) "Loan Agreement" has the meaning set forth in Paragraph F of the Recitals.

(cc) "Loan Documents" has the meaning set forth in Paragraph H of the Recitals.

(dd) "Low Income Household" means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income, adjusted for Actual Household Size.

(ee) "Low Income Rent" means a monthly Rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(ff) "Low Income Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Low Income Households.

(gg) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(hh) "Marketing Plan" has the meaning set forth in Section 4.3(a).

(ii) "Measure X" has the meaning set forth in Paragraph D of the Recitals.

(jj) "Measure X-Assisted Units" means the following County-Assisted Units: one (1) Extremely Low Income Unit, thirteen (13) Very Low Income Units, and four (4) Low Income Units.

(kk) "Measure X Funds" has the meaning set forth in Paragraph D of the Recitals.

(ll) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(mm) "Partnership Agreement" means the First Amended and Restated Agreement of Limited Partnership, dated on or about November____, 2025, that governs the operation and organization of Borrower as a California limited partnership.

(nn) "Permanent Conversion" has the meaning set forth in Section 1.1(ooo) of the Loan Agreement

(oo) "PLHA" has the meaning set forth in Paragraph C of the Recitals.

(pp) "PLHA-Assisted Units" means the following County-Assisted Units: six (6) Extremely Low Income Units, and one (1) Very Low Income Unit.

(qq) "PLHA Funds" has the meaning set forth in Paragraph C of the Recitals

(rr) "PLHA NOFA" has the meaning set forth in Paragraph C of the Recitals.

(ss) "PLHA Requirements" has the meaning set forth in Paragraph C of the Recitals.

(tt) "PLHA Standard Agreement" has the meaning set forth in Paragraph C of the Recitals.

(uu) "PLHA Statute" has the meaning set forth in Paragraph C of the Recitals.

(vv) "Property" has the meaning set forth in Paragraph E of the Recitals.

(ww) "Regulatory Agreement" has the meaning set forth in the first paragraph of this agreement.

(xx) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants (subject to the limitations set forth in 24 C.F.R. 92.214(b)(3) for the HOME-Assisted Units during the HOME Term), other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(yy) "TCAC" means the California Tax Credit Allocation Committee.

(zz) "Technology Plan" has the meaning set forth in Section 4.3(c).

(aaa) "Tenant" means the tenant household that occupies a Unit in the Development.

(bbb) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(ccc) "Term" means the term of this Agreement which commences as of the date of this Regulatory Agreement, and unless sooner terminated pursuant to the terms of this Regulatory Agreement, expires on the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Regulatory Agreement.

(ddd) "Transfer" has the meaning set forth in Section 6.1.

(eee) "Unit(s)" means one (1) or more of the units in the Development.

(fff) "Very Low Income Household" means a household with an Adjusted Income that does not exceed fifty percent (50%) of Median Income, adjusted for Actual Household Size.

(ggg) "Very Low Income Rent" means a monthly Rent that does not exceed one-twelfth (1/12) of thirty percent (30%) of fifty percent (50%) of Median Income, adjusted for Assumed Household Size.

(hhh) "Very Low Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term Borrower shall cause thirteen (13) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households, six (6) of which are HOME-Assisted Units, one (1) of which is a Measure X-Assisted Unit, and six (6) of which are PLHA-Assisted Units.

(b) Very Low Income Units. During the Term Borrower shall cause fourteen (14) Units to be rented to and occupied by or, if vacant, available for occupancy by Very Low Income Households, thirteen (13) of which are Measure X-Assisted Units, and one (1) of which is a PLHA-Assisted Unit.

(c) Low Income Units. During the Term Borrower shall cause four (4) Units to be rented to and occupied by or, if vacant, available for occupancy by Low Income Households, all of which are Measure X-Assisted Units.

(d) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units must be of the bedroom size set forth in the following chart:

	Extremely Low Income Units	Very Low Income Units	Low Income Units
One-Bd. Units	4 (2 HOME-Assisted, 2 PLHA-Assisted)	4 (Measure X - Assisted Units)	0
Two-Bd. Units	5 (2 HOME-Assisted Units, 1 Measure X-Assisted Unit, 2 PLHA-Assisted Units)	4 (Measure X - Assisted Units)	0
Three-Bd. Units	4 (2 HOME-Assisted Units, 2 PLHA-Assisted Units)	6 5 Measure X-assisted Units, 1 PLHA-Assisted Unit)	4 (Measure X - Assisted Units)
Total	**13**	**14**	**4**

(e) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Construction Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Regulatory Agreement, repayment of the County Loan and the reconveyance of the Deed of Trust.

(f) HOME-Assisted Unit Compliance Deadline. Each HOME-Assisted Unit must be rented to and occupied by an Extremely Low Income Household pursuant to Section 2.1(a) above on or before the date that occurs eighteen (18) months after the Completion Date. If Borrower fails to comply with this requirement, Borrower shall repay a portion of the County Loan, with interest, in accordance with Section 2.8(c) of the Loan Agreement.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of the Extremely Low Income Units, may not exceed the Extremely Low Income Rent.

(b) Very Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of the Very Low Income Units may not exceed the Very Low Income

Rent.

(c) Low Income Rent. Subject to the provisions of Section 2.5 below, the Rent paid by Tenants of the Very Low Income Units may not exceed the Low Income Rent.

(d) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 HOME Term; Compliance with TCAC Requirements. Following expiration of the HOME Term: (i) the HOME-Assisted Units will no longer be restricted pursuant to the HOME Regulations but will continue to be restricted by the County as County-Assisted Units pursuant to this Agreement, and (ii) the HOME Regulations will no longer apply to the Development. After the HOME Term, and during the term of any regulatory agreement associated with the provision of low income housing tax credits by TCAC and recorded against the Property (the "TCAC Regulatory Agreement"), Borrower may use the occupancy standards, occupancy assumptions, income limits, and rent levels that are permitted by TCAC in the TCAC Regulatory Agreement, in place of such requirements imposed by this Regulatory Agreement.

2.4 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually, unless Borrower will be using the TCAC requirements referenced in Section 2.3, above. The method of calculation of utility allowances will be determined by mutual agreement of the County and Borrower, using one of the methodologies permitted by the HOME Regulations.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve, in its sole discretion, a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.5 Increased Income of Tenants.

(a) Increased Income above Extremely Low Income to at or below Very Low Income Limit. Subject to Section 2.4 above, if, upon the annual certification of the income of a Tenant of a County-Assisted Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for an Extremely Low Income Household, but not above the

qualifying income for a Very Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income above Very Low Income but below Low Income. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(b), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit and such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the Tenant. Upon the expiration of such Tenant's lease, Borrower shall:

(1) With 30 days' advance written notice, increase such Tenant's Rent to the lesser of (i) one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant, and (ii) the fair market rent (subject to 24 C.F.R. 92.252(i)(2) regarding low income housing tax credit requirements), and

(2) Rent the next available Unit to an Extremely Low Income Household, Very Low Income Household, or Low Income Household as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Very Low Income Household or Low Income Household, as applicable, as an Extremely Low Income Unit, a Very Low Income Unit or Low Income Unit, as applicable, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.5(c), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(d) Termination of Occupancy. Upon termination of occupancy of a County Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household

of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

ARTICLE 3
INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, HCD, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, HCD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 92.508. Such records are to include but are not limited to:

(i) Records providing a full description of the activities undertaken with the use of the County Loan funds;

(ii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6 (which implements 24 C.F.R. 92.251);

(iii) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;

(iv) Financial records as required by 24 C.F.R. 92.505, and 2 C.F.R. Part 200;

(v) Records demonstrating compliance with the HOME marketing, tenant selection, affordability, and income requirements;

(vi) Records demonstrating compliance with the PLHA Requirements;

(vii) Records demonstrating compliance with MBE/WBE requirements;

(viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible. Records required pursuant to the HOME Regulations are only required to be maintained during the HOME Term.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with PLHA Funds, HOME Funds, and Measure X Funds; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by TCAC, regulatory agreements associated with financing and subsidies provided by the City and HCD, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan; Technology Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this Regulatory Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws and 24 C.F.R. 92.351(a).

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Regulatory Agreement.

(3) If any HOME-Assisted Units have not been rented in accordance with Section 2.1 above on or before the date that is five (5) months after the Completion Date Borrower shall submit to the County a detailed report of ongoing marketing efforts, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(4) If any HOME-Assisted Units have not been rented to in accordance with Section 2.1 above on or before the date that is twelve (12) months after the Completion Date, Borrower shall submit to the County a detailed report of ongoing marketing efforts including use of the County's Coordinated Entry System, and if deemed appropriate by the County, any necessary amendments or updates to the Marketing Plan to cause the vacant HOME-Assisted Units to be rented in compliance with Section 2.1.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan"). Borrower's Tenant Selection Plan must, at a minimum, meet the requirements for tenant selection set out in 24 C.F.R. 92.253(d) and any modifications thereto.

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Regulatory Agreement.

(c) Technology Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written plan describing the broadband services at the Development (the

"Technology Plan"). Broadband means: cables, fiber optics, wiring, or other permanent (integral to the structure) infrastructure, including wireless infrastructure, that is capable of providing access to internet connections in individual housing units.

(2) Upon receipt of the Technology Plan, the County will promptly review the Technology Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Technology Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Technology Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Technology Plan until the Technology Plan is approved by the County. If the Borrower does not submit a revised Technology Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Regulatory Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. During the HOME Term, Borrower may not permit the lease to contain any provision that is prohibited by 24 C.F.R. Section 92.253(b) and any amendments thereto. During the HOME Term, Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this Regulatory Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Regulatory Agreement, or (ii) qualify as an Extremely Low Income Household, Very Low Income Household, or Low Income Household as applicable, as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Article 2 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marketing Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County Assisted Unit within the Development must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action, and during the HOME Term, must be in conformance with the requirements of 24 C.F.R. 92.253(c) and the Violence Against Women Reauthorization Act of 2013 ((Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs.

4.5 HOME Regulations.

(a) Borrower shall comply with all applicable laws and regulations governing the use of HOME Funds as set forth in 24 C.F.R. Part 92 during the HOME Term. In the event of any conflict between this Regulatory Agreement and applicable laws and regulations governing the use of the County Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the County Loan funds include (but are not limited to) the following as such may be amended from time to time:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(ii) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200 and 24 C.F.R. 92.505;

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Construction Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 92.353; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development;

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Construction Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(ix) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u and implementing Regulations at 24 C.F.R. 75 ("Section 3");

(A) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Borrower shall ensure:

a. that employment and training opportunities arising in connection with the Development are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

b. that contracts for work awarded in connection with the Development are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Development is located. Where feasible, priority for opportunities and training described

above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Development, and (ii) participants in YouthBuild programs.

(B) Borrower will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (1) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(C) Borrower shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the County to comply with the reporting requirements of 24 C.F.R. 75.25.

(D) Borrower shall require all contractors and subcontractors performing work on the Development to comply with the Section 3 requirements.

(x) Labor Standards. The labor requirements set forth in 24 C.F.R. 92.354; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(xi) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(xii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(xiii) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(xiv) Religious Organizations. If the Borrower is a religious organization, as defined by the HOME Regulations, the Borrower shall comply with all

conditions prescribed by HUD for the use of the HOME Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 92.257;

(xv) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113–4, 127 Stat. 54) applicable to HUD-funded programs;

(xvi)Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 92.356; and

(xvii) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the County Loan funds.

ARTICLE 5
PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative is required to reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved RA Management, LLC as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this Regulatory Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (x) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, (y) any other standards provided by the County, and (z) during the HOME Term, 24 C.F.R. Section 92.251 and the lead-based paint requirements in 24 C.F.R. part 35, (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards, immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of

construction of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6
MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development and/or Borrower, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this Regulatory Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner to Borrower as a limited partner. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement;

and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to The Related Companies of California, LLC or an affiliate and an assumption of the County Loan by such transferee at or prior to or following the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by The Related Companies of California, LLC or an affiliate at or prior to or following the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event a general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) an entity that is selected by the Investor Limited Partner and approved by the County, provided that if the removed general partner is the managing general partner, the replacement general partner must be a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above as applicable.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(g) of the Loan Agreement.

(h) The County hereby approves the assignment of the general partner interest in Borrower for security purposes pursuant to Borrower's Partnership Agreement and documents evidencing Approved Financing.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Regulatory Agreement or any Development Regulatory Document. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no

discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this Regulatory Agreement apply to the Property for the entire Term even if the County Loan is paid in full prior to the end of the Term. This Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Regulatory Agreement.

6.6 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Regulatory Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement.

6.7 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or

cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and no more than One Hundred Thousand Dollars ($100,000) for such failure.

6.8 Recording and Filing. The County and Borrower shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Regulatory Agreement extends to or affects any other provision of this Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director – Housing &
Community Improvement

Borrower: ECP Parcel A South Housing Partners, L.P.
c/o The Related Companies of California
44 Montgomery Street, Suite 1310
San Francisco, CA 94104
Attention: Ann Silverberg

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, Suite 5880
Los Angeles, CA 90071
Attn: Nicole Deddens, Esq

Investor Limited Partner: Wincopin Circle LLLP/FRE Enterprise Affordable Housing Fund I, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attention: Asset Management

With a copy to:
Email: lmanley@enterprisecommunity.com
Attn: Chief Legal Officer

With a copy to:
Kristen M. Cassetta, Esq.
Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, Massachusetts 02116

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property that extinguishes this Regulatory Agreement, this Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

[remainder of page intentionally left blank]

WHEREAS, this Regulatory Agreement has been entered into by the undersigned as of the date first written above.

Approved as to form:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

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

By: _____
John Kopchik
Director, Department of Conservation and Development

BORROWER:

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC, a California limited liability company, its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

By: El Cerrito Plaza MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By:_____
Name: Vasilios Salamandrakis
Its: 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 _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

Legal Description

The land situated in the City of El Cerrito, County of Contra Costa, State of California, and is described as follows:

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Deputy Director – Housing & Community Improvement

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

SUBORDINATION AND INTERCREDITOR AGREEMENT
(El Cerrito Plaza Parcel A South)

This Subordination and Intercreditor Agreement (the "Agreement") is dated November ___, 2025 and is among the County of Contra Costa, a political subdivision of the State of California (the "County"), the City of El Cerrito, a municipal corporation (the "City"), and ECP Parcel A South Housing Partners, L.P., a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement or in the County Loan Agreement.

B. The San Francisco Bay Area Rapid Transit District ("BART") owns that certain real property located at 515 Richmond Street in the City of El Cerrito, County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower is leasing the Property from BART for a term of 65 years pursuant to a ground lease dated as of November ____, 2025 (the "Ground Lease"), and thereby has a leasehold interest in the Property for the term of the Ground Lease (the "Leasehold Interest"). Borrower intends to construct seventy (70) housing units on the Property, sixty-nine (69) of which are for rental to extremely low, very low, and low income households, and one (1) manager's unit, and attendant site improvements (collectively, the "Improvements"). Together, (i) the Leasehold Interest, and (ii) Borrower's fee interest in the Improvements are the "Development."

C. The County has agreed to provide Borrower a loan in the amount of Eight Million Three Hundred Seventy-Six Thousand Four Hundred Twenty-Three Dollars ($8,376,423) (the "County Loan").

D. The County Loan is evidenced by the following documents: (i) a Development Loan Agreement between the County and Borrower of even date herewith (the "County Loan Agreement"), (ii) a promissory note executed by Borrower of even date herewith for the benefit of the County in the amount of the County Loan (the "County Note"), (iii) a Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among

Borrower, as trustor, Chicago Title Company, as trustee, and the County, as beneficiary, recorded against the Development concurrently herewith securing the County Loan (the "County Deed of Trust"), and (iv) a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower recorded against the Property concurrently herewith (the "County Regulatory Agreement"). The County Deed of Trust and the County Regulatory Agreement are collectively referred to as the "County Recorded Documents."

E. The City has agreed to provide a loan of Low and Moderate Income Housing Assets Funds and ProHousing Incentive Pilot Program funds to Borrower in the approximate amount of Nine Hundred Seventy Thousand Dollars ($970,000) (the "City LMIHF Loan").

F. The City LMIHF Loan is evidenced by the following documents (among others): (i) Predevelopment Loan Agreement dated March 6, 2024 as amended by the First Amendment to Predevelopment Loan Agreement dated October 14, 2024 between the City and Borrower (the "City LMIHF Loan Agreement"), (ii) a Deed of Trust and Security Agreement among Borrower, as trustor, Chicago Title Company, as trustee, and the City, as beneficiary, recorded against the Development concurrently herewith securing the City LMIHF Loan (the "City LMIHF Deed of Trust"), (iii) an amended and restated promissory note executed by Borrower on October 14, 2024 for the benefit of the City in the amount of the City LMIHF Loan (the "City LMIHF Note"), and (iv) a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the City and Borrower recorded against the Development concurrently herewith (the "City LMIHF Regulatory Agreement").

G. The City also intends to provide the Borrower the City AHSC HRI Loan and City IIG Loan, evidenced by a Deed of Trust and Security Agreement among Borrower, as trustor, Chicago Title Company, as trustee, and the City, as beneficiary, recorded against the Development concurrently herewith securing the City AHSC HRI Loan and the City IIG Loan (the "City AHSC/IIG Deed of Trust"). The City LMIHF Deed of Trust, the City LMIHF Regulatory Agreement, and the City AHSC/IIG Deed of Trust are collectively referred to as the "City Recorded Documents."

H. The City and the County desire to (i) subordinate the City Recorded Documents to the County Recorded Documents, and (iii) divide the Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

(a) "Annual City LMIHF Loan Payment" has the meaning in Section 2(b).

(b) "Annual County Loan Payment" has the meaning in Section 2(a).

(c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

i. ground rent payments in the amount set forth in the Ground Lease;

ii. property taxes and assessments imposed on the Development;

iii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Loan;

iv. on-site service provider fees for tenant social services, provided the County and City have approved, in writing, the plan and budget for such services before such services begin;

v. fees paid to the Issuer;

vi. payment to HCD of a portion of the accrued interest on the HCD AHSC Loan pursuant to California Code of Regulations, Title 25, Section 7308;

vii. property management fees and reimbursements, on–site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the City;

viii. the Partnership Management/Asset Fee;

ix. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership Management/Asset Fee;

x. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

xi. utility services not paid for directly by tenants, including water, sewer, and trash collection;

xii. maintenance and repair expenses and services;

xiii. any annual license or certificate of occupancy fees required for operation of the Development;

xiv. security services;

xv. advertising and marketing;

xvi. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.2(a) of the County Loan Agreement;

xvii. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.2(b) of the County Loan Agreement (excluding amounts deposited

to initially capitalize the account);

xviii. extraordinary operating costs specifically approved in writing by the County and the City; and

xix. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the City and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County and the City for the purpose of financing the acquisition of the Leasehold Interest and construction of the Improvements in addition to the County Loan and the City LMIHF Loan:

i. Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series A in the approximate amount of Thirty-Five Million Seven-Hundred Thousand Dollars ($35,700,000) issued by the County of Contra Costa, California (the "Issuer") that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Tax-Exempt Construction Loan") which will convert to a permanent loan in the approximate amount of _____ Dollars ($_____) (the "Permanent Loan");

ii. Multifamily Housing Revenue Bonds (El Cerrito Plaza – Parcel A South), 2025 Series B (Federally Taxable) in the approximate amount of _____ Dollars ($_____) issued by the Issuer that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Taxable Construction Loan");

iii. Infill Infrastructure Grant Catalyst funds from HCD in the amount of Six Million Three Hundred Thousand Dollars ($6,300,000) to be loaned by the City to Borrower (the "City IIG Loan");

iv. Affordable Housing Sustainable Communities HRI and Program grant funds from HCD in the amount of Three Million Six Hundred Eighty-Six Thousand Five Hundred Seven Dollars ($3,686,507), to be loaned by the City to Borrower (the "City AHSC HRI Loan");

v. Loan from the Bay Area Housing Finance Authority in the amount of Two Million Four Hundred Thousand Dollars ($2,400,000) (the "BAHFA Loan");

vi. permanent loan of Affordable Housing Sustainable Communities AHD funds from HCD in the amount of Twenty-one Million One Hundred Forty-Eight Thousand Five Hundred Seventy Dollars ($21,148,570) (the "HCD AHSC Loan");

vii. Low Income Housing Tax Credit investor equity funds in the approximate amount of _____Dollars ($_____) provided by the Investor Limited Partner (the "Tax Credit Investor Equity"); and

viii. capital contribution from Borrower's general partner in the approximate amount One Hundred Dollars ($100) (the "GP Capital Contribution").

(e) "Available Net Proceeds" means the result obtained by multiplying the Net Proceeds of Permanent Financing by 0.75.

(f) "BAHFA Loan" has the meaning set forth in Section 1.1(d)(v).

(g) "Bank" means JPMorgan Chase Bank, N.A., and its successors and assigns.

(h) "BART" has the meaning set forth in Paragraph B of the Recitals.

(i) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(j) "City" has the meaning set forth in the first paragraph of this Agreement.

(k) "City Additional Prorata Share" means the result obtained by dividing the City LMIHF Loan by the sum of the County Loan and the City LMIHF Loan, to the extent all such funds are disbursed.

(l) "City AHSC/IIG Deed of Trust" has the meaning set forth in Paragraph G of the Recitals.

(m) "City AHSC HRI Loan" has the meaning set forth in Section 1(d)(iv).

(n) "City IIG Loan" has the meaning set forth in Section 1(d)(iii).

(o) "City LMIHF Deed of Trust" has the meaning set forth in Paragraph F of the Recitals.

(p) "City LMIHF Loan" has the meaning set forth in Paragraph E of the Recitals.

(q) "City LMIHF Loan Agreement" has the meaning set forth in Paragraph F of the Recitals.

(r) "City LMIHF Note" has the meaning set forth in Paragraph F of the Recitals.

(s) "City Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the City LMIHF Loan minus any Special City LMIHF Loan Repayment, by the sum of (i) the County Loan minus any Special County Loan Repayment, (ii) the City LMIHF Loan minus any Special City LMIHF Loan Repayment, (iii) the HCD AHSC Loan, and (iv) solely for the purposes of calculating the percentage attributable to HCD, and not for purposes of

repayment, the City AHSC HRI Loan and the City IIG Loan, to the extent all such funds are disbursed.

(t) "City Recorded Documents" has the meaning set forth in Paragraph G of the Recitals.

(u) "City LMIHF Regulatory Agreement Documents" has the meaning set forth in Paragraph F of the Recitals.

(v) "County" has the meaning set forth in the first paragraph of this Agreement.

(w) "County Additional Prorata Share" means the result obtained by dividing County Loan by the sum of the County Loan and the City LMIHF Loan, to the extent all such funds are disbursed.

(x) "County Loan" has the meaning set forth in Paragraph C of the Recitals.

(y) "County Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.

(z) "County Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the County Loan minus any Special County Loan Repayment, by the sum of (i) the County Loan minus any Special County Loan Repayment, (ii) the City LMIHF Loan minus any Special City LMIHF Loan Repayment, (iii) the HCD AHSC Loan, and (iv) solely for the purposes of calculating the percentage attributable to HCD, and not for purposes of repayment, the City AHSC HRI Loan and the City IIG Loan, to the extent all such funds are disbursed.

(aa) "County Note" has the meaning set forth in Paragraph D of the Recitals.

(bb) "County Recorded Documents" has the meaning set forth in Paragraph D of the Recitals.

(cc) "County Regulatory Agreement" has the meaning set forth in Paragraph D of the Recitals.

(dd) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(ee) "Development" has the meaning set forth in Paragraph B of the Recitals.

(ff) "Fifteen Year Compliance Period" means the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(gg) "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that (1) Borrower submits to the California Tax Credit Allocation Committee, and (2) has been prepared using generally accepted

accounting standards in effect in the United States of America from time to time, consistently applied.

(hh) "Final Development Cost" means the total of the cost of acquisition and construction of the Development as shown on the Final Cost Certification.

(ii) "GP Capital Contribution" has the meaning set forth in Section 1.1(d)(viii).

(jj) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

i. all rents, fees and charges paid by tenants;

ii. Section 8 payments and other rental or operating subsidy payments received for the dwelling units;

iii. deposits forfeited by tenants;

iv. all cancellation fees;

v. price index adjustments and any other rental adjustments to leases or rental agreements;

vi. net proceeds from vending and laundry room machines;

vii. the proceeds of business interruption or similar insurance not paid to senior lenders;

viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and

ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(kk) "Ground Lease" has the meaning set forth in Paragraph B of the Recitals.

(ll) "HCD" means the California Department of Housing and Community Development.

(mm) "HCD AHSC Loan" has the meaning set forth in Section 1.1(d)(vi).

(nn) "Improvements" has the meaning set forth in Paragraph B of the Recitals.

(oo) "Investor Limited Partner" means Wincopin Circle LLLP, a Maryland limited liability limited partnership, FRE Enterprise Affordable Housing Fund I, LLLP, a Maryland limited liability limited partnership, and their permitted successors and assigns.

(pp) "Leasehold Interest" has the meaning set forth in Paragraph B of the Recitals.

(qq) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(rr) "Local Lenders'" means the City and the County.

(ss) "Local Lenders' Share of Residual Receipts" means twenty-five percent (25%) of Residual Receipts.

(tt) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.

(uu) "Parties" means the City, the County, and Borrower.

(vv) "Partnership Agreement" means the agreement between Borrower's general partners and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.

(ww) "Partnership Management/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner of Borrower during the Fifteen Year Compliance Period, and (ii) after the expiration of the Fifteen Year Compliance Period asset management fees payable to the partners of Borrower, in the amounts approved by the County as set forth in Section 3.19 of the County Loan Agreement.

(xx) "Permanent Conversion" means the date the Tax-Exempt Construction Loan converts to the Permanent Loan.

(yy) "Permanent Financing" means the sum of the following amounts: (i) the County Loan; (ii) the City LMIHF Loan; (iii) the HCD AHSC Loan; (iv) the Permanent Loan; (v) the City IIG Loan; (vi) the City AHSC HRI Loan; (vii) the BAHFA Loan; (vii) the Tax Credit Investor Equity; and (viii) the GP Capital Contribution.

(zz) "Permanent Loan" has the meaning set forth in Section 1.1(d)(i).

(aaa) "Property" has the meaning set forth in Paragraph B of the Recitals.

(bbb) "Residual Receipts" means for each calendar year, the amount by which

Gross Revenue exceeds Annual Operating Expenses.

(a) "Special City LMIHF Loan Payment" has the meaning in Section 3(b).

(b) "Special County Loan Payment" has the meaning set forth in Section 3(a).

(c) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(d) "Taxable Construction Loan" has the meaning set forth in Section 1.1(d)(ii).

(e) "Tax-Exempt Construction Loan" has the meaning set forth in Section 1.1(d)(i).

(f) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(d)(vii).

(g) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

2. Annual Payments to County and City.

(a) County Loan.

i. Commencing on May 1, 2028, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County in an amount equal to the sum of (1) the County Prorata Percentage of the Lenders' Share of Residual Receipts, and (2) the result obtained by multiplying the County Additional Prorata Share by the Local Lenders' Share of Residual Receipts (each such payment, an "Annual County Loan Payment"). The County shall apply all Annual County Loan Payments to the County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the County Loan pursuant to the terms of the County Loan Agreement and the County Note. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note if such amendment or waiver could reasonably be deemed to materially adversely affect the City, without the City's prior written approval, which the City may withhold in its sole discretion.

(b) City LMIHF Loan.

i. Commencing on May 1, 2028, and on May 1 of each year thereafter during the Term, Borrower shall make a loan payment to the City in an amount equal

to the sum of (1) the City Prorata Percentage of the Lenders' Share of Residual Receipts, and (2) the result obtained by multiplying the City Additional Prorata Share by the Local Lenders' Share of Residual Receipts (each such payment, an "Annual City LMIHF Loan Payment"). The City shall apply all Annual City LMIHF Loan Payments to the City LMIHF Loan as follows: (1) first, to accrued interest, and (2) second, to principal for the City LMIHF Loan.

ii. Borrower shall repay the City LMIHF Loan pursuant to the terms of the City LMIHF Loan Agreement and the City LMIHF Note. In the event of any conflict between the repayment terms of the City LMIHF Loan Agreement, and this Agreement, the provisions of this Agreement apply. The City may not consent to any amendment or waiver of the terms of the City LMIHF Loan Agreement or the City LMIHF Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Special Repayment from Net Proceeds of Permanent Financing.

(a) To the extent consistent with the regulations applicable to the HCD AHSC Loan, no later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the County as a special repayment of the County Loan, an amount equal to the result obtained by multiplying the County Additional Prorata Percentage by the Available Net Proceeds (the "Special County Loan Payment").

(b) To the extent consistent with the regulations applicable to the HCD AHSC Loan, no later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, Borrower shall pay to the City as a special repayment of the City LMIHF Loan, an amount equal to the result obtained by multiplying the City Additional Prorata Percentage by the Available Net Proceeds (the "Special City LMIHF Loan Payment").

(c) No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County and the City a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County and the City shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Borrower's determination is disapproved by the County or the City, Borrower shall re-submit documentation to the County and the City until approval of the County and the City is obtained.

4. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual City LMIHF Loan Payment, Borrower shall furnish to the City and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2027 and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts and Local Lenders' Portion of Residual Receipts is accurate based on Gross Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the City to substantiate Borrower's calculation of Lenders' Share of Residual Receipts and Local Lenders' Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 7 below, or elsewhere with the written consent of the County and the City, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the City, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the City at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and City Audits.

i. The receipt by the County or the City of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the City of any loan repayment for any period does not bind the County or the City as to the correctness of such statement or such payment. The County or the City or any designated agent or employee of the County or the City is entitled at any time to audit the Residual Receipts and all books, records, and accounts pertaining thereto. The County and/or the City may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the City, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the City, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) $2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the City.

5. Subordination.

(a) The County Recorded Documents will unconditionally be and at all times remain a lien or charge on the Property prior and superior to the City Recorded Documents.

(b) The City intentionally and unconditionally subordinates all of its rights, titles and interests in and to the Property that result from the City Recorded Documents, to the lien or charge of the County Recorded Documents upon the Property and understands that in reliance upon, and in consideration of, this subordination, specific loan modifications are being and will be made by the County and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

6. Notice of Default. The County and the City shall each notify the other promptly upon declaring a default or learning of the occurrence of any material event of default, or any event which with the lapse of time would become a material event of default, under its respective loan documents for the City LMIHF Loan, the City AHSC HRI Loan, the City IIG Loan, and the County Loan.

7. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

City:	City of El Cerrito 10890 San Pablo Avenue El Cerrito, CA 94530 Attn: City Manager
County:	County of Contra Costa Department of Conservation and Development 30 Muir Road Martinez, California 94553 Attention: Deputy Director – Housing & Community Improvement
Borrower:	ECP Parcel A South Housing Partners, L.P. c/o The Related Companies of California 44 Montgomery Street, Suite 1310

San Francisco, CA 94104
Attention: Ann Silverberg

Bocarsly Emden Cowan Esmail & Arndt LLP
633 W. 5th Street, Suite 5880
Los Angeles, CA 90071
Attn: Nicole Deddens, Esq

Investor Limited Partner: Wincopin Circle LLLP/FRE Enterprise Affordable Housing Fund I, LLLP
c/o Enterprise Community Asset Management, Inc.
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, Maryland 21044
Attention: Asset Management

With a copy to:
Email: lmanley@enterprisecommunity.com
Attn: Chief Legal Officer

Kristen M. Cassetta, Esq.
Holland & Knight LLP
10 St. James Avenue, 12th Floor
Boston, Massachusetts 02116

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

8. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

9. California Law. This Agreement is governed by the laws of the State of California.

10. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subordination of the City Recorded Documents to the lien or charge of the County Recorded Documents and the division of the Lenders' Share of Residual Receipts, and Local Lenders' Share of Residual Receipts between the City and the County.

12. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

13. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

BORROWER:

ECP PARCEL A SOUTH HOUSING PARTNERS, L.P.
a California limited partnership

By: Related/ECP Parcel A South Development Co., LLC, a California limited liability company, its Administrative General Partner

By: _____
Name: Ann Silverberg
Its: President and Secretary

By: El Cerrito Plaza MGP, LLC,
a California limited liability company,
its Managing General Partner

By: Affordable Housing Access, Inc.,
a California nonprofit public benefit corporation,
its sole member and manager

By:_____
Name: Vasilios Salamandrakis
Its: President

Signatures continue on following page

APPROVED AS TO FORM:

THOMAS L. GEIGER
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

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

By: _____
John Kopchik
Director, Department of Conservation and Development

APPROVED AS TO FORM:

Goldfarb & Lipman LLP,
Special Counsel to the City

By:_____

CITY:

CITY OF EL CERRITO, a California municipal corporation

By: _____
Karen Pinkos, City Manager

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Contra Costa, City of El Cerrito, State of California, and is described as follows:

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4621 **Agenda Date:** 11/4/2025 **Agenda #:** C.24.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Report on Fiscal Year 2025/26 Budgets for the Congestion Management Agency and the Regional Transportation Planning Committees

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE the Fiscal Year (FY) 2025/26 budget for the Congestion Management Agency (CMA), a function performed by the Contra Costa Transportation Authority (Authority) and APPROVE FY 2025/26 County contributions of $699,510 to the CMA and $123,463 to the Regional Transportation Planning Committees that assist with implementing Measure J (2004), as required by prior agreements.

FISCAL IMPACT:
No impact to the General Fund. The County contributions to the Congestion Management Agency and the Regional Transportation Planning Committees are accounted for and funded from the annual operating budgets approved by the Board of Supervisors for the Public Works Department and the Department of Conservation and Development, using gas tax and Measure J Return-to-Source revenue.

BACKGROUND:
The agreement that created Contra Costa County's Congestion Management Agency (CMA) requires referral of its budget to member jurisdictions. The Regional Transportation Planning Committees (RTPCs) were established by the County and the cities to facilitate cooperative multi-jurisdictional transportation planning in the four subregions of the County, pursuant to the Measure J Transportation Improvement and Growth Management Program. Some RTPCs require member jurisdictions to review their proposed annual budgets. The Board of Supervisors takes this action annually.

This Board Order also recommends approval of the budgeted financial contribution from Contra Costa County to the CMA and the RTPCs for FY 2025/26, as required by agreements creating these entities.

Exhibit "A" compares the FY 2025/26 CMA and RTPC budgets and the proposed County contribution to these entities to prior years. The sub-headings below explain the budgets for each Agency/Committee in further detail.

Contra Costa Transportation Authority (Authority)

The Authority was created in 1988 to manage funds generated by a special half-cent transportation sales tax ("Measure C"), which was approved by voters to fund local transportation projects. The Authority also administers the related voter-approved growth management program requirements. Measure J extended this sales tax and growth management program to 2034. In 1992, the County and local cities entered into a Joint Powers Agreement to designate the Authority as the County's CMA, pursuant to Proposition 111 (1990). Although California law no longer requires each county to have a designated CMA, the local jurisdictions have continued to support the CMA to facilitate the receipt and expenditure of state and federal transportation funds administered by the Metropolitan Transportation Commission (MTC).

Contra Costa County's annual contribution to the CMA is based on two components: 1) the formula [population and road miles] used by the State to distribute Proposition 111 gas tax revenue to cities and counties, and 2) the amount of state and federal revenue received by the Authority to fund CMA functions. The Authority primarily uses federal (Surface Transportation Program, Congestion Mitigation and Air Quality) and state (State Transportation Planning, Programming, and Monitoring Program) revenues to fund CMA activities. However, if these revenues are insufficient, member agencies contribute the balance based on the aforementioned formula. As noted in the attached spreadsheet, local contributions are estimates due to the inability to accurately project fluctuating federal and state revenues.

For FY 2025/26, the Authority's overall budget is $203,172,894. The County contribution is $699,510, a $404,609 increase from the previous fiscal year's $294,901 contribution (approximately a 137% increase). County staff as well as staff from cities who expressed similar concerns with the local contribution increase met with CCTA staff in May 2025 to discuss the issue and potential solutions. At that time the proposed increase was even larger. CCTA staff were receptive to staff concerns and explained the increase was due to one-time or periodic expenses (e.g., Countywide Transportation Plan update, Countywide Emergency Evacuation Study) and that local contributions would go down in the future. CCTA was also able to reduce the requested contribution from the County and Cities. County staff will monitor the development of the next CMA budget and identify if next year's local contribution amount is more typical with prior amounts.

The CMA budget was approved by the Public Managers Association in May 2025, and the CCTA Board in June 2025. The highlights of the Planning/CMA budget include:

- Salaries and benefits of $1.2 million
- $1 million for CMA Support and the CTP Update
- $480,000 for Big Data Subscription
- $850,000 for the Countywide Emergency Evacuation Study
- $500,000 for the San Pablo Ave Multimodal Phase 3 project

Southwest Area Transportation (SWAT) Committee

SWAT is the RTPC established for the jurisdictions within the San Ramon Valley and the Lamorinda area (County, Lafayette, Orinda, Moraga, Danville, San Ramon). Administrative support, currently provided by contracting with the City of San Ramon, consists of compiling and distributing agendas, staff support at Committee meetings, providing summaries of each meeting, and coordinating the SWAT Technical Advisory Committee. SWAT is funded by equal contributions from the six participating jurisdictions. At the beginning of each billing period, which mirrors the fiscal year, SWAT provides an estimated annual budget and member jurisdiction dues.

However, SWAT is unique among the RTPCs in that the jurisdictions are billed the actual annual member dues at the end of the billing period for the prior fiscal year. For FY 2024/25, the actual SWAT budget was $29,359.50. The actual County contribution to SWAT for FY 2023/24 is $4,893.25.

For FY 2025/26, the proposed SWAT budget and the County contribution will be $48,735 and $8,123, respectively. The proposed budget is comprised of $38,735 for SWAT administrative services and $10,000 for SWAT website maintenance.

Transportation Partnership and Cooperation (TRANSPAC) Committee

TRANSPAC is the RTPC established for the jurisdictions in North-Central Contra Costa (County, Martinez, Concord, Clayton, Pleasant Hill, Walnut Creek, County Connection, BART). The Managing Director and support staff, who are contracted by TRANSPAC, provide administrative support. For FY 2025/26, the TRANSPAC budget is $425,500. This budget amount includes $349,000 for administrative costs, a $41,500 project reserve set aside for the future "I-680/Monument Boulevard Bicycle and Pedestrian Improvement Feasibility Study", and a $35,000 contingency. Half of the annual total member jurisdiction dues to TRANSPAC are apportioned equally to the six participating jurisdictions, while the other half is apportioned based on the jurisdictions' share of population and road mileage in the TRANSPAC area. For FY 2025/26, the County member contribution is $53,034.

Transportation Planning Committee for East Contra Costa County (TRANSPLAN)

TRANSPLAN Committee is the RTPC established for jurisdictions in Eastern Contra Costa (County, Pittsburg, Antioch, Oakley, Brentwood, Tri Delta Transit, BART). The Department of Conservation and Development provides administrative support to the TRANSPLAN Committee, pursuant to a Joint Powers Agreement (JPA) (1991) that funds staff time and materials. The budget provides for administrative support to the TRANSPLAN Committee and its technical advisory committee, staff support to represent the Committee before other entities, and the ability to carry out the decisions of the Committee. The budget is funded by equal contributions from the five participating municipalities. The total FY 2025/26 TRANSPLAN budget is $35,103.70. When a FY 2024/25 budget surplus of $15,723.20 is applied to the FY 2025/26 TRANSPLAN budget, the result is a net total budget of $24,430.50. The County contribution is $4,886.10.

Tri-Valley Transportation Council (TVTC)

TVTC, consisting of Contra Costa County and Alameda County jurisdictions in the Tri-Valley area (Alameda and Contra Costa counties, Danville, San Ramon, Dublin, Livermore, Pleasanton), adopted a Joint Exercise of Powers (JEPA) agreement in 2013, formally establishing it as an independent entity. Responsibility for administrative support rotates every two years among the participating jurisdictions. The TVTC budget for FY 2025/26 is $85,700. Budget revenues are generated from an average annual 1% "set aside" of the subregional transportation development impact fees and cover the agency's normal operating expenditures. Thus, the County does not contribute to TVTC.

West Contra Costa Transportation Advisory Committee (WCCTAC)

WCCTAC is the RTPC established for jurisdictions and transit agencies in Western Contra Costa (County, Hercules, Pinole, San Pablo, Richmond, El Cerrito, WestCAT, AC Transit, BART). WCCTAC has its own dedicated staff, headed by an executive director. WCCTAC's full budget consists of the budget for WCCTAC

Operations (Advisory Committee), WCCTAC Traffic Demand Management (TDM), WCCTAC Sub-regional Transportation Mitigation Program (STMP), and "Other Reimbursable (Special Projects)". The FY 2025/26 full budget for WCCTAC is $10,805,101.

Member jurisdiction dues support WCCTAC Operations. WCCTAC consists of nine member agencies, each with one seat/vote, except the City of Richmond, which has three, for eleven total seats/votes. The member jurisdiction dues are determined by dividing the WCCTAC Operations budget (after deductions from other funding sources) by the number of seats held; therefore, the County pays one-eleventh (9.1%) of WCCTAC's Operations budget. The FY 2025/26 Operations budget for WCCTAC is $631,620 after deducting $33,000 of Measure J (20b and 21b) funds, total member contributions are $617,060 and the County member contribution is $57,420.

CONSEQUENCE OF NEGATIVE ACTION:
If not accepted, County staff will have no direction on how to fulfill fiscal and policy obligations relative to funding the Congestion Management Agency and the Regional Transportation Planning Committees.

Exhibit A

Agency/Committee	Budget										
	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Contra Costa Transportation Authority (Total Budget)	$253,753,595	$209,939,317	$184,508,140	$243,858,989	$240,621,444	$205,223,483	$174,388,333	$178,410,527	$217,737,959	$210,622,039	$203,172,894
Contra Costa Transportation Authority (CMA Budget)	$7,357,983	$5,014,681	$3,460,131	$3,596,517	$3,350,767	$3,607,773	$5,216,899	$6,813,668	$8,542,918	$7,393,028	$7,021,543
Southwest Area Transportation Committee (SWAT)	$34,250	$32,500	$24,375	$30,875	$33,700	$33,700	$42,330	$33,700	$48,735	$48,735	$48,735[A]
TRANSPAC (Central County)	$204,222	$204,222	$449,956	$473,733	$503,556	$406,500	$343,500	$345,500	$375,000	$407,500	$425,500
TRANSPLAN (East County)	$35,945	$34,546	$23,000	$31,000	$28,285	$54,043	$34,822	$6,840	$29,094	$16,075	$24,431
Tri-Valley Transportation Council (TVTC)	$117,603	$98,233	$55,500	$161,000	$166,000	$256,440	$159,010	$60,200	$76,200	$80,700	$85,700
West Contra Costa Transportation Advisory Committee (WCCTAC)	$2,659,143	$4,705,907	$4,002,460	$6,242,704	$5,011,796	$4,662,624	$8,448,556	$8,604,654	$8,260,422	$13,032,446	$10,805,101
Grand Total[B]	**$256,804,758**	**$215,014,725**	**$189,063,431**	**$250,798,301**	**$246,364,781**	**$210,636,790**	**$183,416,551**	**$187,461,421**	**$226,576,145**	**$224,207,495**	**$214,562,361**

Agency/Committee	County Contribution										
	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26
Contra Costa Transportation Authority (CMA Budget)	$101,715	$188,652	$193,431	$182,532	$196,249	$96,573	$144,576	$217,298	$139,823	$294,901[C]	$699,510
Southwest Area Transportation Committee (SWAT)	$5,708	$5,417	$4,063	$5,146	$5,617	$5,617	$7,055	$5,617	$8,123	$8,123	$8,123[A]
TRANSPAC (Central County)	$31,867	$31,867	$35,196	$34,503	$34,539	$32,245	$37,822	$42,884	$46,588	$48,341	$53,034
TRANSPLAN (East County)	$7,189	$6,909	$2,495	$6,200	$5,263	$10,809	$2,310	$1,368	$5,819	$3,215	$4,886
Tri-Valley Transportation Council (TVTC)[F]	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
West Contra Costa Transportation Advisory Committee (WCCTAC)	$36,675	$39,675	$42,772	$47,049	$48,930	$48,930	$49,644	$51,889	$54,494	$55,911	$57,420
Grand Total	**$183,154**	**$272,520**	**$277,956**	**$275,430**	**$290,598**	**$194,174**	**$241,407**	**$319,056**	**$254,847**	**$410,491**	**$822,973**

[A] FY 2025/26 SWAT budget and County contribution are estimates and subject to change. Jursidictions are charged actual costs, which are identified at the end of the fiscal year.

[B] The calculation for the Grand Total does not include the Contra Costa Transportation Authority CMA Budget figure. It is already included in the CCTA Total Budget.

[C] County contribution to the Contra Costa Transportation Authority CMA Budget is an estimate and subject to change due to fluctuating federal and state revenue that offset local contributions.

Exhibit A

[D] SWAT member agencies were not billed in FY 2014/15.

[E] TRANSPLAN had a sufficient carryover balance from FY 2013/14 to cover the FY 2014/15 budget.

[F] No County contributions. TVTC budget is covered by a 1% administration set-aside in the sub-regional fee program.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4622 **Agenda Date:** 11/4/2025 **Agenda #:** C.25.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Allocation of $40,000 from the Livable Communities Trust (District II portion) related to the San Ramon Valley Street Smarts Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a memorandum of understanding with the City of San Ramon, to pay the city $20,000 as the County's share for participating in the San Ramon Valley Street Smarts Program (Program) during the period from July 1, 2025, through June 30, 2026, San Ramon area, as recommended by Supervisor Andersen.

2. AUTHORIZE the Director of Conservation and Development, or designee, to allocate $40,000 from District II's portion of Livable Communities Trust Fund monies, to be transferred and held by the Public Works Department and used to pay the County's share of the costs to participate in the Program during the period July 1, 2025 through June 30, 2027 ($20,000 in FY 2025/26; and $20,000 in FY2026/27, subject to a future Board approval of a Program memorandum of understanding for FY 2026/27).

FISCAL IMPACT:
No General Fund monies are involved. This action allocates $40,000 from the District II portion of Livable Communities Trust Fund (Fund) monies. The current balance in the District II portion of the Fund is $1,473,888.92 (prior to the allocation).

BACKGROUND:
Livable Communities Trust Fund
The Livable Communities Trust Fund is a Special Revenue Mitigation Fund that was established by the Board of Supervisors on November 15, 2005, following the approval of the Camino Tassajara Combined General Plan Amendment Project, also known as the Alamo Creek and Intervening Property residential projects, and was required as a condition of approval. The Fund was established to implement the County's Smart Growth Action Plan. The residential developers pay an $8,000 per unit fee (excluding the affordable housing portions of the projects) into the Fund. The Department of Conservation and Development administers the Fund. On December 3, 2013, the Board of Supervisors determined that revenue from the Fund should be spent equally among supervisorial districts. At complete build-out, deposits to the Fund will total $8,448,000. As of September 22, 2025, the account has collected $8,376,000 in revenue fees, and $1,693,310 in accrued interest with $3,475,811 remaining in uncommitted funds. The approved expenditures to date are attached.

San Ramon Valley Street Smarts Program

The County Public Works Department (PWD) is requesting $40,000 of District II Livable Communities Trust funds to continue participation in the San Ramon Valley Street Smarts Program ("Program"). The Program is a collaborative effort among the County, the City of San Ramon, the Town of Danville, the San Ramon Valley Unified School District, and San Ramon Valley Fire Protection District to support traffic, bicyclist, and pedestrian safety for children attending schools within the San Ramon Valley Unified School District.

The Program supports goal/outcome five of the Smart Growth Action Plan to help fund transit and other transportation improvements that foster smart growth principles. The County has participated in the Program since 2004 by funding a share of the costs to implement the Program under a memorandum of understanding with the City of San Ramon, which acts as the lead administrator of the Program. In Fiscal Year (FY) 2025/26, the City of San Ramon will administer the program, and requests that the County contribute a total of $10,000 for program support and $10,000 for administrative support services. This action also allocates $20,000 for the County's share of Street Smarts Program costs in FY 2026/27. All funds will be allocated from District II's portion of Livable Communities Trust Fund monies. The use of funds in FY 2026/27 will require the Board to approve a FY 2026/27 MOU in the future. The attached MOU covers Fiscal Year 2025/26 only.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve this item, the County would not participate in the Street Smarts Program in FY 2025/26, and funds would not be allocated to pay the County's share for participating in the Program in both FY 2025/26 and FY 2026/27.

Attachments:
2025/26 Street Smarts Program MOU
Livable Communities Trust Project List

Liveable Communities Trust Fund
List of Projects

Project No.	Board Date	Grant Recipient	Project	Smart Growth Action Plan Goal	District I	District II	District III	District IV	District V	Total Expenditures	Remaining Balance	Rate of Expenditure
					$ 1,834,549	$ 489,973	$ 450,000	$ 1,753,977	$ 1,815,000	$ 3,746,032.47	$ 2,597,466.17	59%
2025-02	10/7/2025	PWD	La Serena/Iron Horse Crosswalk Beacon	Fund transit & transportation imp.	$ -	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000.00	0%
2025-01	4/1/2025	Town of Moraga	Crosswalk Enhancement Projec	Fund transit & transportation imp.	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000.00	$ -	100%
2024-15	12/17/2025	STS Academy	Afterschool Tutorial	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-14	12/17/2025	Open Opportunities Inc.	Trades and Job Training for Carre Readiness	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ 21,751.28	$ 78,248.72	21.75%
2024-13	11/5/2024	Martinez Unified School District	Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-12	11/5/2024	John Swett Unified School District	Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-11	11/5/2024	Pittsburg Unified School District	Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-10	11/5/2024	Antioch Unified School District	Antioch High School - Academic & Social Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-09	11/5/2024	Pittsburg High School	Marching Band Equipment & Uniforms	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000	0%
2024-08	11/5/2024	Pittsburg Youth Development Center, Inc.	Outreach Development & Recreational Activities	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ 37,210.95	$ 62,789.05	37.21%
2024-07	11/5/2024	Meals on Wheels Diablo Region	Meals on Wheels	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%

Liveable Communities Trust Fund
List of Projects

2024-06	11/5/2024	Food Bank of Contra Costa & Solano	Collaborative Food Distribution Program	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-05	11/5/2024	Los Medanos College Foundation	Community Facility Fees Support	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000	0%
2024-04	11/5/2024	Los Medanos College Foundation	Veterans Student Support Services	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ -	$ 50,000	0%
2024-03	11/5/2024	Los Medanos College Foundation	LMC Child Development Center/Adult Learner Asst.	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ -	$ 100,000	0%
2024-02	11/5/2024	Los Medanos College Foundation	Technology Upgrades, Classroom & Laboratory Imp.	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 200,000	$ -	$ 200,000	0%
2024-01	8/6/2024	PWD	Montalvin Manor Park	Innovative land use planning for mixed use projects	$ 68,000	$ -	$ -	$ -	$ -	$ -	$ 68,000	0%
2023-04	11/28/2023	PWD	SRV - Street Smarts 7/1/23-6/30/25	Fund transit & transportation imp.	$ -	$ 40,000	$ -	$ -	$ -	$ -	$ 40,000	0%
2023-03	10/3/2023	PWD	La Serena Ave Intersection Study	Fund transit & transportation imp.	$ -	$ 5,515	$ -	$ -	$ -	$ 5,498.14	$ 16.86	99.69%
2023-02	6/27/2023	Danville Area Chamber of Commerce	Women's Enterprise Initiative	Economic revitalization in urban infill communities	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2023-01	2/7/2023	YES Nature to Neighborhoods	YES Nature to Neighborhoods Non-Construction Design	Economic revitalization in urban infill communities	$ 150,000	$ -	$ -	$ -	$ -	$ 150,000	$ -	100%
2022-13	11/1/2022	CCTA	Northern Waterfront Ferry	Fund transit & transportation imp.	$ -	$ -	$ -	$ -	$ 40,000	$ 40,000	$ -	100%
2022-12	10/11/2022	PWD	Pedestrian Signage - Blackhawk Rd	Fund transit & transportation imp.	$ -	$ 6,000	$ -	$ -	$ -	$ 6,000	$ -	100%
2022-10	10/4/2022	Choice in Aging	Aging in Place Campus	Construct or renovate affordable housing	$ -	$ -	$ -	$ 490,590	$ -	$ 302,514.46	$ 188,075.54	62%

Liveable Communities Trust Fund
List of Projects

2022-09	9/20/2022	Monument Crisis Center	Family Resource Center	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 150,000	$ 100,000	60%
2022-08	6/21/2022	City of Orinda	Orinda Park Master Plan - Conceptual Design Update	Innovative land use planning for mixed use projects	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	0%
2022-07	6/21/2022	The Lafayette Park Trust	Lafayette Theater Project	Innovative land use planning for mixed use projects	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000	$ -	100%
2022-06	6/21/2022	Moraga Community Foundation	Moraga Commons Enhancement	Economic revitalization in urban infill communities	$ -	$ 25,000	$ -	$ -	$ -	$ 25,000	$ -	100%
2022-05	5/10/2022	PWD	SRV Street Smarts - 2022/23	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2022-04	5/10/2022	PWD	SRV Street Smarts - 2021/22	Economic revitalization in urban infill communities	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2022-03	5/10/2022	Clayton Community Foundation	Misc. Library Programs	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 50,000	$ 200,000	20%
2022-02	5/10/2022	Walnut Creek Library Foundation	Misc. Library Programs	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 100,000	$ 150,000	40%
2022-01	5/10/2022	Pleasant Hill Library Foundation	Misc. Library Programs	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 250,000	$ -	$ 250,000	$ -	100%
2020-02	12/15/2020	PWD	SRV Street Smarts - 2020/21	Fund transit & transportation imp.	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2020-01	9/22/2020	Community HSG Dev. Corp. NR	Heritage Point Commercial	Economic revitalization in urban infill communities	$ 505,336	$ -	$ -	$ -	$ -	$ -	$ 505,336	0%

Liveable Communities Trust Fund
List of Projects

2019-08	10/22/2019	PWD	SRV Street Smarts - 2019/20	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2019-07	7/30/2019	DCD	District V Code Enforcement	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 100,000	$ 100,000	$ -	100%
2019-06	7/30/2019	PWD	PWD - Beautification Bay Point	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 50,000	$ 50,000	$ -	100%
2019-05	7/30/2019	Sheriff's Office	Bay Point Resident Deputy Program	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ -	$ 200,000	$ 200,000	$ -	100%
2019-04	6/18/2019	Innovation Tri Valley	2040 Tri Valley Vision Plan Investment	Innovative land use planning for mixed use	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2019-03	3/26/2019	RYSE Center	RYSE Center Capital Expansion	Economic revitalization in urban infill communities	$ 51,174	$ -	$ -	$ -	$ -	$ 51,174	$ -	100%
2019-02	3/26/2019	PWD	RYSE Acq. - Phase 2	Economic revitalization in urban infill communities	$ 42,500		$ -	$ -	$ -	$ 42,500	$ -	100%
2019-01	1/15/2019	PWD	Friends of the El Sobrante Library	Economic revitalization in urban infill communities	$ 15,045	$ -	$ -	$ -	$ -	$ 15,045	$ -	100%
2018-07	12/18/2018	Choice in Aging	Infrastructure Workforce Development	Clean up land for redevelopment/Create jobs near housing	$ -	$ -	$ -	$ 13,200	$ -	$ 13,200	$ -	100%
2018-06	12/4/2018	PWD	SRV Street Smarts - 2018/19	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2018-05	6/12/2018	PWD	RYSE Acq. - Phase 1	Economic revitalization in urban infill communities	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000	$ -	100%
2018-04	3/27/2018	Innovation Tri Valley	Tri Valley Rising Report	Innovative land use planning for mixed use	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%
2018-03	3/27/2018	PWD	Newell Avenue Pathway	Fund transit & transportation imp.	$ -	$ 75,000	$ -	$ -	$ -	$ 75,000	$ -	100%
2018-02	2/27/2018	H3	Contra Costa Housing Security Fund	Construct or renovate affordable housing	$ -	$ 10,000	$ -	$ -	$ -	$ 10,000	$ -	100%

Liveable Communities Trust Fund
List of Projects

2018-01	1/16/2018	PWD	SRV Street Smarts - 2017/18	Fund transit & transportation imp.	$ -	$ 20,000	$ -	$ -	$ -	$ 20,000	$ -	100%
2017-03	9/19/2017	Garden Park Apartments Community	Garden Park Apartments	Construct or renovate affordable housing	$ -	$ -	$ -	$ 125,000	$ -	$ 125,000	$ -	100%
2017-02	3/14/2017	Mobility Matters	Rides for Veterans	Fund transit & transportation imp.	$ -	$ 33,458	$ -	$ 50,187	$ -	$ 83,645	$ -	100%
2017-01	3/7/2017	Aglantis	Agra Tech Solar Light Greenhouse	Economic revitalization in urban infill communities	$ -	$ -	$ -	$ 25,000	$ 25,000	$ 50,000	$ -	100%
2016-03	12/20/2016	DCD	Agriculture Policy Study	Innovative land use planning for mixed use	$ -	$ -	$ 150,000	$ -	$ -	$ 150,000	$ -	100%
2016-02	12/20/2016	DCD	Marsh Creek Trail	Fund transit & transportation imp.	$ -	$ -	$ 250,000	$ -	$ -	$ 250,000	$ -	100%
2016-01	6/14/2016	CHDC	Heritage Point Apartments	Construct or renovate affordable housing	$ 927,494	$ -	$ -	$ -	$ -	$ 927,494	$ -	100%
2013-01	10/22/2013	DCD	Northern Waterfront	Economic revitalization in urban infill communities	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 50,000	$ 250,000	$ -	100%
					$ 1,834,549	**$ 489,973**	**$ 450,000**	**$ 1,753,977**	**$ 1,815,000**	**$ 3,746,032.47**	**$ 2,597,466.17**	**59%**

CITY OF SAN RAMON

7000 BOLLINGER CANYON ROAD
SAN RAMON, CALIFORNIA 94583
PHONE: (925) 973-2500
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September 19, 2025

Warren Lai
Public Works Director
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553

RE: **Memorandum of Understanding – 2025/2026 Street Smarts Program, Program Development and Administration Staffing Services**

Dear Mr. Lai:

The City of San Ramon ("City") is pleased to continue to partner with Contra Costa County ("County") in the implementation of programs, such as the Street Smarts Program, that are of importance to the San Ramon Valley and on issues, which do not recognize political boundaries.

This Memorandum of Understanding (MOU) outlines the apportionment of duties and responsibilities between the City and County regarding the provisions of the Street Smarts Program development, materials, and administrative staffing services for the 2025/2026 Program Year.

1. Program Background

The Street Smarts Program is a traffic safety public education campaign that is implemented valley-wide through the collaborative efforts of the City of San Ramon, Town of Danville, Contra Costa County, San Ramon Valley Unified School District, and the San Ramon Valley Fire Protection District.

The Program is funded and directed by the five primary public agencies listed above with additional funds provided by private sponsors, including the San Ramon Valley Council of PTAs. The federal Safe Routes to School Program will fund significant components of the Street Smarts efforts during the 2025/2026 Program Year. On an annual basis, each of the five public agencies appropriate funds for Program development, materials, and administrative costs.

This MOU outlines the provisions of Program development, materials, and Program administrative services to the County, by the City, for the 2025/2026 Program Year.

2. Responsibilities of the City and the County

A. The City shall:

a. Program staffing services within unincorporated Contra Costa County (in the geographic area known as the San Ramon Valley and as defined by the San Ramon Valley Unified School District) as outlined in the Street Smarts Program 2025/2026 Work Plan (Attachment A) and 2025/2026 Financial Plan (Attachment B).
b. Continue to participate in the Street Smarts Advisory Committee and contribute staff time towards the ongoing implementation of the Program.

B. The County shall:

a. Contribute Ten Thousand Dollars ($10,000.00) in funds to the City of San Ramon for its share of the Program's administrative staffing costs outlined in Attachments A and B for the 2025/2026 Program Year.
b. Contribute Ten Thousand Dollars ($10,000.00) in funds to the City of San Ramon for its share of the Program's general support costs for the 2025/2026 Program Year.
c. Continue to participate in the Street Smarts Program Advisory Committee and contribute staff time towards the ongoing implementation of the Program during the 2025/2026 Program Year.

3. Unsanctioned Programs

A public agency partner may choose to conduct programs or activities within their jurisdiction using the Street Smarts brand. These are known as Unsanctioned Programs and are individual agencies' efforts to promote Traffic Safety Education or enhance the Street Smarts brand beyond those identified in the 2025/2026 Work Plan.

Examples of Unsanctioned Programs include the Town of Danville's efforts to include the Street Smarts logo on Traffic Safety Education pamphlets at schools or the City of San Ramon's Safe Routes to School My Beat / My School Officer Program.

All financial and human resources used to implement Unsanctioned Programs must be borne by the sponsoring agency. The Valley-wide Street Smarts Program budget and other resources shall not be used.

4. Modifications

The Program Work Plan may be augmented at any time during the Program year, subject to the review and agreement of both parties. All Work Plan modifications shall be documented in writing and shall be executed with an amended MOU.

5. Termination

This MOU is in effect beginning July 1, 2025, and ending June 30, 2026.

6. Renewal

This MOU may be renewed beyond this Program Year, subject to the review and agreement of both parties. All MOU renewals shall be documented in writing and shall be executed with an amended MOU.

If you agree to the terms and conditions above, please execute this MOU on both originals to indicate your acceptance and return one original for our files.

We look forward to continuing our collaboration on programs of regional significance. Please do not hesitate to contact Steven Spedowfski, City Manager at (925) 973-2632 if you have any questions.

X	X
Steven Spedowfski City Manager City of San Ramon	Warren Lai Public Works Director Contra Costa County
Date: _____	Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4623 **Agenda Date:** 11/4/2025 **Agenda #:** C.26.

To: Board of Supervisors

From: John Kopchik, Director, Conservation and Development

Report Title: Approval of subordination agreements to permit the refinancing of the senior loan for Grayson Creek Apartments

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a subordination agreement with Berkadia Commercial Mortgage, LLC, and a subordination agreement with the State of California - Department of Housing and Community Development, to permit the refinancing of the senior debt associated with an affordable housing development known as Grayson Creek Apartments, located at 100 Chilpancingo Parkway in the City of Pleasant Hill.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

In 1998 the County entered into Disposition, Development, and Loan Agreement (DDLA) with BRIDGE Housing ("BRIDGE"), a non-profit affordable housing developer, to loan $1,750,000 in Community Development Block Grant (CDBG) funds for the new construction of a 70-unit multi-family affordable housing development known as the Grayson Creek Apartments, located at 100 Chilpancingo Parkway in the City of Pleasant Hill.

In 2001 the County provided an additional $825,000 in CDBG funds to BRIDGE for the project. With the additional $825,000 in CDBG funds, the County and BRIDGE executed a Modification Agreement and Memorandum of First Amendment to amend the original Deed of Trust to include the additional $825,000 in CDBG funds and to secure a combined total of $2,575,000 in CDBG funds provided by the County. An Amended and Restated Promissory Note was also executed by BRIDGE, evidencing the additional $825,000 in County CDBG funds and a combined total principal amount of $2,575,000 in County CDBG funds.

In 2003, the California Housing Finance Agency (CalHFA) provided BRIDGE with two loans with a collective amount of $9 million to refinance the senior debt at that time, and CalHFA became the new senior lender. As part of that refinancing, the County executed a subordination agreement with CalHFA to subordinate the County's $2,575,000 CDBG loan to CalHFA's senior loan. Also in 2003, the State of California - Department

of Housing and Community Development ("CA-HCD") provided BRIDGE with a loan in the amount of $4,074,510 in State of California Multifamily Housing Program (MHP) funds for the project. The County also executed a subordination agreement with CA-HCD to allow CA-HCD to provide the MHP loan to BRIDGE.

In September 2025, BRIDGE notified County Department of Conservation (DCD) staff that it was in the process of refinancing the CalHFA senior debt with a new senior loan from Berkadia Commercial Mortgage, LLC ("Berkadia"). The refinancing would pay the remaining balance of the CalHFA loan, and the excess proceeds would be used to complete needed capital repairs and rehabilitation of the Grayson Creek Apartments development (including repair/rehabilitation activities to some of the units) and to create a capital reserve for future capital repairs not contemplated with the repairs to be completed with the proceeds from the new Berkadia loan. BRIDGE and Berkadia are requesting the County to consent to the proposed refinancing of the senior loan and to execute a subordination agreement with Berkadia.

As part of this refinancing with the new Berkadia senior loan, CA-HCD is requiring the County to execute a new subordination agreement for the MHP loan provided in 2003. No new MHP funds are being provided; however, CA-HCD requires new documents of existing agreements to be executed when there is a restructuring of senior debt. Refinancing of senior debt is considered a restructuring activity for CA-HCD. Therefore, CA-HCD is requiring the County to approve and execute a new subordination agreement for the MHP loan that was provided in 2003.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the recommended actions would prevent the refinancing and the needed repair/rehabilitation work at Grayson Creek Apartments.

Prepared by, and after recording
return to:

Lanre A. Popoola, Esquire
Troutman Pepper Locke LLP
P.O. Box 1122
Richmond, VA 23218

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 2-25-2025)

Freddie Mac Loan Number: 510842429
Property Name: Grayson Creek Apartments

SUBORDINATION AGREEMENT

GOVERNMENTAL ENTITY

(Revised 2-25-2025)

THIS SUBORDINATION AGREEMENT ("**Agreement**") is entered into this ___ day of _____, 2025, by and between (i) **BERKADIA COMMERCIAL MORTGAGE LLC**, a limited liability company organized and existing under the laws of the State of Delaware ("**Senior Lender**") and (ii) **COUNTY OF CONTRA COSTA**, a political subdivision of the State of California ("**Subordinate Lender**").

RECITALS

A. **BRIDGE GRAYSON CREEK ASSOCIATES**, a limited partnership organized under the laws of the State of California (**"Borrower"**) is the owner of certain land located in Contra Costa County, California, described in Exhibit A ("**Land**"). The Land is improved with a multifamily rental housing project ("**Improvements**").

B. Senior Lender has made or is making a loan to Borrower in the original principal amount of $[4,500,000].00 ("**Senior Loan**") upon the terms and conditions of a Multifamily Loan and Security Agreement dated as of _____, 2025 between Senior Lender and Borrower ("**Senior Loan Agreement**") in connection with the Mortgaged Property. The Senior Loan is secured by a Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of the date of the Senior Loan Agreement ("**Senior Mortgage**") encumbering the Land, the Improvements and related personal and other property described and defined in the Senior Mortgage as the "**Mortgaged Property**."

C. Pursuant to a Disposition, Development and Loan Agreement dated July 29, 1998, as amended by a First Amendement to Disposition, Development and Loan Agreement dated as of September 17, 2001 between Subordinate Lender and Borrower ("**Subordinate Loan Agreement**"), Subordinate Lender has made or is making a loan to Borrower in the original principal amount of $2,575,000.00 ("**Subordinate Loan**"). The Subordinate Loan is evidenced by an Amended and Restated Promissory Note dated September 17, 2001, and is secured by a Deed of Trust and Security Agreement dated as of July 29, 1998, as modified by a Modification Agreement and Memorandum of First Amendment dated as of September 17, 2001 (the deed of trust, as amended, "**Subordinate Mortgage**"). The Subordinate Mortgage encumbers all or a portion of the Mortgaged Property. The Subordinate Mortgage is recorded in the Official Records of

Contra Costa County ("**Recording Office**") as Document Nos. 98-0181889-00 and 2001-0315911-00.

D. The Senior Mortgage will be recorded in the Recording Office.

E. The execution and delivery of this Agreement is a condition of Senior Lender's making of the Senior Loan.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Definitions. The following terms, when used in this Agreement (including, as appropriate, when used in the above recitals), will have the following meanings:

The terms "**Condemnation**," "**Imposition Reserve Deposits**," "**Impositions**," "**Leases,**" "**Rents**" and "**Restoration**," as well as any term used in this Agreement and not otherwise defined in this Agreement, will have the meanings given to those terms in the Senior Loan Agreement.

"**Bankruptcy Proceeding**" means any bankruptcy, reorganization, insolvency, composition, restructuring, dissolution, liquidation, receivership, assignment for the benefit of creditors, or custodianship action or proceeding under any federal or state law with respect to Borrower, any guarantor of any of the Senior Indebtedness, any of their respective properties, or any of their respective partners, members, officers, directors, or shareholders.

"**Borrower**" means all persons or entities identified as "Borrower" in the first Recital of this Agreement, together with their successors and assigns, and any other person or entity who acquires title to the Mortgaged Property after the date of this Agreement; provided that the term "Borrower" will not include Senior Lender if Senior Lender acquires title to the Mortgaged Property.

"**Casualty**" means the occurrence of damage to or loss of all or any portion of the Mortgaged Property by fire or other casualty.

"**Enforcement Action**" means any of the following actions taken by or at the direction of Subordinate Lender: the acceleration of all or any part of the Subordinate Indebtedness, the advertising of or commencement of any foreclosure or trustee's sale proceedings, the exercise of any power of sale, the acceptance of a deed or assignment in lieu of foreclosure or sale, the collecting of Rents, the obtaining of or seeking of the appointment of a receiver, the seeking of default interest, the taking of possession or control of any of the Mortgaged Property, the commencement of any suit or other legal, administrative, or arbitration proceeding based upon the Subordinate Note or any other of the Subordinate Loan Documents, the exercising of any banker's lien or rights of set-off or recoupment,

or the exercise of any other remedial action against Borrower, any other party liable for any of the Subordinate Indebtedness or obligated under any of the Subordinate Loan Documents, or the Mortgaged Property.

"**Enforcement Action Notice**" means a Notice given from Subordinate Lender to Senior Lender following one or more Subordinate Mortgage Default(s) and the expiration of any applicable notice or cure periods, setting forth in reasonable detail the Subordinate Mortgage Default(s) and the Enforcement Actions proposed to be taken by Subordinate Lender.

"**Lien**" means any lien, encumbrance, estate or other interest, recorded against or secured by the Mortgaged Property.

"**Loss Proceeds**" means all monies received or to be received under any insurance policy, from any condemning authority, or from any other source, as a result of any Condemnation or Casualty.

"**Notice**" means all notices, requests, demands, consents, approvals or other communication pursuant to this Agreement provided in accordance with the provisions of Section 10.

"**Regulatory Agreement**" means, collectively, (i) the Regulatory Agreement and Declaration of Restrictive Covenants between Borrower and Subordinate Lender dated as of July 29, 1998 and recorded in the Recording Office at Document No. 98-0181888-00 and (ii) Modification Agreement and Memorandum of First Amendment dated as of September 17, 2001 and recorded in the Recording Office at Document No. 2001-0315911-00.

"**Senior Indebtedness**" means the "Indebtedness" as defined in the Senior Loan Agreement.

"**Senior Lender**" means the "Lender" as defined in the Senior Mortgage. When any other person or entity becomes the legal holder of the Senior Note, such other person or entity will automatically become Senior Lender.

"**Senior Loan Documents**" means the "Loan Documents" as defined in the Senior Loan Agreement, as such documents may be amended.

"**Senior Mortgage Default**" means any act, failure to act, event, condition, or occurrence which constitutes, or which with the giving of Notice or the passage of time, or both, would constitute, an "Event of Default" as defined in the Senior Loan Agreement.

"**Senior Note**" means the promissory note or other evidence of the Senior Indebtedness and any replacement of the Senior Note.

"**Subordinate Indebtedness**" means all sums evidenced or secured or guaranteed by, or otherwise due and payable to Subordinate Lender pursuant to the Subordinate Loan Documents.

"**Subordinate Lender**" means the person or entity named as such in the first paragraph of this Agreement and any other person or entity who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Documents**" means the Subordinate Mortgage, the Subordinate Note, the Subordinate Loan Agreement, the Regulatory Agreement and all other documents at any time evidencing, securing, guaranteeing, or otherwise delivered in connection with the Subordinate Indebtedness, as such documents may be amended.

"**Subordinate Mortgage Default**" means any act, failure to act, event, condition, or occurrence which allows (but for any contrary provision of this Agreement), Subordinate Lender to take an Enforcement Action.

"**Subordinate Note**" means the promissory note or other evidence of the Subordinate Indebtedness and any replacement of the Subordinate Note.

"**Surplus Cash**" means, with respect to any period, any revenues of Borrower remaining after paying, or setting aside funds for paying, all the following:

(a) All sums due or currently required to be paid under the Senior Loan Documents, including any reserves and Imposition Reserve Deposits.

(b) All reasonable operating expenses of the Mortgaged Property, including real estate taxes, insurance premiums, utilities, building maintenance, painting and repairs, management fees, payroll, administrative expenses, legal expenses and audit expenses (excluding any developer fees payable with respect to the Mortgaged Property).

2. Subordinate Lender's Representations and Warranties.

(a) Subordinate Lender represents and warrants that each of the following is true as of the date of this Agreement:

(i) Subordinate Lender is now the owner and holder of the Subordinate Loan Documents.

(ii) No Subordinate Mortgage Default has occurred and is continuing.

(iii) The current unpaid principal balance of the Subordinate Indebtedness is $2,575,000, including accrued interest.

(iv) No scheduled payments under the Subordinate Note have been prepaid.

(b) Without the prior written consent of Senior Lender, Subordinate Lender will not do any of the following:

(i) Pledge, assign, transfer, convey, or sell any interest in the Subordinate Indebtedness or any of the Subordinate Loan Documents.

(ii) Take any action which has the effect of increasing the Subordinate Indebtedness, except to cure a Senior Mortgage Default as contemplated under Section 5(a) of this Agreement.

(iii) Accept any prepayment of the Subordinate Indebtedness.

3. Terms of Subordination.

(a) Agreement to Subordinate. The Subordinate Indebtedness is and will at all times continue to be subject and subordinate in right of payment to the prior payment in full of the Senior Indebtedness. Each of the Subordinate Loan Documents is, and will at all times remain, subject and subordinate in all respects to the liens, terms, covenants, conditions, operations, and effects of each of the Senior Loan Documents.

(b) Subordination of Subrogation Rights. If Subordinate Lender, by indemnification, subrogation or otherwise, acquires any Lien on any of the Mortgaged Property, then that Lien will be fully subject and subordinate to the receipt by Senior Lender of payment in full of the Senior Indebtedness, and to the Senior Loan Documents, to the same extent as the Subordinate Indebtedness and the Subordinate Loan Documents are subordinate pursuant to this Agreement.

(c) Payments Before Senior Mortgage Default; Soft Subordinate Debt. Until the occurrence of a Senior Mortgage Default, Subordinate Lender will be entitled to retain for its own account all payments of the principal of and interest on the Subordinate Indebtedness pursuant to the Subordinate Loan Documents; provided that Subordinate Lender expressly agrees that it will not accept any such payment that is made more than 10 days in advance of its due date and provided further that Subordinate Lender will not accept any payment in an amount that exceeds 75% of then available Surplus Cash.

(d) Payments After Senior Mortgage Default or Bankruptcy.

(i) Immediately upon Subordinate Lender's receipt of Notice or actual knowledge of a Senior Mortgage Default, Subordinate Lender will not accept any payments of the Subordinate Indebtedness, and the provisions of this Section 3(d) will apply.

(ii) If Subordinate Lender receives any of the following, whether voluntarily or by action of law, after a Senior Mortgage Default of which Subordinate Lender has actual knowledge (or is deemed to have actual knowledge as provided in Section 4(c)) or has been given Notice, such will be received and held in trust for Senior Lender:

(A) Any payment, property, or asset of any kind or in any form in connection with the Subordinate Indebtedness.

(B) Any proceeds from any Enforcement Action.

(C) Any payment, property, or asset in or in connection with any Bankruptcy Proceeding.

(iii) Subordinate Lender will promptly remit, in kind and properly endorsed as necessary, all such payments, properties, and assets described in Section 3(d)(ii) to Senior Lender. Senior Lender will apply any payment, asset, or property so received from Subordinate Lender to the Senior Indebtedness in such order, amount (with respect to any asset or property other than immediately available funds), and manner as Senior Lender determines in its sole and absolute discretion.

(e) Bankruptcy. Without the prior written consent of Senior Lender, Subordinate Lender will not commence, or join with any other creditor in commencing, any Bankruptcy Proceeding. In the event of a Bankruptcy Proceeding, Subordinate Lender will not vote affirmatively in favor of any plan of reorganization or liquidation unless Senior Lender has also voted affirmatively in favor of such plan.

4. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Mortgage Default and Cure Rights.

(i) Subordinate Lender will deliver to Senior Lender a copy of each Notice delivered by Subordinate Lender pursuant to the Subordinate Loan Documents within 5 Business Days of sending such Notice to Borrower. Neither giving nor failing to give a Notice to Senior Lender pursuant to this Section 4(a) will affect the validity of any Notice given by Subordinate Lender to Borrower.

(ii) For a period of 90 days following delivery to Senior Lender of an Enforcement Action Notice, Senior Lender will have the right, but not the obligation, to cure any Subordinate Mortgage Default. However, if such Subordinate Mortgage Default is a non-monetary default and is not capable of being cured within such 90-day period and Senior Lender has commenced and is diligently pursuing such cure to completion, Senior

Lender will have such additional period of time as may be required to cure such Subordinate Mortgage Default or until such time, if ever, as Senior Lender takes either of the following actions:

(A) Discontinues its pursuit of any cure.

(B) Delivers to Subordinate Lender Senior Lender's written consent to the Enforcement Action described in the Enforcement Action Notice.

(iii) Senior Lender will not be subrogated to the rights of Subordinate Lender under the Subordinate Loan Documents as a result of Senior Lender having cured any Subordinate Mortgage Default.

(iv) Subordinate Lender acknowledges that all amounts advanced or expended by Senior Lender in accordance with the Senior Loan Documents or to cure a Subordinate Mortgage Default will be added to and become a part of the Senior Indebtedness and will be secured by the lien of the Senior Mortgage.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

(i) In the event of a Subordinate Mortgage Default, Subordinate Lender will not commence any Enforcement Action until 90 days after Subordinate Lender has delivered to Senior Lender an Enforcement Action Notice. During such 90-day period or such longer period as provided in Section 4(a), Subordinate Lender will be entitled to seek specific performance to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in the Regulatory Agreement, subject to Senior Lender's right to cure a Subordinate Mortgage Default set forth in Section 4(a).

(ii) Subordinate Lender may not commence any other Enforcement Action, including any foreclosure action under the Subordinate Loan Documents, until the earlier of:

(A) The expiration of such 90-day period or such longer period as provided in Section 4(a).

(B) The delivery by Senior Lender to Subordinate Lender of Senior Lender's written consent to such Enforcement Action by Subordinate Lender.

(iii) Subordinate Lender acknowledges that Senior Lender may grant or refuse consent to Subordinate Lender's Enforcement Action in Senior Lender's sole and absolute discretion. At the expiration of such 90-day period or such longer period as provided in Section 4(a) and, subject to Senior

Lender's right to cure set forth in Section 4(a), Subordinate Lender may commence any Enforcement Action.

(iv) Senior Lender may pursue all rights and remedies available to it under the Senior Loan Documents, at law, or in equity, regardless of any Enforcement Action Notice or Enforcement Action by Subordinate Lender. No action or failure to act on the part of Senior Lender in the event of a Subordinate Mortgage Default or commencement of an Enforcement Action will constitute a waiver on the part of Senior Lender of any provision of the Senior Loan Documents or this Agreement.

(c) Cross Default. Subordinate Lender acknowledges that a Subordinate Mortgage Default constitutes a Senior Mortgage Default. Accordingly, upon the occurrence of a Subordinate Mortgage Default, Subordinate Lender will be deemed to have actual knowledge of a Senior Mortgage Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Mortgage Default of which Senior Lender has received Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Mortgage Default under the Senior Loan Documents arising solely from such Subordinate Mortgage Default will be deemed cured, and the Senior Loan will be reinstated.

5. Default Under Senior Loan Documents.

(a) Notice of Senior Mortgage Default and Cure Rights.

(i) Senior Lender will deliver to Subordinate Lender a copy of any Notice sent by Senior Lender to Borrower of a Senior Mortgage Default within 5 Business Days of sending such Notice to Borrower. Failure of Senior Lender to send Notice to Subordinate Lender will not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents.

(ii) Subordinate Lender will have the right, but not the obligation, to cure any monetary Senior Mortgage Default within 30 days following the date of such Notice. During such 30-day period Senior Lender will be entitled to continue to pursue its remedies under the Senior Loan Documents.

(iii) Subordinate Lender may, within 90 days after the date of the Notice, cure a non-monetary Senior Mortgage Default if during such 90-day period, Subordinate Lender keeps current all payments required under the Senior Loan Documents. If such a non-monetary Senior Mortgage Default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then during such 90-day period Senior Lender may exercise all available rights and remedies to protect and

preserve the Mortgaged Property and the Rents, revenues and other proceeds from the Mortgaged Property.

(iv) All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Mortgage Default will be deemed to have been advanced by Subordinate Lender pursuant to, and will be secured by the lien of, the Subordinate Mortgage. Notwithstanding anything in this Section 5(a) to the contrary, Subordinate Lender's right to cure any Senior Mortgage Default will terminate immediately upon the occurrence of any Bankruptcy Proceeding.

(b) Release of Mortgaged Property.

(i) Subordinate Lender consents to and authorizes any future release by Senior Lender of all or any portion of the Mortgaged Property from the lien, operation, and effect of the Senior Loan Documents. Subordinate Lender waives to the fullest extent permitted by law, all equitable or other rights it may have in connection with the release of all or any portion of the Mortgaged Property, including any right to require Senior Lender to do any of the following:

(A) To conduct a separate sale of any portion of the Mortgaged Property.

(B) To exhaust its remedies against all or any portion of the Mortgaged Property or any combination of portions of the Mortgaged Property or any other collateral for the Senior Indebtedness.

(C) To proceed against Borrower, any other party that may be liable for any of the Senior Indebtedness (including any general partner of Borrower if Borrower is a partnership), all or any portion of the Mortgaged Property or combination of portions of the Mortgaged Property or any other collateral, before proceeding against all or such portions or combination of portions of the Mortgaged Property as Senior Lender determines. Subordinate Lender waives to the fullest extent permitted by law any and all benefits under California Civil Code Sections 2845, 2849 and 2850.

(ii) Subordinate Lender consents to and authorizes, at the option of Senior Lender, the sale, either separately or together, of all or any portion of the Mortgaged Property. Subordinate Lender acknowledges that without Notice to Subordinate Lender and without affecting any of the provisions of this Agreement, Senior Lender may do any of the following:

(A) Extend the time for or waive any payment or performance under the Senior Loan Documents.

(B) Modify or amend in any respect any provision of the Senior Loan Documents.

(C) Modify, exchange, surrender, release, and otherwise deal with any additional collateral for the Senior Indebtedness.

(c) Termination Upon Foreclosure. The lien of the Subordinate Loan Documents will automatically terminate upon the acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

6. Conflicts. If there is any conflict or inconsistency between the terms of the Subordinate Loan Documents and the terms of this Agreement, then the terms of this Agreement will control. Borrower acknowledges that the terms and provisions of this Agreement will not, and will not be deemed to do any of the following:

(a) Extend Borrower's time to cure any Senior Mortgage Default or Subordinate Mortgage Default.

(b) Give Borrower the right to receive notice of any Senior Mortgage Default or Subordinate Mortgage Default, other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents.

(c) Create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

7. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

(a) Insurance.

(i) All requirements pertaining to insurance under the Subordinate Loan Documents (including requirements relating to amounts and types of coverages, deductibles and special endorsements) will be deemed satisfied if Borrower complies with the insurance requirements under the Senior Loan Documents and of Senior Lender.

(ii) All original policies of insurance required pursuant to the Senior Loan Documents will be held by Senior Lender.

(iii) Nothing in this Section 7(a) will preclude Subordinate Lender from requiring that it be named as a mortgagee and loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of Loss Proceeds, or that

Subordinate Lender be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(b) Condemnation or Casualty.

In the event of a Condemnation or a Casualty, the following provisions will apply:

(i) The rights of Subordinate Lender (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation or a Casualty, will be and remain subordinate in all respects to Senior Lender's rights under the Senior Loan Documents, and Subordinate Lender will be bound by any settlement or adjustment of a claim resulting from a Condemnation or a Casualty made by Senior Lender.

(ii) All Loss Proceeds will be applied either to payment of the costs and expenses of Restoration or to payment on account of the Senior Indebtedness, as and in the manner determined by Senior Lender in its sole discretion; provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds. In the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, will prevail.

(iii) If Senior Lender holds Loss Proceeds, or monitors the disbursement of Loss Proceeds, Subordinate Lender will not do so. Nothing contained in this Agreement will be deemed to require Senior Lender to act for or on behalf of Subordinate Lender in connection with any Restoration or to hold or monitor any Loss Proceeds in trust for or otherwise on behalf of Subordinate Lender, and all or any Loss Proceeds may be commingled with any funds of Senior Lender.

(iv) If Senior Lender elects to apply Loss Proceeds to payment on account of the Senior Indebtedness, and if the application of such Loss Proceeds results in the payment in full of the entire Senior Indebtedness, any remaining Loss Proceeds held by Senior Lender will be paid to Subordinate Lender unless another party has asserted a claim to the remaining Loss Proceeds.

(c) Modification of Subordinate Loan Documents. Subordinate Lender agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the

Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. If Subordinate Lender either (i) amends the Subordinate Loan Documents in the manner set forth above or (ii) assigns the Subordinate Loan without Senior Lender's consent, then such amendment or assignment will be void ab initio and of no effect whatsoever.

(d) Modification of Senior Loan Documents. Senior Lender may amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provisions of the Senior Loan Documents without the necessity of obtaining the consent of or providing Notice to Subordinate Lender, and without affecting any of the provisions of this Agreement. Notwithstanding the foregoing, Senior Lender may not modify any provision of the Senior Loan Documents that increases the Senior Indebtedness, except for increases in the Senior Indebtedness that result from advances made by Senior Lender to protect the security or lien priority of Senior Lender under the Senior Loan Documents or to cure defaults under the Subordinate Loan Documents.

(e) Commercial or Retail Leases. If requested, Subordinate Lender will enter into attornment and non-disturbance agreements with all tenants under commercial or retail Leases, if any, to whom Senior Lender has granted attornment and non-disturbance, on the same terms and conditions given by Senior Lender.

(f) Consent Rights. Whenever the Subordinate Loan Documents give Subordinate Lender approval or consent rights with respect to any matter, and a right of approval or consent for the same or substantially the same matter is also granted to Senior Lender pursuant to the Senior Loan Documents or otherwise, Senior Lender's approval or consent or failure to approve or consent will be binding on Subordinate Lender. None of the other provisions of Section 7 are intended to be in any way in limitation of the provisions of this Section 7(f).

(g) Escrows. Except as provided in this Section 7(g), and regardless of any contrary provision in the Subordinate Loan Documents, Subordinate Lender will not collect any escrows for any cost or expense related to the Mortgaged Property or for any portion of the Subordinate Indebtedness. However, if Senior Lender is not collecting escrow payments for one or more Impositions, Subordinate Lender may collect escrow payments for such Impositions; provided that all payments so collected by Subordinate Lender will be held in trust by Subordinate Lender to be applied only to the payment of such Impositions.

(h) Certification. Within 10 days after request by Senior Lender, Subordinate Lender will furnish Senior Lender with a statement, duly acknowledged and certified setting forth the then-current amount and terms of the Subordinate Indebtedness, confirming that there exists no default under the Subordinate Loan Documents (or describing any default that does exist), and certifying to such other information with respect to the Subordinate Indebtedness as Senior Lender may request.

8. **Refinancing.** Subordinate Lender agrees that its agreement to subordinate under this Agreement will extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Indebtedness (including reasonable and necessary costs associated with the closing and/or the refinancing, and any reasonable increase in proceeds for rehabilitation in the context of a preservation transaction). All terms and covenants of this Agreement will inure to the benefit of any holder of any such refinanced debt, and all references to the Senior Loan Documents and Senior Lender will mean, respectively, the refinance loan documents and the holder of such refinanced debt.

9. **Governmental Powers.** Nothing in this Agreement is intended, nor will it be construed, to in any way limit the exercise by Subordinate Lender of its governmental powers (including police, regulatory and taxing powers) with respect to Borrower or the Mortgaged Property to the same extent as if it were not a party to this Agreement or the transactions contemplated by this Agreement.

10. **Notices.**

(a) Any Notice required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly and sufficiently given if (i) personally delivered with proof of delivery (any Notice so delivered will be deemed to have been received at the time so delivered), or (ii) sent by a national overnight courier service (such as FedEx) designating earliest available delivery (any Notice so delivered will be deemed to have been received on the next Business Day following receipt by the courier), or (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any Notice so sent will be deemed to have been received on the date of delivery as confirmed by the return receipt), addressed to the respective parties as follows:

Notices intended for Senior Lender will be addressed to:

Berkadia Commercial Mortgage LLC
323 Norristown Road, Suite 300
Ambler, Pennsylvania 19002
Attention: Servicing

Notices intended for Subordinate Lender will be addressed to:

County of Contra Costa
30 Muir Road
Martinez, CA 94553
Attention: Director, Department of Conservation and Development

(b) Any party, by Notice given pursuant to this Section 10, may change the person or persons and/or address or addresses, or designate an additional person or persons

or an additional address or addresses, for its Notices, but Notice of a change of address will only be effective upon receipt. Neither party will refuse or reject delivery of any Notice given in accordance with this Section 10.

11. Reserved.

12. Miscellaneous Provisions.

(a) Assignments/Successors. This Agreement will be binding upon and will inure to the benefit of the respective legal successors and permitted assigns of the parties to this Agreement. Without prior notice to or the consent of the Subordinate Lender or the Borrower, the Senior Lender may freely transfer or assign the Senior Loan and the Senior Loan Documents, including this Agreement, in whole or in part, and the Subordinate Lender acknowledges and agrees that any future legal holder of the Senior Note will automatically be a legal successor and permitted assignee of Senior Lender hereunder, without the necessity of any further action or instrument. No other party will be entitled to any benefits under this Agreement, whether as a third-party beneficiary or otherwise.

(b) No Partnership or Joint Venture. Nothing in this Agreement or in any of the Senior Loan Documents or Subordinate Loan Documents will be deemed to constitute Senior Lender as a joint venturer or partner of Subordinate Lender.

(c) Further Assurances. Upon Notice from Senior Lender, Subordinate Lender will execute and deliver such additional instruments and documents, and will take such actions, as are required by Senior Lender to further evidence or implement the provisions and intent of this Agreement.

(d) Amendment. This Agreement may be amended, changed, modified, altered or terminated only by a written instrument signed by the parties to this Agreement or their successors or assigns.

(e) Governing Law. This Agreement will be governed by the laws of the State in which the Land is located.

(f) Severable Provisions. If any one or more of the provisions contained in this Agreement, or any application of any such provisions, is invalid, illegal, or unenforceable in any respect, the validity, legality, enforceability, and application of the remaining provisions contained in this Agreement will not in any way be affected or impaired.

(g) Term. The term of this Agreement will commence on the date of this Agreement and will continue until the earliest to occur of the following events:

(i) The payment of all the Senior Indebtedness; provided that this Agreement will be reinstated in the event any payment on account of the Senior Indebtedness is avoided, set aside, rescinded or repaid by Senior Lender.

(ii) The payment of all the Subordinate Indebtedness other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to this Agreement.

(iii) The acquisition by Senior Lender or by a third-party purchaser of title to the Mortgaged Property pursuant to a foreclosure of, deed in lieu of foreclosure, or trustee's sale or other exercise of a power of sale or similar disposition under the Senior Mortgage.

(iv) With the prior written consent of Senior Lender, without limiting the provisions of Section 4(b)(iv), the acquisition by Subordinate Lender of title to the Mortgaged Property subject to the Senior Mortgage pursuant to a foreclosure, or a deed in lieu of foreclosure, of (or the exercise of a power of sale under) the Subordinate Mortgage.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

(i) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties regarding the matters addressed in this Agreement, and will supersede and cancel any prior agreements regarding such matters.

(j) Authority. Each person executing this Agreement on behalf of a party to this Agreement represents and warrants that such person is duly and validly authorized to do so on behalf of such party with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations under this Agreement.

(k) No Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power, or remedy under this Agreement will operate as a waiver of such right, power, or remedy, nor will any single or partial exercise of any such right, power or remedy preclude any other or further exercise of such right, power, or remedy or the exercise of any other right, power or remedy under this Agreement.

(l) Remedies. Each party to this Agreement acknowledges that if any party fails to comply with its obligations under this Agreement, the other parties will have all rights available at law and in equity, including the right to obtain specific performance of the obligations of such defaulting party and injunctive relief.

13. Attached Riders. The following Riders are attached to this Agreement: None

14. Attached Exhibits. The following Exhibits, if marked with an "X" in the space provided, are attached to this Agreement:

|X| Exhibit A Description of the Land (required)
|__| Exhibit B Ground Lease Description (if applicable)

[SIGNATURE AND ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first above written.

SENIOR LENDER:

BERKADIA COMMERCIAL MORTGAGE LLC, a Delaware limited liability company

By: _____
Amy Jesberger
Authorized Representative

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 _____

County of _____

On _____ before me, _____,
(Insert Name and Title of the Officer)

personally appeared Amy Jesberger, 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)**

SUBORDINATE LENDER:

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

By: _____
Name: _____
Title: _____

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 _____

County of _____

On _____, 2025 before me, _____,
(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)**

CONSENT OF BORROWER

Borrower acknowledges receipt of a copy of this Subordination Agreement, dated _____, 2025, by and between **BERKADIA COMMERCIAL MORTGAGE LLC** and **COUNTY OF CONTRA COSTA** and consents to the agreement of the parties set forth in this Agreement.

BORROWER:

BRIDGE GRAYSON CREEK ASSOCIATES,
a California limited partnership

By: **CHURCH STREET HOUSING, INC.**,
a California nonprofit public benefit corporation,
its General Partner

By: _____
Name:
Title:

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 _____
County of _____
On _____ before me, _____,
(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

FREE RECORDING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 27383 and 27388.1.

RECORDING REQUESTED BY, AND WHEN RECORDED, MAIL TO:

State of California
Department of Housing and
Community Development
P. O. Box 952052
Sacramento, CA 94252-2052
Attn: **Legal Affairs Division**
___-MHP-____

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (the "Agreement") is dated as of _____, 20___, for reference purposes only, and is entered into by and among the County of Contra Costa, a political subdivision of the State of California, (the "Junior Lienholder") and BRIDGE Grayson Creek Associates, a California limited partnership (the "Borrower"), and the Department of Housing and Community Development, a public agency of the State of California (the "Senior Lender").

RECITALS

A. Borrower is the owner of the ***fee simple interest*** in that real property described in Exhibit A attached hereto and made a part hereof (the "Property"). The Borrower has acquired and is rehabilitating a 70-unit multifamily residential rental development on the Property (the "Improvements"). The Property and the Improvements are sometimes referred to collectively as the "Development."

B. The Junior Lienholder has made a loan to the Borrower in the principal sum of Two Million Five Hundred Seventy-Five Thousand Dollars ($2,575,000.00) (the "Junior Lienholder Loan"). The Junior Lienholder Loan is evidenced by a certain promissory note (the "Junior Lienholder Note"), secured by a certain deed of trust (the "Junior Lienholder Deed of Trust") recorded ***on July 31, 1998, as Instrument No. 98-181889, as modified by a document recorded on October 19, 2001, as Instrument No. 2001-315911*** in the Official Records of Contra Costa County, California (the "Official Records"). The Junior Lienholder and Borrower have also entered into a regulatory agreement affecting the use of the

Development, recorded on July 31, 1998, as Instrument No. 98-18188, as modified by the document recorded on October 19, 2001, as Instrument No. 2001-315911 in the Official Records (the "Junior Lienholder Regulatory Agreement"). (The Junior Lienholder Deed of Trust, the Junior Lienholder Regulatory Agreement and all other documents evidencing or securing the Junior Lienholder Loan are collectively referred to herein as the "Junior Lienholder Documents.")

C. In order to finance the development of the Improvements, the Senior Lender has agreed to loan the Borrower a sum not to exceed Four Million Seventy-Four Thousand Five Hundred Ten Dollars ($4,074,510) (the "MHP Loan"), subject to the terms and conditions of: (i) a regulatory agreement restricting the use and occupancy of the Development and the income derived therefrom which shall be dated as of even date herewith and recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "MHP Regulatory Agreement"), and (ii) other loan documents. The MHP Loan will be evidenced by a promissory note (the "MHP Note"), the repayment of which will be secured by, among other things, a deed of trust by Borrower as trustor, to Senior Lender as beneficiary recorded concurrently herewith as an encumbrance on the Property in the Official Records (the "MHP Deed of Trust") and by such other security as is identified in other loan documents.

D. The Senior Lender is willing to make the MHP Loan provided the MHP Deed of Trust and the MHP Regulatory Agreement are liens, claims or charges upon the Development prior and superior to the Junior Lienholder Documents, and provided that the Junior Lienholder specifically and unconditionally subordinates and subjects the Junior Lienholder Documents to the liens, claims or charges of the MHP Deed of Trust and the MHP Regulatory Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the Senior Lender to make its MHP Loan, it is hereby declared, understood and agreed as follows:

1. The MHP Regulatory Agreement and the MHP Deed of Trust securing the MHP Note in favor of the Senior Lender, and any and all renewals, modifications, extensions or advances thereunder or secured thereby (including interest thereon) shall unconditionally be and remain at all times liens, claims, or charges on the Development prior and superior to the Junior Lienholder Documents, and to all rights and privileges of the Junior Lienholder thereunder; and the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder are hereby irrevocably and unconditionally subject and made subordinate to the liens, claims or charges of the MHP Deed of Trust and the MHP Regulatory Agreement.

2. This Agreement shall be the whole and only agreement with regard to the

subordination of the Junior Lienholder Documents, together with all rights and privileges of the Junior Lienholder thereunder, to the liens, claims or charges of the MHP Deed of Trust and the MHP Regulatory Agreement, and this Agreement shall supersede and cancel any prior agreements to subordinate the claims, liens or charges of, but only insofar as would affect the priority between the claims, liens or charges of the Junior Lienholder Documents to the MHP Deed of Trust and the MHP Regulatory Agreement including, but not limited to, those provisions, if any, contained in the Junior Lienholder Documents, which provide for the subordination of the lien or charge thereof to another lien or charge on the Property or the Improvements.

3. The Junior Lienholder declares, agrees and acknowledges that:

(a) The Junior Lienholder consents and approves (i) all provisions of the MHP Note, the MHP Deed of Trust and the MHP Regulatory Agreement, and (ii) all agreements among the Junior Lienholder, Borrower and Senior Lender for the disbursement of the proceeds of the MHP Loan, including without limitation any loan escrow agreements which have been provided to the Junior Lienholder for review;

(b) The Senior Lender, in making disbursements of the MHP Loan pursuant to the MHP Note or any other agreement, is under no obligation or duty to, nor has the Senior Lender represented that it will, see to the application of such proceeds by the person or persons to whom the Senior Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) That none of the execution, delivery or recordation of any of the MHP Note, MHP Deed of Trust, or MHP Regulatory Agreement, or the performance of any provision, condition, covenant or other term thereof, will conflict with or result in a breach of the Junior Lienholder Documents or the Junior Lienholder Note; and

(d) The Junior Lienholder intentionally and unconditionally waives, relinquishes, subjects and subordinates the claims, liens or charges upon the Development of the Junior Lienholder Documents, all present and future indebtedness and obligations secured thereby, in favor of the claims, liens or charges upon the Development of the MHP Deed of Trust and the MHP Regulatory Agreement, and understands that in reliance upon, and in consideration of, this waiver, relinquishment, subjection, and subordination, the MHP Loan and advances thereof are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment, subjection and subordination.

4. Senior Lender hereby agrees, but only as a separate and independent covenant of the Senior Lender and not as a condition to the continued effectiveness of the covenants

and agreements of the Borrower and the Junior Lienholder as set forth herein, as follows:

(a)Following a notice from the Senior Lender to the Borrower that a default or breach exists under the terms of the Senior Lender Documents and each of them, the Senior Lender shall promptly (but in no event later than the following business day) send a copy of such notice to the Junior Lienholder and the Junior Lienholder shall have the right, but not the obligation, to cure the default as follows:

(i) If the default is reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, the Junior Lienholder shall have such period to effect a cure prior to exercise of remedies by Senior Lender under the Senior Lender Documents, or such longer period of time as may be specified in the Senior Lender Documents.

(ii) If the default is such that it is not reasonably capable of being cured within thirty (30) days, as determined by the Senior Lender in its sole discretion, or such longer period if so specified, and if the Junior Lienholder (a) initiates corrective action within said period, and (b) diligently, continually, and in good faith works to effect a cure as soon as possible, then the Junior Lienholder shall have such additional time as is determined by the Senior Lender, in its sole discretion, to be reasonably necessary to cure the default prior to exercise of any remedies by Senior Lender.

In no event shall Senior Lender be precluded from exercising remedies if its security becomes or is about to become materially jeopardized by any failure to cure a default or the default is not cured within ninety (90) days after the first notice of default is given, or such longer period of time as may be specified in the Senior Lender Documents.

Nothing in this subparagraph (a) is intended to modify any covenant, term or condition contained in the Senior Lender Documents, including, without limitation, the covenant against creating or recording any liens or encumbrances against the Property without the prior written approval of the Senior Lender.

(b)The provisions of this paragraph 4 are intended to supplement, and not to limit, waive, modify or replace, those provisions of law pertaining to notice and cure rights of junior lenders including, without limitation, those set forth in California Civil Code sections 2924b and 2924c.

5. The Senior Lender would not make the MHP Loan without this Agreement.

6. This Agreement shall be binding on and inure to the benefit of the legal representatives, heirs, successors and assigns of the parties.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8. In the event that any party to this Agreement brings an action to interpret or enforce its rights under this Agreement, the prevailing party in such action shall be entitled to recover its costs and reasonable attorneys' fees as awarded by the court in such action.

9. This Agreement may be signed by different parties hereto in counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be deemed an original of this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON (OR ENTITY) OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above and agree to be bound hereby:

[Signatures follow on page 6 of this Subordination Agreement. The remainder of this page is blank.]

JUNIOR LIENHOLDER:

BORROWER:

APPROVED AS TO FORM:

BY: _____

NAME: _____

ITS: _____

SENIOR LENDER:
The Department of Housing and Community Development, a public agency of the State of California

By: _____
, Closings Manager

[Signatures must be acknowledged.]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4625 **Agenda Date:** 11/4/2025 **Agenda #:** C.27.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Adoption of 2025 Records Retention Schedule for the County Administrator's Office

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT the 2025 Records Retention Schedule for the County Administrator's Office, including the General Administration, Clerk of the Board, Office of Communications and Media, Labor Relations and Law & Justice Information Systems divisions.

FISCAL IMPACT:

The implementation of this schedule is not expected to have any significant fiscal impact. It leverages existing recordkeeping practices and resources.

BACKGROUND:

The County Administrator's Office is responsible for overseeing multiple divisions, each of which manages records that are critical to the efficient operation of county activities. Proper retention of these records is essential to ensure compliance with legal requirements, promote operational efficiency, and safeguard the interests of the county.

The proposed CAO Records Retention Schedule:

- Provides a comprehensive definition of each type of record and identifies the responsible division.
- Specifies the medium in which each record is maintained (e.g., paper, electronic, etc.).
- Identifies the retention period and statutory references governing the lifecycle of each record.

Adoption of this schedule will:

- Promote greater transparency and accountability across all divisions within the County Administrator's Office.
- Ensure strict compliance with state and county recordkeeping requirements.
- Enhance operational efficiency by streamlining the retrieval, storage, and disposal of records.
- Minimize risks associated with improper recordkeeping practices.

By adopting this schedule, the Board will ensure that all divisions within the County Administrator's Office manage records in an efficient, legally compliant, and consistent manner, thereby upholding the county's commitment to transparency, accountability, and operational excellence.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action will result in inconsistent recordkeeping across divisions within the County Administrator's Office.

RECORD SERIES NUMBER	RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION	RETENTION PERIOD (from date of record)	RETENTION MEDIUM (Paper/Electronic)	RECORD DESTRUCTION DATE	STATUTORY REFERENCE
GEN100	**General**				
GEN101	Staff project files - review before destruction, some documents may be permanently retained for historical reference	5 Years	Electronic	End of Retention Period	Department Policy
GEN102	Negotiations correspondence and contracts	5 Years	Electronic/Paper	End of Retention Period, then convert to Electronic	Department Policy
GEN103	Correspondence – administrative documents pertaining to or arising from routine administration or operation of County polices, programs, services and projects	2 Years	Electronic	End of Retention Period	GC 26202
GEN104	Correspondence – policy and program development records pertaining to research and implementation of County policies, programs or services	5 Years	Electronic	End of Retention Period	Department Policy
GEN105	Department copy of contacts, MOU's and agreements	Contract Termination Date + 1 Year	Electronic	End of Retention Period	Department Policy; Records are Perm in Workday
GEN106	Public records requests - includes original request, response, and supporting documentation	2 Years	Electronic	End of Retention Period	GC 26202
GEN107	Procurement cards - logs, statements, TC52's, receipts, travel docs and quarterly review	1 Year	Electronic	End of Retention Period	Records remain in Workday
GEN108	Electronic Deposit Permit (EDP) records	1 Year	Electronic	End of Retention Period	Records remain in Workday
GEN109	Invoices - contractor and purchase orders	Contract Termination Date + 1 Year	Electronic	End of Retention Period	Records remain in Workday
GEN110	Purchasing records - department requisitions, purchase orders	Contract Termination Date + 1 Year	Electronic	End of Retention Period	Department Policy
GEN111	Safety records – includes inspections, training records, accident investigations, complaints	10 Years	Electronic	End of Retention Period	Department Policy; GC 26202
BGT200	**Budget**				
BGT201	Proposed, summary and approved budget books - annual/bi-annual operating budget approved by the Board of Supervisors.	PERM	Electronic	PERM	Department Policy
BGT202	Budget modification worksheets - reallocations by departments during budget Year	2 Years	Electronic	End of Retention Period	Department Policy
PER300	**Personnel**				
PER301	Employee personnel files - department copy of personnel documents, including performance evaluations and goals.	EE Separation Date + 2 Years	Electronic	End of Retention Period	Department Policy
PER302	Travel records	Travel Date + 2 Years	Electronic	End of Retention Period	GC 26202

PER303	Employee security records – parking records relating to issuance of parking permits	EE Separation Date + 2 Years	Electronic	End of Retention Period	Department Policy
PER304	Payroll reports and related records	Fiscal Year End + 2 Years	Electronic	End of Retention Period	GC 26202
DBT400	**Debt Management**				
DBT401	Bond Transcripts Bond Indenture, Trust Agreement, bond counsel opinions, etc.	Maturity Date of Bonds + 6 Years	Electronic	End of Retention Period + 1 Year	Internal Rev. Code 6001, Debt Mgmt. Policy
DBT402	Debt Management			End of Retention Period + 1 Year	
DBT403	Documentation of expenditure of bond proceeds	Maturity Date of Bonds + 6 Years	Electronic	End of Retention Period + 1 Year	Internal Rev. Code 6001, Debt Mgmt. Policy
DBT404	Documentation of use of bond-financed property by public of private sources Management contracts, research agreements, etc.	Maturity Date of Bonds + 6 Years	Electronic	End of Retention Period + 1 Year	Internal Rev. Code 6001, Debt Mgmt. Policy
DBT405	Documentation related to sources of payment or security for the bonds	Maturity Date of Bonds + 6 Years	Electronic	End of Retention Period + 1 Year	Internal Rev. Code 6001, Debt Mgmt. Policy
DBT406	Documentation related to investment of bond proceeds Purchase and sale of securities, SLGS subscriptions, etc.	Maturity Date of Bonds + 6 Years	Electronic	End of Retention Period + 1 Year	Internal Rev. Code 6001, Debt Mgmt. Policy
MEET500	**Meetings (including advisory bodies)**				
MEET501	Meeting agendas	PERM	Electronic/Paper	PERM	Department Policy
MEET502	Meeting minutes	PERM	Electronic/Paper	PERM	Department Policy
MEET503	Ordinances	PERM	Electronic/Paper	PERM	Department Policy
MEET504	Resolutions	PERM	Electronic/Paper	PERM	Department Policy
MEET505	AB 1234 ethics training - certificates	5 Years	Electronic	End of Retention Period	GC 53235.2
MEET506	Legal noticing	PERM	Electronic	PERM	Department Policy
MEET507	Advisory body manual	PERM	Electronic	PERM	Department Policy; GC 26202
MEET508	Vacancy notices and reports	2 Years	Electronic	End of Retention Period	GC 26202; ; GC 26205.1
MEET509	Advisory body applications	2 Years	Electronic	End of Retention Period	GC 26202; ; GC 26205.1
MEET510	Rosters	2 Years	Electronic	End of Retention Period	GC 26202; GC 26205.1
LBR600	**Labor Relations**				
LBR601	Union Transactional Records - union recognition, decertification, elections, unit modification, etc.	PERM	Electronic	PERM	Department Policy
LBR602	MOU Bargaining Records - MOUs, negotiation proposals, notes, logs, tentative agreements, factfinding	PERM	Electronic	PERM	Department Policy
LBR603	Meet & Confer Records - sign in sheets, notes, evidence, summaries	PERM	Electronic	PERM	Department Policy
LBR604	Grievance Records - sign in sheets, notes, evidence, summaries, arbitration records	PERM	Electronic	PERM	Department Policy
LBR605	Requests for Information - communication, documents, notes	2 Years	Electronic	End of Retention Period	Department Policy
LBR606	Labor-Management Committee Records - notes, documents, logs	3 Years	Electronic	End of Retention Period	Department Policy
LBR607	PERB Records - decisions/settlement agreements	PERM	County Counsel Maintains	PERM	Department Policy

CLK700	**Clerk of the Board**				
CLK701	Annual grand jury report	PERM	Electronic/Paper	PERM	Department Policy
CLK702	Claims	9 Years	Electronic	End of Retention Period + 1 Year	Department Policy; GC 25105.5
CLK703	Conflict of Interest Statements - Form 700	7 Years	Electronic	End of Retention Period	GC 81009(e)
CLK704	Conflict of Interest administration files-original code and code updates	PERM	Electronic	PERM	Department Policy
CLK705	Assessment Appeals applications	CL+5 Years	Electronic	End of Retention Period	GC 25105.5
CLK706	Assessment Appeals Withdrawals	5 Years	Electronic	End of Retention Period	GC 25105.5
CLK707	BGO Chron file – memos written to the Board of Supervisors	2 Years	Electronic	End of Retention Period	GC 26202
CLK708	Abatement Appeals – includes withdrawals	5 Years	Electronic	End of Retention Period	Department Policy; GC 26202
COM800	**Office of Communications and Media**				
COM801	Green Sheets - track production jobs	5 Years	Electronic	End of Retention Period	Department Policy
COM802	Photo release form and talent	Final Publication Date + 1 Year	Electronic	End of Retention Period	Department Policy
COM803	OCM/CCTV charges for productions	5 Years	Electronic	End of Retention Period	Department Policy
COM804	Veterans' Voices - crew sheet, billing for client's	2 Years	Electronic	End of Retention Period	Department Policy
COM805	Peg Users - channel access isers, users eligible for use channels	Agreement Termination Date + 2 Years	Electronic	End of Retention Period	Department Policy
COM806	Video Archives - tapes, raw footage, drafts and final versions	5 Years	Electronic	End of Retention Period	Department Policy
LJS900	**Law and Justice Information Systems**				
LJS901	Case management System Migration project files	PERM	Electronic	PERM	Department Policy
LJS902	Warrant Management System, eWarrants (Previously JAWS) project files	PERM	Electronic	PERM	Department Policy
LJS903	Justice Partner related project files	PERM	Electronic	PERM	Department Policy

File #: 25-4638 **Agenda Date:** 11/4/2025 **Agenda #:** C.28.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: ALLOCATION RECOMMENDATIONS FROM COMMUNITY IMPACT FUND - SUPERVISORIAL DISTRICT IV

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

1. APPROVE allocations of Supervisorial District IV Community Impact Funds in an aggregate amount of $511,600;

2. APPROVE and AUTHORIZE the District IV Supervisor, or designee, to enter into contracts related to the allocation of Community Impact Funds in an aggregate amount of $511,600 as outlined in Attachment A.

FISCAL IMPACT:

On June 24, 2025, the Board indicated a desire to allocate $1 million per District from COVID-19 FEMA Reserve funds (now General Fund Appropriation for Contingencies) for direction by each District Supervisor following a community engagement process within each Supervisorial District.

Subsequently, on July 8, 2025, the Board allocated $15,000 per District to fund the costs of community engagement processes to help inform allocation of $1 million District grant programs. The $15,000 per District amounts are separate and in addition to the $1 million per District allocations.

Today's action requests that the Board authorize Community Impact Fund allocations in an aggregate amount of $511,600, as described in Attachment A, following community engagement and allocation solicitation processes facilitated by Supervisorial District IV.

BACKGROUND:

Establishment of the COVID-19 FEMA Reserve

On April 22, 2024 <https://contra-costa.legistar.com/LegislationDetail.aspx?ID=6639234&GUID=5C143422-E0CD-4C15-8BD0-36C645A7A9A6&Options=ID%7CText%7C&Search=FEMA&FullText=1>, the Board of Supervisors directed the County Administrator to claim $37,544,395 in remaining American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to offset a portion of the General Fund

subsidy to the Hospital Enterprise Fund in FY23-24. In addition, the Board directed the County Administrator to take the following actions:

1. Include a General Fund Assigned Reserve designation in a like amount at the conclusion of FY23-24 in recognition of FEMA claims that have not yet been obligated or received and to return to the Board at least annually with an update as to the status of COVID-19 era FEMA Public Assistance program claims; and

2. At that time the Board would make determinations as to whether the General Fund Assigned Reserve designation amount should be reduced based on additional revenue received from FEMA.

On April 30, 2024, the County Administrator's Office processed the final CSLFRF claim in the amount of $37,544,395 as directed by the Board and subsequently reported the transaction in the next quarterly report to the United States Treasury Department effectively concluding the County's ARPA CSLFRF program.

On June 4, 2024 <https://contra-costa.legistar.com/LegislationDetail.aspx?ID=6710249&GUID=5271BE5F-4693-4317-BFDD-C612A4C0B957&Options=ID|Text|&Search=FEMA>, the Board authorized a second transaction to draw the full balance of the ARPA Local Assistance and Tribal Consistency Fund (LATCF) in the amount of $100,000 and similarly allocate a like amount to General Fund Assigned Reserve status.

On September 24, 2024 <https://contra-costa.legistar.com/LegislationDetail.aspx?ID=6869480&GUID=4302899F-FFF5-4CA4-9F52-1AF888B7FDAF&Options=ID%7CText%7C&Search=FEMA&FullText=1>, the Board of Supervisors approved the FY24-25 Adopted Budget as Finally Determined, which includes mandatory schedules outlined in the County Budget Act. *Schedule A, titled "Detail of Provisions for Obligated Fund Balances for Fiscal Year 2024-2025 Final Budgets <https://contra-costa.legistar.com/View.ashx?M=F&ID=13319952&GUID=E180B601-6361-453C-8367-36097CE1ACEE>"* includes a provision for the combined $37,644,395 General Fund Assigned Fund Balance (henceforth referred to as the "COVID-19 FEMA Reserve"), in compliance with the direction from the Board on April 22, 2024 and June 4, 2024 as outlined above.

Year 1 COVID-19 FEMA Reserve Report

In compliance with the Board's direction from April 22, 2024, the County Administrator returned to the Board of Supervisors on April 28, 2025 to provide a Year 1 report on the status of COVID-19 era FEMA Public Assistance program claims. The report was integrated into the FY25-26 budget hearing process.

Specifically, the County Administrator' s report indicated that, as of April 21, 2025, the County had received $74,003,942, or 89.7% of anticipated COVID-19 FEMA Public Assistance funding across 20 of 23 applications for reimbursement. Of the three (3) projects that the County had not yet received funding for, the California Office of Emergency Services (CalOES) and FEMA had already approved the County's full funding request and the payments were being processed.

Below is a complete reconciliation of projects as provided to the Board at the April 28, 2025 presentation:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 4/21/2025

Project #	Submitted Projects	Estimated Claim	Received	FEMA Submission Date	Obligation Metrics[2] Obligation Date	Obligation Months	Payment Metrics[3] Payment Date	Payment Months
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	1/27/2021	3/25/2021	1.9	9/3/2021	5.4
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	1/28/2021	6/23/2021	4.9	8/25/2021	2.1
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	1/28/2021	8/25/2021	7.0	11/10/2021	2.6
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	1/28/2021	5/6/2021	3.3	9/3/2021	4.0
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	1/28/2021	5/6/2021	3.3	9/3/2021	4.0
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	5/20/2021	7/13/2021	1.8	9/3/2021	1.7
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	9/10/2021	2/25/2022	5.6	3/23/2022	0.9
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	12/21/2022	2/10/2023	1.7	4/24/2023	2.4
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	12/21/2022	10/16/2023	10.0	11/30/2023	1.5
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	12/30/2022	1/30/2024	13.2	3/19/2024	1.6
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	10/18/2021	6/3/2024	32.0	12/20/2024	6.7
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	7/26/2021	6/3/2024	34.8	12/9/2024	6.3
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	680,296	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	7/7/2022	6/26/2023	11.8	8/28/2023	2.1
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	12/21/2022	10/3/2024	21.7	1/30/2025	4.0
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	6/5/2023	5/23/2024	11.8	2/20/2025	9.1
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	6/29/2022	11/7/2023	16.5	4/5/2024	5.0
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	11/3/2022	7/25/2024	21.0	1/16/2025	5.8
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,369,236	9/25/2023	2/5/2024	4.4	6/3/2024	4.0
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	0	12/28/2022	7/19/2024	19.0		
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	0	12/30/2022	10/4/2024	21.5		
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	0	7/31/2023	10/3/2024	14.3		
	TOTAL	**$ 82,470,577**	**$ 74,003,942**					
	as % of Total Estimated Claims	*100%*	*89.7%*					
	Total Projects	*23*	*20*					

= Paid; Project Closed Out = Paid; Pending Closeout = Pending Payment = Pending Payment; Project Closed Out

Based on this status report, the County Administrator recommended to the Board that up to $20,971,026 be reclassified from Assigned fund balance to Unassigned fund balance at the conclusion of FY24-25.

This figure was derived from a calculation taking into account three specific factors:

1. The amount outstanding related to COVID-19 FEMA Public Assistance claim payments not yet received totaling $8,177,747;

2. Retention of 10% of the County's total obligated COVID-19 FEMA claims in case of future audit totaling $8,218,169; and

3. $277,453 related to the County's share of Fair Market Value (FMV) costs related to capital assets procured as part of the County's COVID-19 response efforts.

The table below provides a reconciliation between the original COVID-19 FEMA Reserve amount and the proposed amount for FY25-26:

COVID-19 FEMA General Fund Reserve Calculation		
FY24-25 Beginning Balance ("Assigned" Fund Balance)	**$**	**37,644,395**
Less:		
FEMA Payments Outstanding	$	8,177,747
10% Audit Reserve (3 Years Post Closeout; FY28-29)	$	8,218,169
Project 698619 - County Fair Market Value Share	$	271,453
Project 731586 - County Fair Market Value Share	$	6,000
Recommended for Retention as "Assigned" on 6/30/25	**$**	**16,673,369**
Available for Release to "Unassigned" on 6/30/25	**$**	**20,971,026**

Ultimately, the Board directed the County Administrator to continue to return annually to provide similar updates on the status of the COVID-19 FEMA Reserve and to decrease amount held in the COVID-19 FEMA Reserve fund balance by $20,971,026, from $37,644,395 to $16,673,369 for FY25-26 - consistent with the County Administrator's recommendation.

Allocation of Released COVID-19 FEMA Reserve - $20,971,026

The reduction of the COVID-19 FEMA Reserve in the amount of $20,971,026 effectively reclassified that funding amount from Assigned General Fund Balance to Unassigned General Fund Balance.

Following that reclassification, and as part of the FY25-26 budget hearings, the Board allocated $6,241,158 of the released funding to support certain programs and designated the remaining $14,729,868 to be appropriated within the General Fund "Appropriation for Contingencies". Appropriations for Contingencies is a unique cost center within the General Fund containing appropriated funds - typically for use in exigent circumstances - and specifically requires a four-fifths (4/5s) vote of the Board for any transfers from that cost center.

Below is a reconciliation of allocations of the released $20,971,026 COVID-19 FEMA Reserve:

COVID-19 FEMA General Fund Reserve FY25-26 Allocation of Released Funding		
SAFE Center	$	3,500,000
Stand Together CoCo	$	2,341,158
Refugee Resettlement	$	400,000
Appropriation for Contingencies	$	14,729,868
Total	**$**	**20,971,026**

Update on Status of COVID-19 FEMA Public Assistance Claims - as of October 10, 2025

Since the adoption of the FY25-26 budget, the County has received the remaining three (3) COVID-19 FEMA

Public Assistance program claims anticipated during the April 2025 budget hearings along with an additional allocation related to a testing claim cumulatively totaling $8,181,373. As of this writing, the County has received $82,185,315, or 99.7% of anticipated funding across all 23 reimbursement requests submitted.

The County continues to work with FEMA and CalOES on formal closeout of three (3) projects and anticipate a final payment to the County of approximately $112,421 at conclusion.

Below is a complete reconciliation of COVID-19 FEMA projects as of October 10, 2025:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 10/10/2025

Project #	Submitted Projects	Estimated Claim	Claimed	Received
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	$ 144,796
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	276,467
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	380,374
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	384,174
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	417,331
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	2,006,732
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	2,805,170
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	1,240,517
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	555,062
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	637,756
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	50,042
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	13,886,851
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	4,012,966
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	686,296	686,296
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	10,197,540
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	3,649,683
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	979,848
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	4,914,058	5,256,138
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	1,295,515	1,295,515
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	14,515,020
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	15,797,082
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,823,534	1,711,112
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	1,620,297	1,298,844
	TOTAL	**$ 82,470,577**	**$ 82,294,110**	**$ 82,185,315**
	as % of Total Estimated Claims	*100%*	*99.8%*	*99.7%*
	Total Projects	*23*	*23*	*23*

= Paid; Project Closed Out = Paid; Pending Closeout

Establishment of Community Impact Fund Program

Following the FY25-26 budget hearings, the Board established and developed the Community Impact Fund program using the former FEMA Reserve funds over the course of several Board meetings between June and August 2025. Below is a summary of actions from each meeting:

Board Direction on June 24, 2025

On June 24, 2025, the Board provided direction on next steps to staff, including:

1. Indicated a desire to allocate $1 million per District from the General Fund Appropriation for Contingencies for direction by each District Supervisor, requested each Supervisor to conduct a community engagement process within their respective Districts and the County Administrator to provide a webpage to gain public input on allocations specifically for rapid rehousing, food insecurity and rental assistance;

2. The County Administrator's Office was directed to return to the Board on July 8, 2025 with information to assist the Board in making funding allocations to each District office for cost of conducting community outreach, including town hall meetings in each Supervisorial District, regarding the allocation of funds identified in No. 1 above; and

3. The Board and the County Administrator would return to the August 5, 2025 Board meeting to report on the outcomes of the community engagement processes outlined above and determine whether to make further allocations from the General Fund Appropriation for Contingencies in addition to the $5 million previously identified for District allocations.

Board Direction on July 8, 2025

On July 8, 2025, the Board provided direction on next steps to staff, including:

1. Setting October 21, 2025 as the return date for the discussion on the allocation of each $1 million Supervisorial District allocation to allow each District office sufficient time to establish their respective community engagement processes and to allow time for better understanding of the local impacts to the County from federal legislation and state budget adoption;

2. Directed staff to work with each District office on a proposed set of common questions for use in facilitating a community survey. The community survey could be used by each Supervisorial District office while conducting their respective community engagement processes as well as being posted on the County website for interested parties to complete; and

3. Return to the Board on August 12, 2025 for final review and approval of the community survey and distribution approach.

Board Direction on August 12, 2025

On August 12, 2025, the Board provided direction on next steps to staff, including:

1. Formally titling the grant program the "Community Impact Fund"; and

2. Provided final feedback on and authorized release of the Community Impact Fund Community Survey.

Board Direction on October 21, 2025

On October 21, 2025, the Board authorized initial allocations from the District IV Community Impact Fund program totaling $474,625.

Release of Community Impact Fund Survey and Allocation Logistics

Following direction from the Board on August 12, 2025, the County Administrator's Office finalized and released the Community Impact Fund Survey on August 25, 2025 in both English and Spanish. The survey ran through September 30, 2025 and received 2,758 community responses.

Consistent with the discussion at the August 12, 2025 Board meeting, staff developed a public dashboard to communicate the results of the survey, including the ability to disaggregate survey responses through several demographic filters.

The Community Impact Fund Survey Dashboard has been published and can be accessed here: <https://www.contracosta.ca.gov/Community-Impact-Fund>.

In addition, the County Administrator's Office has provided Supervisorial District staff with logistical support in preparation for presenting allocations for final approval to the full Board. This includes developing a common reporting spreadsheet to summarize allocation proposals by District and developing a process to assist in the timely development of related contracts following approval by the Board.

Conclusion

Today's action requests that the Board allocate an additional $511,600 of Community Impact Funds from the Supervisorial District IV allocation following a comprehensive community engagement and funding solicitation process led by Supervisor Carlson.

As a reminder, in recognition that several community engagement and allocation solicitation processes remain in progress, as well as staff analysis related to the impacts of recent federal legislation and the State budget adoption, the larger discussion of Community Impact Funds was previously rescheduled to the November 18, 2025 discussion calendar.

CONSEQUENCE OF NEGATIVE ACTION:

The Community Impact Fund allocations sponsored by Supervisorial District IV will not be formally approved by the Board.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: ALLOCATION RECOMMENDATIONS FROM COMMUNITY IMPACT FUND – SUPERVISORIAL DISTRICT IV

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

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RECOMMENDATIONS:

1. APPROVE allocations of Supervisorial District IV Community Impact Funds in an aggregate amount of $511,600;

2. APPROVE and AUTHORIZE the District IV Supervisor, or designee, to enter into contracts related to the allocation of Community Impact Funds in an aggregate amount of $511,600 as outlined in Attachment A.

FISCAL IMPACT:

On June 24, 2025, the Board indicated a desire to allocate $1 million per District from COVID-19 FEMA Reserve funds (now General Fund Appropriation for Contingencies) for direction by each District Supervisor following a community engagement process within each Supervisorial District.

Subsequently, on July 8, 2025, the Board allocated $15,000 per District to fund the costs of community engagement processes to help inform allocation of $1 million District grant programs. The $15,000 per District amounts are separate and in addition to the $1 million per District allocations.

Today's action requests that the Board authorize Community Impact Fund allocations in an aggregate amount of $511,600, as described in Attachment A, following community engagement and allocation solicitation processes facilitated by Supervisorial District IV.

BACKGROUND:

Establishment of the COVID-19 FEMA Reserve

On April 22, 2024, the Board of Supervisors directed the County Administrator to claim $37,544,395 in remaining American Rescue Plan Act (ARPA), Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) to offset a portion of the General Fund subsidy to the Hospital Enterprise Fund in FY23-24. In addition, the Board directed the County Administrator to take the following actions:

1. Include a General Fund Assigned[1] Reserve designation in a like amount at the conclusion of FY23-24 in recognition of FEMA claims that have not yet been obligated or received and to return to the Board at least annually with an update as to the status of COVID-19 era FEMA Public Assistance program claims; and

2. At that time the Board would make determinations as to whether the General Fund Assigned Reserve designation amount should be reduced based on additional revenue received from FEMA.

On April 30, 2024, the County Administrator's Office processed the final CSLFRF claim in the amount of $37,544,395 as directed by the Board and subsequently reported the transaction in the next quarterly report to the United States Treasury Department effectively concluding the County's ARPA CSLFRF program.

On June 4, 2024, the Board authorized a second transaction to draw the full balance of the ARPA Local Assistance and Tribal Consistency Fund (LATCF) in the amount of $100,000 and similarly allocate a like amount to General Fund Assigned Reserve status.

On September 24, 2024, the Board of Supervisors approved the FY24-25 Adopted Budget as Finally Determined, which includes mandatory schedules outlined in the County Budget Act[2]. Schedule A, titled *"Detail of Provisions for Obligated Fund Balances for Fiscal Year 2024-2025 Final Budgets"* includes a provision for the combined $37,644,395 General Fund Assigned Fund Balance (henceforth referred to as the "COVID-19 FEMA Reserve"), in compliance with the direction from the Board on April 22, 2024 and June 4, 2024 as outlined above.

Year 1 COVID-19 FEMA Reserve Report

In compliance with the Board's direction from April 22, 2024, the County Administrator returned to the Board of Supervisors on April 28, 2025 to provide a Year 1 report on the status of COVID-19 era FEMA Public Assistance program claims. The report was integrated into the FY25-26 budget hearing process.

Specifically, the County Administrator' s report indicated that, as of April 21, 2025, the County had received $74,003,942, or 89.7% of anticipated COVID-19 FEMA Public Assistance funding across 20 of 23 applications for reimbursement. Of the three (3) projects that the County had not yet received funding for, the California Office of Emergency Services (CalOES) and FEMA had already approved the County's full funding request and the payments were being processed.

Below is a complete reconciliation of projects as provided to the Board at the April 28, 2025 presentation:

[1] GASB Statement No. 54 defines five categories of fund balance, each with different levels of constraint: *nonspendable, restricted, committed, assigned, and unassigned*. Among these, the "assigned" fund balance allows for the most discretion by the governing board. It is used to designate funds for specific purposes that do not meet the stricter criteria of the other categories.
[2] Government Code §§ 29000–29144

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178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	5/20/2021	7/13/2021	1.8	9/3/2021	1.7
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	9/10/2021	2/25/2022	5.6	3/23/2022	0.9
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680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	12/30/2022	1/30/2024	13.2	3/19/2024	1.6
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	10/30/2023	5/23/2024	6.9	8/21/2024	3.0
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550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	6/29/2022	11/7/2023	16.5	4/5/2024	5.0
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	11/3/2022	7/25/2024	21.0	1/16/2025	5.8
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,369,236	9/25/2023	2/5/2024	4.4	6/3/2024	4.0
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	0	12/28/2022	7/19/2024	19.0		
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719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	0	7/31/2023	10/3/2024	14.3		
	TOTAL	**$ 82,470,577**	**$ 74,003,942**					
	as % of Total Estimated Claims	*100%*	*89.7%*					
	Total Projects	*23*	*20*					

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Based on this status report, the County Administrator recommended to the Board that up to $20,971,026 be reclassified from Assigned fund balance to Unassigned fund balance at the conclusion of FY24-25.

This figure was derived from a calculation taking into account three specific factors:

1. The amount outstanding related to COVID-19 FEMA Public Assistance claim payments not yet received totaling $8,177,747;

2. Retention of 10% of the County's total obligated COVID-19 FEMA claims in case of future audit totaling $8,218,169; and

3. $277,453 related to the County's share of Fair Market Value (FMV) costs related to capital assets procured as part of the County's COVID-19 response efforts.[3]

The table below provides a reconciliation between the original COVID-19 FEMA Reserve amount and the proposed amount for FY25-26:

[3] FEMA may reimburse a portion of the fair market value of capital assets (defined as equipment with a useful life over 1-year and with a per unit cost of over $5,000) purchased for disaster response operations, but only the depreciated cost allocable to the disaster period is eligible. The balance of costs remain the responsibility of the responding entity, in this case, the County.

COVID-19 FEMA General Fund Reserve Calculation		
FY24-25 Beginning Balance ("Assigned" Fund Balance)	**$**	**37,644,395**
Less:		
FEMA Payments Outstanding	$	8,177,747
10% Audit Reserve (3 Years Post Closeout; FY28-29)	$	8,218,169
Project 698619 - County Fair Market Value Share	$	271,453
Project 731586 - County Fair Market Value Share	$	6,000
Recommended for Retention as "Assigned" on 6/30/25	**$**	**16,673,369**
Available for Release to "Unassigned" on 6/30/25	**$**	**20,971,026**

Ultimately, the Board directed the County Administrator to continue to return annually to provide similar updates on the status of the COVID-19 FEMA Reserve and to decrease amount held in the COVID-19 FEMA Reserve fund balance by $20,971,026, from $37,644,395 to $16,673,369 for FY25-26 – consistent with the County Administrator's recommendation.

Allocation of Released COVID-19 FEMA Reserve - $20,971,026

The reduction of the COVID-19 FEMA Reserve in the amount of $20,971,026 effectively reclassified that funding amount from Assigned General Fund Balance to Unassigned General Fund Balance.

Following that reclassification, and as part of the FY25-26 budget hearings, the Board allocated $6,241,158 of the released funding to support certain programs and designated the remaining $14,729,868 to be appropriated within the General Fund "Appropriation for Contingencies"[4]. Appropriations for Contingencies is a unique cost center within the General Fund containing appropriated funds – typically for use in exigent circumstances – and specifically requires a four-fifths (4/5s) vote of the Board for any transfers from that cost center[5].

[4] Government Code § 29084 authorizes the establishment of an appropriation or appropriations for contingencies in such amounts as the board deems sufficient.
[5] Government Code § 29125(a)(2)

Below is a reconciliation of allocations of the released $20,971,026 COVID-19 FEMA Reserve:

COVID-19 FEMA General Fund Reserve FY25-26 Allocation of Released Funding	
SAFE Center	$ 3,500,000
Stand Together CoCo	$ 2,341,158
Refugee Resettlement	$ 400,000
Appropriation for Contingencies	$ 14,729,868
Total	**$ 20,971,026**

Update on Status of COVID-19 FEMA Public Assistance Claims – as of October 10, 2025

Since the adoption of the FY25-26 budget, the County has received the remaining three (3) COVID-19 FEMA Public Assistance program claims anticipated during the April 2025 budget hearings along with an additional allocation related to a testing claim cumulatively totaling $8,181,373. As of this writing, the County has received $82,185,315, or 99.7% of anticipated funding across all 23 reimbursement requests submitted.

The County continues to work with FEMA and CalOES on formal closeout of three (3) projects and anticipate a final payment to the County of approximately $112,421 at conclusion.

Below is a complete reconciliation of COVID-19 FEMA projects as of October 10, 2025:

Contra Costa County
COVID-19 FEMA Project Applications
Status Report, as of 10/10/2025

Project #	Submitted Projects	Estimated Claim	Claimed	Received
146165	Great Plates Delivered - 5/1/2020 to 6/10/2020	$ 144,796	$ 144,796	$ 144,796
166257	Great Plates Delivered - 6/11/2020 to 7/9/2020	276,467	276,467	276,467
166323	Great Plated Delivered - 7/10/2020 to 8/9/2020	380,374	380,374	380,374
166334	Great Plates Delivered - 8/10/2020 to 9/9/2020	384,174	384,174	384,174
166919	Great Plates Delivered - 9/10/2020 to 10/9/2020	417,331	417,331	417,331
178653	Great Plates Delivered - 10/10/2020 to 2/6/2021	2,006,732	2,006,732	2,006,732
243280	Great Plates Delivered - 2/6/2021 to 7/9/2021	2,805,170	2,805,170	2,805,170
240224	Materials - PPE - 3/07/2020 to 5/20/2022	1,240,517	1,240,517	1,240,517
680872	Cleaning Supplies - 3/04/2020 to 6/07/2022	555,062	555,062	555,062
680774	Vaccinations - 12/01/2020 to 05/31/2021	637,756	637,756	637,756
733307	COVID-19 Coordination & Response Efforts - 7/22/2022 - 5/11/2023	50,042	50,042	50,042
186200	Non Congregate Shelter - 7/1/2020 to 1/1/2021	13,886,851	13,886,851	13,886,851
156484	Non-Congregate Shelter - 3/19/2020 to 6/30/2020	4,012,966	4,012,966	4,012,966
731586	COVID Testing Costs - 7/1/2022 to 05/11/2023 (90% of actuals)	686,296	686,296	686,296
240222	Incremental Cleaning Costs - 4/1/2020 to 6/30/2021	10,197,540	10,197,540	10,197,540
685744	Incremental Cleaning Costs - 7/1/2021 to 6/30/2022	3,649,683	3,649,683	3,649,683
719093	COVID Testing Costs Mobile Med - 07/01/2022 - 03/31/2023 (90% of actuals)	979,848	979,848	979,848
687414	COVID Testing Costs - 7/1/2021 to 6/30/2022	4,914,058	4,914,058	5,256,138
719096	Incremental Cleaning Costs - 7/1/2022 to 4/1/2023 (90% of actuals)	1,295,515	1,295,515	1,295,515
240223	Non Congregate Shelter - 1/1/2021 to 3/31/2022	14,515,020	14,515,020	14,515,020
550487	COVID Testing Costs - 2/27/2020 to 6/3/2021	15,814,082	15,814,082	15,797,082
720803	Category Z Mgmt Reimbursement - Ernst & Young Costs[1]	2,000,000	1,823,534	1,711,112
698619	County Emergency Operations Center (EOC) - 03/23/2020 to 07/1/2022	1,620,297	1,620,297	1,298,844
	TOTAL	**$ 82,470,577**	**$ 82,294,110**	**$ 82,185,315**
	as % of Total Estimated Claims	*100%*	*99.8%*	*99.7%*
	Total Projects	*23*	*23*	*23*

= Paid; Project Closed Out = Paid; Pending Closeout

Establishment of Community Impact Fund Program

Following the FY25-26 budget hearings, the Board established and developed the Community Impact Fund program using the former FEMA Reserve funds over the course of several Board meetings between June and August 2025. Below is a summary of actions from each meeting:

Board Direction on June 24, 2025

On June 24, 2025, the Board provided direction on next steps to staff, including:

1. Indicated a desire to allocate $1 million per District from the General Fund Appropriation for Contingencies for direction by each District Supervisor, requested each Supervisor to conduct a community engagement process within their respective Districts and the County Administrator to provide a webpage to gain public input on allocations specifically for rapid rehousing, food insecurity and rental assistance;

2. The County Administrator's Office was directed to return to the Board on July 8, 2025 with information to assist the Board in making funding allocations to each District office for cost of conducting community outreach, including town hall meetings in each Supervisorial District, regarding the allocation of funds identified in No. 1 above; and

3. The Board and the County Administrator would return to the August 5, 2025 Board meeting to report on the outcomes of the community engagement processes outlined above and determine whether to make further allocations from the General Fund Appropriation for Contingencies in addition to the $5 million previously identified for District allocations.

Board Direction on July 8, 2025

On July 8, 2025, the Board provided direction on next steps to staff, including:

1. Setting October 21, 2025 as the return date for the discussion on the allocation of each $1 million Supervisorial District allocation to allow each District office sufficient time to establish their respective community engagement processes and to allow time for better understanding of the local impacts to the County from federal legislation and state budget adoption;

2. Directed staff to work with each District office on a proposed set of common questions for use in facilitating a community survey. The community survey could be used by each Supervisorial District office while conducting their respective community engagement processes as well as being posted on the County website for interested parties to complete; and

3. Return to the Board on August 12, 2025 for final review and approval of the community survey and distribution approach.

Board Direction on August 12, 2025

On August 12, 2025, the Board provided direction on next steps to staff, including:

1. Formally titling the grant program the "Community Impact Fund"; and

2. Provided final feedback on and authorized release of the Community Impact Fund Community Survey.

Board Direction on October 21, 2025

On October 21, 2025, the Board authorized initial allocations from the District IV Community Impact Fund program totaling $474,625.

Release of Community Impact Fund Survey and Allocation Logistics

Following direction from the Board on August 12, 2025, the County Administrator's Office finalized and released the Community Impact Fund Survey on August 25, 2025 in both English and Spanish. The survey ran through September 30, 2025 and received 2,758 community responses.

Consistent with the discussion at the August 12, 2025 Board meeting, staff developed a public dashboard to communicate the results of the survey, including the ability to disaggregate survey responses through several demographic filters.

The Community Impact Fund Survey Dashboard has been published and can be accessed here: https://www.contracosta.ca.gov/Community-Impact-Fund.

In addition, the County Administrator's Office has provided Supervisorial District staff with logistical support in preparation for presenting allocations for final approval to the full Board. This includes developing a common reporting spreadsheet to summarize allocation proposals by District and developing a process to assist in the timely development of related contracts following approval by the Board.

Conclusion

Today's action requests that the Board allocate an additional $511,600 of Community Impact Funds from the Supervisorial District IV allocation following a comprehensive community engagement and funding solicitation process led by Supervisor Carlson.

As a reminder, in recognition that several community engagement and allocation solicitation processes remain in progress, as well as staff analysis related to the impacts of recent federal legislation and the State budget adoption, the larger discussion of Community Impact Funds was previously rescheduled to the November 18, 2025 discussion calendar.

CONSEQUENCE OF NEGATIVE ACTION:

The Community Impact Fund allocations sponsored by Supervisorial District IV will not be formally approved by the Board.

Contra Costa County

Community Impact Fund Grant Program, Supervisorial District Recommendations

ATTACHMENT A

	Department	Contractor	Term Start	Term End	Contract Amount	Program Description	Contract Deliverables	Performance Measures
	District 4	Mental Health Connection	1/1/2026	12/31/2026	$ 100,000	Deliver innovative, evidence-based programs.Improve the mental health and well-being of individuals. Reduce barriers to employment for those living with serious mental health issues. Help members develop the skills and confidence to enter or re-enter the workforce and/or return to post-secondary education	Funds will enable Mental Health Connection to strengthen existing programs and implement new programs, such as: 1. Horticulture Program 2. Multimedia Program 3. Cooking Classes and 4. Clerical/Date Entry & Reception Work Program.	Submit data points to the Data Sharing Network national database, which allows them to measure and track the efficacy of the evidence-based Clubhouse model, and compare the measurements to similar programs from around the country
	District 4	Contra Costa Humane Society	1/1/2026	12/31/2026	$ 60,000	To improve the quality of life for dogs and cats in the community, find homes for animals in need and provide support for people who need assistance with care for their animals.	The funds will be used to fund two of Contra Costa Historical Society's most vital community outreach progams: AniMeals and SNAP. AniMeals helps pets stay with their families and out of shelters. SNAP is the Spay and Neuter Assistance Program which provides spay and neuture services to companion animals of CCC residents.	Monthly reports will be used to measure success. AniMeals reports/track food donations, distribution partners, number of clients per distribution, number of pets by species and the pounds of food distributed at each location. SNAP reports include the number of pets altered in each SNAP clinic, the size, gender and species of each animal and the number of clients served as well as those on the wait list.
	District 4	18 Reasons	1/1/2026	12/31/2026	$ 100,000	To empower the community to buy, cook and eat good food everyday with free healthy groceries and hands-on nutrition education.	18 Reasons will use the Community Impact Fund to deliver 10 six-week Cooking Matters courses in Contra Costa County District IV. Cooking Matters is a hands-on nutrition education program that empowers low-income families to shop for and prepare healthy, affordable meals. This investment is especially critical in District IV.	18 Reasons will evaluate program success using both quantitative and qualitative methods, including tracking attendance, retention, and course completion rates. Pre- and post-program surveys and feedback will measure changes in participants' nutrition knowledge, cooking confidence, food security, and healthy habits. This multi-layered approach ensures measurable outcomes and a deeper understanding of the program's long-term impact on District IV families.
	District 4	Care Parent Network	1/1/2026	12/31/2026	$ 20,000	Care Parent Network (CPN) s a one-stop family resource center serving families of children with disabilities and special health care needs. CPN provides emotional support, information, training, resources, and help navigating service systems.	Care Parent Network will launch Empowered Families, Stable Futures, a 12-month initiative that integrates individualized education plan (IEP) advocacy training, Medi-Cal and Regional Center navigation, and parent peer support. The project will include bilingual IEP workshops, workshops on Medi-Cal redeterminations and Regional Center services, and monthly peer support groups facilitated by trained parent mentors.	Care Parent Network will track outcomes through pre- and post-surveys, case management notes, and partner referrals. Metrics will include knowledge gained, confidence in advocacy, successful Medi-Cal reinstatements, and individual education plan (IEP) meeting attendance. Family stories will be used to capture qualitive impact.
	District 4	Winter Nights Family Shelter, Inc	1/1/2026	12/31/2026	$ 60,000	Winter Nights Family Shelter exists to protect homeless families by providing shelter in a clean, safe and warm environment and help families to break the homelessness cycle by assisting them towards self-sufficieny and into stable housing	Winter Nights Family Shelter, Inc. will use funds for one-time investments that strengthen its capacity to serve families experiencing homelessness in Contra Costa County. Funds will support staff training, governance development, emergency preparedness, and essential office upgrades to enhance safety, efficiency, and professionalism. These improvements will ensure the organization remains strong, sustainable, and equipped to meet the evolving needs of District IV families.	Success for this project will be measured by the completion and implementation of planned capacity-building activities. Winter Nights Family Shelter, Inc. will track purchases, staff and board training participation, and use post-training evaluations to assess improvements in knowledge, confidence, and preparedness. Enhanced staff skills, safer sites, and stronger infrastructure will enable more effective and sustainable support for families, with anecdotal feedback highlighting real-world impacts.
	District 4	St. Agnes St. Vincent de Paul	1/1/2026	12/31/2026	$ 20,000	Network of friends, insprired by Gospel values, growing in holiness and building a more just world through personal realtionships and service to people in need.	St. Vincent de Paul will use the funds to provide emergency rental and utility assistance to families facing eviction or shut-off of electric, water or gas services. The main focus will be individuals within the Sober Living Environment population.	SVdP will use the SVdP Seattle Database to track all assistance that they are currently providing. The database will allow SVdP to easily identify the specific number of people served and amount of funds distributed. A survey to the recipients will also be taken.
	District 4	Empower Aging	1/1/2026	12/31/2026	$ 20,000	Empowered Aging empowers individuals and their families as they navigate the aging continuum, through person-centered advocacy, education and collaborative leadership.	The funds will be used to expand the Ombudsman program and increase capacity for proactive facility visits across District IV.	Using the statewide ODIN database, staff and volunteers record visits, complaints, and resolutions to evaluate responsiveness and outcomes. Feedback from residents, families, and facility staff further informs program effectiveness and guides ongoing improvements.
	District 4	Hope Solution	1/1/2026	12/31/2026	$ 15,000	Hope Solutions heals the effects of poverty and homelessness by providing permanent housing solutions and vital support services to vulnerable families and individuals, working to heal the multi-generational impact of poverty, racism, trauma, substance use, mental health issues, and inadequate access to healthcare.	Hope Solutions will use the funds to support our Youth Enrichment Program (YEP) for children who have experienced homelessness and who are now residing at Garden Park Apartments. The YEP supports services year-round for youth (up to age 18) and families on site. Volunteers provide academic support; other services include social emotional learning, access to nutritional food, school supplies, enrichment activities, parenting groups, academic advocacy, and summer camps. The enrichment services help youth begin to heal from the traumatic effects of homelessness and begin a path toward success.	Hope Solutions will measure program success by tracking the number of clients served in Youth Enrichment Programming and the percentage showing academic improvement. Data is collected through surveys and staff meetings, entered into county and proprietary systems, and reviewed regularly for accuracy and accountability. With strong data management practices and dedicated oversight, Hope Solutions ensures consistent, high-quality reporting and measurable impact across its programs.
	District 4	Cancer Support Community SF Bay Area	1/1/2026	12/31/2026	$ 50,000	Cancer Support Community uplifts and strengthens people impacted by cancer by providing support, fostering compassionate communities, and breaking down barriers to care.	Cancer Support Community will use the funds to expand access to no-cost cancer support services for District IV residents. Funding will cover emergency financial assistance, programmatic support, outreach, communal meal programs, and administrative costs. This investment will help ensure that individuals, especially those from marginalized communities, receive essential care, connection, and resources during and after cancer treatment.	Cancer Support Community tracks service usage and participant demographics to evaluate program reach and impact. Annual surveys measure improvements in stress management, treatment understanding, connection, communication, and quality of life, with a goal of at least 75% of participants reporting positive outcomes.
	District 4	Community Violence Solutions	1/1/2026	12/31/2026	$ 20,000	In partnership with the community, Community Violence Solutions is dedicated to ending sexual assault and family violence through prevention, crisis services, and treatment.	Community Violence Solutions intends to use the funds to support the Children's Interview Center (CIC), a National Children's Alliance-accredited agency and the only Child Advocacy Center in Contra Costa County. The CIC is a safe, agency-neutral, and child-focused setting aimed at reducing trauma for children who are alleged victims of sexual assault and child abuse. The CIC also leads a Multi-Disciplinary Team whose primary goal is to ensure the most effective, coordinated response possible for every child and family.	For reporting and administrative purposes, Community Violence Solutions (CVS) currently uses a secure SQL Server database, with a Microsoft Access front end, to collect all relevant data related to services provided by the Children's Interview Center. CVS staff record demographic details for each case. .
	District 4	Monument First 5 Center	1/1/2026	12/31/2026	$ 36,600	Bay Area Community Resources (BACR) operates the Monument First 5 Center to strengthen families and support early childhood development. The Center provides free services; including parenting classes, playgroups, developmental screenings, and resource assistance to help children enter school healthy and ready to learn. With a focus on equity, the Center fosters community connections, enhances parenting skills, and ensures families have access to the resources they need to thrive.	The First 5 Center will host 12 monthly family-friendly events celebrating cultural identity, fostering belonging, and reducing financial stress for marginalized families. Events will include cross-cultural dialogue, antiracist learning activities, unity workshops, and parent advocacy training to build empathy, equity, and community engagement skills. Funds will support presenters, facilitators, basic needs resources, and supplies for inclusive, family-centered programming.	The First 5 Center will track: attendance at each monthly event, number and type of resources distributed, demographics of families served, family satisfaction and impact surveys (collected mid-year, and the end of the year). Number of families connected to benefits or community services (staff reports). We will measure progress toward goals by comparing outputs.
	District 4	Contra Costa Historical Society	1/1/2026	12/31/2026	$ 10,000	Contra Costa Historical Society is dedicated to preserve, protect, and provide public access to the records and heritage of Contra Costa County.	The Contra Costa County Rancho Project is a digital initiative preserving and sharing the history of 16 Mexican Ranchos and their families, highlighting their lasting cultural impact. The digital exhibit removes financial and physical barriers, allowing students countywide to access interactive, educational programming without visiting the small CCCHS History Center. With research complete, the project seeks $50,000 in total from all 5 districst, to design and implement the website after federal grant funding was eliminated.	Website tracking will help Contra Costa Historical Society monitor access and success. K-12 programming built in the exhibit will encourage feedback from professors and students which will be a direct measurement of the program's impact.
					$ 511,600			

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-384 **Agenda Date:** 11/4/2025 **Agenda #:** C.29.

To: **Board of Supervisors**

From: Monica Nino, County Administrator

Report Title: Agreement with the California Department of Forestry and Fire Protection

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting as the governing Board of the Crockett-Carquinez Fire Protection District, RATIFY the Fire Chief's application of grant funding from the California Department of Forestry and Fire Protection (CAL Fire) for the Volunteer Fire Capacity Grant, to received funding in an amount up to $18,578 and ADOPT a Resolution to APPROVE and AUTHORIZE the Fire Chief, or designee to execute the related agreement with CAL Fire, to purchase personal protective equipment for the Fire District.

FISCAL IMPACT:
Approval of this request will ratify the Fire Chief's grant application, and with the recent letter of award, receive grant funding of up to $18,578. The funding will allow the District to purchase personal protective equipment for a total approved project of $37,156. The award of funding requires the District to provide a match of 50% of the total grant amount awarded, which is budgeted in the District's FY 2025-26 budget.

BACKGROUND:
Crockett-Carquinez Fire Department is a volunteer/paid on-call fire department serving the communities of Crockett, Port Costa, Valona, and Tormey. The Crockett-Carquinez Fire Protection District relies on external funding and has the opportunity to receive grant funding from CAL Fire.

The Volunteer Fire Capacity (VFC) Program is a federally funded grant program that allows California to provide local and rural fire departments with minor firefighting, training, communications and safety equipment for their volunteer firefighters. The VFC Program is not intended for major equipment purchases (fire engines, vehicles, etc.) or capital repairs. This funding would allow Crockett-Carquinez Fire Protection District to purchase personal protective equipment (PPE), which is essential for the fire personnel to meet state requirements.

The VFC Program has a 50/50 match provision, which requires the awarded entity to be able to meet the intended grant award, dollar for dollar. Due to the quick turnaround time of the grant notification to the submission deadline, the District applied for this funding opportunity. The District received award notification and approval of this request will authorize the Fire Chief to execute the necessary grant agreement for the purchase of approximately $37,156 worth of PPE gear and water bottles.

CONSEQUENCE OF NEGATIVE ACTION:
The District will not be able to receive grant funding and use it towards purchasing much needed equipment for Fire staff.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF, **Approving the Department of Forestry and Fire Protection Agreement #7FG25033** for services from the date of last signatory on page 1 of the Agreement to August 31, 2026, under the Volunteer Fire Capacity Program of the Cooperative Forestry Assistance Act of 1978.

WHEREAS, The Cal Fire Volunteer Capacity Grant will provide Crockett-Carquinez Fire Protection District with necessary funding to secure additional personnel safety equipment.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Crockett-Carquinez Fire Protection District, that said Board does hereby approve the Agreement execution with the California Department of Forestry and Fire Protection dated as of the last signatory date on page 1 of the Agreement, and any amendments thereto. This Agreement provides for an award, during the term of this Agreement, under the Volunteer Fire Capacity Program of the Cooperative Fire Assistance Act of 1978 during the State Fiscal Year 2025-26 up to and no more than the amount of $18,577.98.

BE IT FURTHER RESOLVED that said Board is authorizing Fire Chief, Dean Colombo, who is hereby authorized to sign and execute said Agreement and any amendments on behalf of the Crockett-Carquinez Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4548 **Agenda Date:** 11/4/2025 **Agenda #:** C.30.

To: Board of Supervisors

From: Diana Becton, District Attorney

Report Title: Purchase Order and Related Software License Agreement with JDI Ventures, LLC.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent or designee to execute, on behalf of the District Attorney, a purchase order and related license agreement with JDI Ventures, LLC in an amount not to exceed $2,840 for the Criminal Justice Information System (CJIS) online training platform, for the period November 1, 2025 through October 31, 2026.

FISCAL IMPACT:
Approval of this action will result in expenditures up to $2,840 which have been included in the Department's FY25-26 Budget.

BACKGROUND:
The District Attorney's Office utilizes the CJIS online training platform provided by JDI Ventures, LLC, to deliver cyber security and CJIS training for all staff members across all departmental office locations. This platform supports efforts to prevent cybersecurity threats and ensures proper handling of CJIS-related information.

Approval of the purchase order and the related Software License Agreement will allow the District Attorney's Office to continue using this training tool. The Software License Agreement includes a limitation of liability and indemnification under which the County agrees to hold JDI Ventures, LLC harmless from any claims arising out of the performance under this agreement.

CONSEQUENCE OF NEGATIVE ACTION:
Without executing the purchase order and the related Software License Agreement with JDI Ventures, LLC, the District Attorney's Office will be unable to continue using the CJIS online training platform to support staff training in cybersecurity awareness and handling of criminal justice information.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-371 **Agenda Date:** 11/4/2025 **Agenda #:** C.31.

To: **Board of Supervisors**

From: Marla Stuart, Employment and Human Services Director

Report Title: Revenue Agreement # 39-998-2 (CSB) Apply and accept funding from the California Department of Education for the California State Preschool Program

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Resolution No. 2025-XX to approve and authorize the Employment and Human Services Department Director, or designee, to apply for, accept and execute the Continued Funding Application including any amendments or extensions thereof pursuant to State guidelines, with the California Department of Education, in the amount of $22,768,087 to provide state preschool services to eligible children and families, allowing the total funding amount to increase up to $23,906,492 for the period July 1, 2026 through June 30, 2027**.**

FISCAL IMPACT:

Funded by 100% State, all of which will be budgeted in FY 2026-27. There is no County match required.

BACKGROUND:

California State Preschool Program (CSPP) and the California Prekindergarten and Family Literacy Support (CPKS), funded by the California Department of Education (CDE), are state programs that promote the school readiness of children ages three (3) through five (5) years old from low-income families. CPKS funds are an expenditure-only agreement that supplements CSPP total funds, of which $22,740,587 of the funding is for CSPP and $27,500 is for the Prekindergarten and Family Literacy Program (CPKS).

On August 22, 2025, CDE issued Management Bulleting 25-08 notifying CSPP Executive Officers and Program Directors of the Continued Funding Application for the Fiscal Year 2026-2027. Per California Code of Regulations, Title 5 (5CCR), Contra Costa County Employment and Human Services is submitting a CFA request from the Child Development Division. By authorizing the signature of Employment and Humans Services Director, the application will meet all requirements for submission of FY 2026-2027 CFA to CDE.

On December 17, 2024, the Board approved the Continued Funding Application (CFA) for Fiscal Year 2025-2026 (File #24-4464).

Approval of this Resolution will allow the continued provision of the CSPP and CPKS services to program eligible children and families, and to authorize approval of any amendments during the 2026-2027 term.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to receive funding to operate California State Preschool Programs for eligible children and families in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This Resolution supports three of the community outcomes established in the Children's Report Card: 1) "Children Ready for and Succeeding in School" 3) "Families that are Economically Self-sufficient": and 4) Families that are Safe, Stable, and nurturing" by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Continued Funding Application Fiscal Year 2026-2027 for California State Preschool Program (CSPP) and the California Prekindergarten and Family Literacy Support (CPKS) Program

WHEREAS, all contracting agencies with a governing board are required to obtain formal board approval of the Continued Funding Application (CFA) for the California State Preschool Program (CSPP) and the California Prekindergarten and Family Literacy Support (CPKS) Program for Fiscal Year 2026-2027, and

WHEREAS, by authorizing the Employment and Human Services Director to sign the CFA, the application will meet all requirements for submission to execute Fiscal Year 2026-2027 CFA to California Department of Education (CDE), and

WHEREAS, approval of this item will allow the continued provision of the CSPP and CPKS services to program eligible children and families, and

WHEREAS, CSPP provides child development services for children three (3) through five (5) years of age, and

WHEREAS, this program provides a learning environment that supports children's growth in language and literacy; cognition and general knowledge; physical development and health; social and emotional development, and

WHEREAS, CPKS prompts and supports interactive literacy activities for children and families enrolled in CSPP, and

WHEREAS, the programs also provide meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors ADOPT a resolution to approve and authorize the Employment and Human Services Director, or designee, to apply for the Continued Funding Application from the California Department of Education, and to accept a total payment limit up to $22,768,087 for the California State Preschool Program (CSPP) and the California Prekindergarten and Family Literacy Support (CPKS) Program and authorize the approval of any amendments, allowing the total funding amount to increase up to 23,906,492 for the period July 1, 2026 through June 30, 2027.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4550 **Agenda Date:** 11/4/2025 **Agenda #:** C.32.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #18-509-0 (WDB) Making Waves Foundation, Inc. Contract for Measure X: Youth Centers Initiative

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Making Waves Foundation, Inc., in an amount not to exceed $414,866 to provide youth employment and job readiness services under the Youth Centers Initiative for the period September 1, 2025 through August 31, 2027.

FISCAL IMPACT:

100% County funded by Measure X of which 42% is budgeted in FY 2025-26, 50% will be budgeted in FY 2026-27, and 8% will be budgeted in FY 2027-28.

BACKGROUND:

On November 16, 2021 the Board of Supervisors passed item D.5 which allocated $10 million one-time for start-up costs and $ 3,500,000 annually for ongoing costs to Employment and Human Services for Youth Centers; allocations through FY 25/26 total $30,421,101.00, of which $25,634,347 is earmarked for one-time costs.

To address this population, Making Waves Foundation, Inc., will deliver Youth Employment and Job Readiness Services via their Career-Connected Learning for Contra Costa Youth program for up to 25 younger teens (ages 12-15) and 25 older teens (ages 16-18) in District 4. Their programming integrates a project-based learning framework with work-based learning activities to provide real-world career exposure and skill development. Youth gain exposure to career pathways, develop key employability skills, and access additional opportunities for workforce training and support that are age appropriate. Making Waves Education Foundation, Inc. provides drop-in career guidance as well as unlimited access to an online career development platform with interactive assessments, virtual job shadowing experiences, and career research tools. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County will not be able to fulfill its obligations under Measure X.

CHILDREN'S IMPACT STATEMENT:
This Contract supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4551 **Agenda Date:** 11/4/2025 **Agenda #:** C.33.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: WFS - Contract 20-732-0 Bay Area Legal Aid

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Bay Area Legal Aid in an amount not to exceed $94,700 to implement comprehensive benefits counseling for the Contra Costa THRIVES Guaranteed Basic Income Program participants for the period December 1, 2025 through June 30, 2028.

FISCAL IMPACT:

75% Measure X and 25% AB 109 funds of which $49,500 is budgeted in FY 25/26; $34,950 will be budgeted in FY 26/27; and $10,250 will be budgeted in FY 27/28 ($10,250)

BACKGROUND:

On October 22, 2024 in the Meeting Minutes, the Board of Supervisors approved D.4. allocating $3.25 million Measure X funds and $1 million AB 109 funds for a Guaranteed Income (GI) Pilot to be administered by the Employment and Human Services Department (EHSD).
On July 8, 2025, the Board of Supervisors approved D.1. approving the Contra Costa THRIVES Guaranteed Income Pilot Program for administration by the Employment and Human Services Department to serve 170 recipients over an eighteen (18)-month period.
This action is to approve a contract with Bay Area Legal Aid for the provision of individualized benefits counseling to program participants to help them understand how guaranteed income payments may affect their eligibility for existing public benefits programs. Bay Area Legal Aid will provide benefits transition counseling to participants who complete the Contra Costa THRIVES program, offering them appropriate guidance to prepare for the loss of income upon program completion. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance under this contract.

CHILDREN'S IMPACT STATEMENT:

This contract supports four of the five Contra Costa County's community outcomes of the Children's Report Card, (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are

Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families".

CONSEQUENCE OF NEGATIVE ACTION:
Should the proposed action not be approved by the Board of Supervisors, EHSD may need to identify and train internal staff to deliver benefits counseling, which will delay program implementation. Providing benefits counseling is not optional, as participants must be fully informed about how guaranteed income payments could affect their eligibility for other assistance. Moving forward without this service could lead to unintended loss of benefits, creating financial insecurity for participants. Delaying or omitting this support would be inconsistent with the County's responsibility to ensure the well-being of those it serves.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4552 **Agenda Date:** 11/4/2025 **Agenda #:** C.34.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 19-706-6 (CFS) Stipends to Foster and Birth Parents for Trainings, Workshops and Focus Groups

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay stipends in an amount not to exceed $150 per Resource Family or birth parent for the successful completion of child welfare trainings as approved by the Employment and Human Services Department for a total combined payment amount not to exceed $25,000 for the period July 1, 2025 through June 30, 2027.

FISCAL IMPACT:

75% Federal, 17.5% State and 7.5% County; of which 50% is budgeted in FY 25-26 and 50% will be budgeted in FY 26-27.

BACKGROUND:

The Employment and Human Services Department (EHSD) supports and convenes trainings, meetings, workshops, and focus groups to meet mandated and discretionary training requirements for Resource Families and birth parents. EHSD often includes in their funding application provisions for reasonable stipends to be paid to program participants, in order to encourage participation. The involvement of program participants is critical in designing and modifying effective programs.

The Board of Supervisors has approved prior staff reports supporting stipend payments for this program on July 12, 2011 (C.97), November 5, 2013 (C.79), December 8, 2015 (C.48), May 23, 2017 (C.64), March 12, 2019 (C.57), April 20, 2021 (C.94), and May 16, 2023 (C.41).

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of stipends for the attendance to workshops, training, and focus groups, Resource Families and birth parents may be precluded from attendance and interaction in the ongoing system of change and development of services.

CHILDREN'S IMPACT STATEMENT:

These stipends support three of Contra Costa County's community outcomes of the Children's Report Card", (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families".

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4553 **Agenda Date:** 11/4/2025 **Agenda #:** C.35.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: 20-728-0 (Admin-IT) SolarWinds Observability SaaS Logs with SolarWinds Worldwide, LLC Purchase Order

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee to execute on behalf of the Employment and Human Services Director a purchase order with SolarWinds Worldwide, LLC, subject to SolarWinds' End User License Agreement, in an amount not to exceed $1,761 for the purchase of SolarWinds Observability Subscription for the period November 30, 2025, through November 29, 2028.

FISCAL IMPACT:
54% Federal, 38% State, 8% County; which is all budgeted in FY25/26

BACKGROUND:
The Employment and Human Services Department (EHSD), IT seeks to purchase SolarWinds Worldwide, LLC Observability Software as a Service (SaaS) Logs-1 GB/Month, 30-Day Retention based service. A monthly service that provides log management and analysis capabilities within SolarWinds Observability platform. This monitoring will enable EHSD IT to proactively identify problems and work on solutions in a timely manner. This purchase order is subject to an end user license agreement with Supplemental Terms and Conditions that includes an indemnification provision from the County to SolarWinds for claims based on the County's use of the services and a limitation of liability that caps liability at the amount of fees paid in the twelve months prior to any claim arising. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:
The County, EHSD IT, would lose real-time log visibility, increasing the risk of slower problem resolution, security vulnerabilities, system downtime, and compliance issues.

CHILDREN'S IMPACT STATEMENT:
This purchase order supports all five of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive

Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4554 **Agenda Date:** 11/4/2025 **Agenda #:** C.36.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Contract #20-723-0 (AAS) TransUnion Risk and Alternative Data Solutions, Inc.'s TRADS Services Purchase Order

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Employment and Human Services Director, a purchase order with TransUnion Risk and Alternative Data Solutions, Inc., subject to TransUnion's Subscriber Agreement Additional Terms and Conditions, for the purchase of TransUnion's TRADS services, in an amount not to exceed $8,820, for the period October 1, 2025 through September 30, 2028.

FISCAL IMPACT:

54% Federal, 38% State, 8% County; all of which is budgeted in FY25/26.

BACKGROUND:

The Employment and Human Services Department (EHSD) seeks to purchase TransUnion Risk and Alternative Data Solutions, Inc.'s TRADS Services, which is an information service used by Aging & Adult Services Public Administrator's office. This enables EHSD users to quickly locate individuals, verify information, and assess risk. TransUnion's Subscriber Agreement Additional Terms and Conditions includes modified indemnification and a limitation of liability that caps liability to direct damages not to exceed the fee paid by the subscriber for the TRADS services obtained which gives rise to any first such claim. This vendor was selected per procurement requirements outlined in Administrative Bulletin 600.3.

CONSEQUENCE OF NEGATIVE ACTION:

Aging and Adult Services will be unable to perform their due diligence or access critical records that could impact clients' lives.

CHILDREN'S IMPACT STATEMENT:

This Purchase Order supports all five (5) of the community outcomes established in the Children's Report Card: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood";(3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable

and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families," by supporting staff working directly with families and children.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4555 **Agenda Date:** 11/4/2025 **Agenda #:** C.37.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-788 with Soda Health, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County (i) Master Services Agreement and (ii) Statement of Work (County Contract #77-788) with Soda Health, Inc, a corporation, in an amount not to exceed $2,100,000, to provide a hosted software solution for a Medicare and Medicaid supplemental benefits program for the distribution and management of restricted debit cards to Contra Costa Health Plan (CCHP) beneficiaries for the period from November 4, 2025, through November 3, 2028, and for successive one (1) year terms thereafter until terminated.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $2,100,000 over a 3-year period and will be funded 100% by Costa Health Plan Enterprise Fund II.

BACKGROUND:
This Contract meets the needs of CCHP by providing its hosted software solution for CCHP's Medicare and Medicaid Services supplemental benefits program for the for the distribution and management of restricted debit cards to CCHP Dual Eligible Special Needs Plan (D-SNP) members. The Department of Health Care Services issued a revision to HCFA-AT-80-38 (BPP) on May 22, 1980, referencing 42 CFR 432.10(a) Standards of Personnel Administration, which CCHP must comply with, including a contractual requirement to establish and maintain methods for personnel administration and in conformity with standards prescribed by the US Civil Service Commission in accordance with Section 208 of the Intergovernmental Personnel Act of 1970 and the regulations on Administration of the Standards for a Merit System of Personnel Administration. CCHP must maintain a benefits distribution program that safeguards consumer protection and ensures seamless member onboarding. This Contract will enable the distribution of availability funds to CCHP D-SNP Members in a secure and controlled manner, covering the costs of certain supplemental benefit expenses, redeeming rewards earned through healthy activities, and purchasing items from an over-the-counter drug catalog.

This Contract supports CCHP's requirement to administer D-SNP Member supplemental benefits securely and in compliance with a Health Insurance Portability and Accountability Act of 1996 (HIPAA). Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times. A summary of service contract deliverables, including measurable outcomes required of the contractor to be monitored by the department in compliance with Section III (B)(7) of the Purchasing Policy (AB600.3), includes the implementation of the program, card management, benefits

enablement and call center services, and County's use of the software platform under the license grant, and access to maintenance and support. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations.

Under this new Contract #77-788, the parties will execute a Master Service Agreement (MSA) (including mutual indemnification and the County's HIPAA Business Associate Addendum (BAA)) and Statement of Work for Contractor's Soda Health Technology solution and services. Under the MSA, each party's liability is limited to the amount paid by County to Soda Health, Inc., under the Contract over the preceding twelve (12) month period to the event giving rise to the liability, except for claims arising out of a breach of Intellectual Property Rights, BAA and Indemnification obligations. Under the MSA, Soda's liability for a breach of Protected Health Information is limited to $10,000,000.

Under the Soda Master Agreement, the County is obligated to indemnify and defend Soda Health, Inc. against third party claims arising from County's breach of the Agreement or county's negligence or willful misconduct in performing this Agreement. The initial term of this Contract begins on the effective date and will continue for two (2) years thereafter and automatically renew for an additional one (1) year terms(s) unless terminated as provided under the Contract.

Approval of this new Contract #77-788 allows the Contractor to provide services through November 3, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, CCHP will not maintain compliance for Medi-Cal and Medicare Advantage Members. Failure to implement this system will result in CCHP being completely unable to participate in D-SNP Medicare Advance resulting in County's loss of state and federal funding.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4556 **Agenda Date:** 11/4/2025 **Agenda #:** C.38.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Sysco San Francisco, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a purchase order with Sysco San Francisco, Inc. in an amount not to exceed $1,000,000 for the purchase of food, paper products and kitchen supplies, such as food storage units, serving utensils, serving pans, anti-fatigue mats and other food service production items for Nutrition Services at Contra Costa Regional Medical Center (CCRMC), for the period from November 1, 2025, through October 31, 2028.

FISCAL IMPACT:
Approval of this action will result in expenditures of up to $1,000,000 over a three-year period from and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Sysco San Francisco, Inc. has been selected as the secondary distributor for Food and Nutrition for Contra Costa Regional Medical Center. Until 2021, Sysco San Francisco, Inc. had been the primary distributor for food and nutrition at CCRMC. The switch to US Foods was made due to the availability of a more comprehensive product selection and lower prices. CCRMC will still require the services of Sysco San Francisco, Inc., who act as a secondary supplier when products are backordered or unavailable from US Foods.

Food and Nutrition Services lost their primary supplier for prepared patient meals in August 2022, as the company made the decision to close their business. Title 22 requires the provision of food quality and quantity to meet the patient's needs in accordance with physicians' orders and, to the extent medically possible, to meet the Recommended Daily Dietary Allowances, adopted by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

On January 10, 2023, the Board of Supervisors approved agenda item C.82 to execute a purchase order with Sysco San Francisco, Inc., in amount not to exceed $1,000,000 for the purchase of food, paper products and kitchen supplies, such as food storage units, serving utensils, serving pans, anti-fatigue mats and other food service production items for Nutrition Services at CCRMC, for the period from November 1, 2022, through October 31, 2025.

Sysco San Francisco, Inc. is an awarded supplier for Food and Nutrition Distribution in the Vizient Group Purchasing Organization (GPO) contract portfolio, which means that CCRMC, a Vizient member, is eligible to

receive substantial rebates and access lower pricing. These purchases will be governed by the Vizient Supplier Agreement entered into between Vizient Supply, LLC and Sysco San Francisco, Inc. on July 1, 2024 (Agreement No. FD9142).

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC will be at risk for violation of Title 22, CMS, and other regulatory agencies, as we may not be able to prepare meals for patients, hospital staff, and visitors.

File #: 25-4557 **Agenda Date:** 11/4/2025 **Agenda #:** C.39.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-752-3 with Roche Diagnostics Corporation

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #76-752-3 with Roche Diagnostics Corporation, a corporation, to amend Contract #76-752 (as amended by Contract Amendments #76-752-1 and #76-752-2), effective October 1, 2025, for additional products, reagents and supplies for the Cobas laboratory analyzer used for patient specimen testing at Contra Costa Regional Medical Center (CCRMC) and to correct the original termination date from December 31, 2032 to February 9, 2030, with no change in the payment limit of $2,577,330.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the original payment limit of $2,577,300 funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:
This Contract meets the needs of CCRMC and its health centers, allowing the Roche Cobas 5800 System, aiding in the automation, integration, consolidation, and standardization of high-volume and molecular testing such as COVID-19 and influenza and allows in-house testing. The Roche Cobas 5800 System includes ancillary test equipment, reagents, and supplies for CCRMC clinical laboratories and pathology to process, test, and analyze patient specimens. CCRMC has been using Roche products since 2010.

On December 21, 2021, the Board of Supervisors approved Contract #76-752 with Roche Diagnostics Corporation, in the amount not to exceed $1,530,425, for the purchase of the Roche Cobas 6800 fully automated patient specimen testing system for the period August 11, 2021, through August 10, 2026.

On February 27, 2024, the Board of Supervisors approved Contract Amendment #76-752-1 with Roche Diagnostics Corporation, effective February 27, 2024, to increase the payment limit by $1,046,875 to a new total of $2,577,300 and extend the term through December 31, 2032, and allow CCRMC to trade in the Cobas 6800 and upgrade its current testing platform to the Cobas 5800 analyzer, which includes specifications required by the Centers for Medicare & Medicaid Services to meet Clinical Laboratory Improvement Amendments and Federal Drug Administration accreditation requirements.

On February 25, 2025, the Board of Supervisors approved Contract Amendment #76-752-2, with Roche Diagnostics Corporation, effective upon execution of this agreement, for additional test kits, reagents and

supplies for the Cobra laboratory analyzer used for patient specimen testing at CCRMC, with no change in the payment limit of $2,577,300 or term.

The extension date was to be 60 months from the commencement date for the Roche Cobas 5800 making the correct contract termination date February 9, 2030.

Approval of Contract Amendment #76-752-3 will allow the Contractor to provide additional products, reagents and supplies needed for patient testing and correct the termination date to February 9, 2030.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, Contra Costa Health will not have the necessary products, reagents and supplies needed for specimen testing at CCRMC needed for patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4558 **Agenda Date:** 11/4/2025 **Agenda #:** C.40.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Gift Card Incentives for Optimizing Population Health: Elevating Patients' Engagement and Reducing Disparities

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to purchase on behalf of the Health Services Director, up to 2,000 Target gift cards each with a $25 value for a total amount not to exceed $50,000 to serve as incentives for engaging and repatriating several patient populations with a specific focus on Well Care Visits and Immunization in children, reducing disparity in African American Population, cancer screening, and perinatal services.

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $50,000 and will be funded by Hospital Enterprise Fund I QIP (Quality Incentive Program) funding.

BACKGROUND:
Contra Costa Regional Medical Center (CCRMC) and Health Centers deliver comprehensive population health services to all patients assigned to the health system. A significant portion of our healthcare funding is linked to the Pay for Performance Project, Quality Incentive Pool (QIP), which prioritizes various aspects of population health. We remain deeply committed to providing high-quality healthcare services, including primary and preventive care, while striving to meet and exceed annual performance goals to secure more than $150 million in Medi-Cal funding each year.

CCRMC employs a range of strategies to engage patients in accessing and utilizing primary care services. Our data and experience indicate that incentive programs can play a pivotal role in increasing participation in preventive and primary disease management services, even among individuals who consider themselves generally healthy.

For children aged 0-15 months, six well-care visits are required; children aged 15-30 months need two visits, and those aged 3-21 years should have at least one annual visit with their primary care provider. These visits are essential, as they include immunizations, developmental screenings, and other critical health assessments. Providing incentives for completing these visits can significantly improve compliance rates and help reduce disparities.

We have identified lower influenza immunization rates among African American patients across all age groups.

Incentive programs have proven effective in recent campaigns and could be instrumental in increasing immunization rates and addressing this disparity.

Similarly, offering incentives for life-saving cancer screenings and consistent perinatal services among adults has the potential to greatly increase participation in these essential health interventions.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, it could negatively affect the health and well-being of vulnerable adults and children, and the performance in the related metrics.

CHILDREN'S IMPACT STATEMENT:
This recommendation supports the following Board of Supervisor's community outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

One of our goals for well-child visits is to reduce health disparities and improve health outcomes. High-quality well-child visits can improve children's health, caregivers' behaviors to promote their children's health, and prevent injury and harm.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4559 **Agenda Date:** 11/4/2025 **Agenda #:** C.41.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #74-475-24(13) with Isaac Burns, LMFT

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #74-475-24(13) with Isaac Burns, LMFT, a sole proprietor, effective November 1, 2025, to amend Contract #74-475-24(11), to increase the payment limit by $80,000 from $200,000 to a new payment limit of $280,000 for additional Medi-Cal specialty mental health services to beneficiaries in East Contra Costa County ages 7 years and older, with no change in the term ending June 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional annual expenditures of up to $80,000 and will be funded by 30% Federal Medi-Cal, 30% State Mental Health Realignment funds, and 40% Contra Costa Health Plan Enterprise Fund II. (No rate increase)

BACKGROUND:
This Contract meets the social needs of County's population by providing Medi-Cal specialty mental health services for members aged seven (7) and over in East Contra Costa County. Services include but are not limited to providing assessment, testing, therapy and medication monitoring for treatment of anxiety, bipolar, depression, grief/loss, personality disorders, substance related disorders, and sexual and gender identity disorders. This Contractor has been providing these services as part of the Department's Behavioral Health Services Network since June 2015.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Welfare and Institutions Code § 5775 et seq.; Welfare and Institutions Code §§ 14680-14685; and California Code of Regulations (CCR), Title 9 § 1810.100 et seq. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 the Department has posted a continuous Request for Qualifications and maintains a current qualified list of vendors at all times.

In July 2024, the Purchasing Services Manager executed Contract #74-475-24(11) with Isaac Burns, LMFT, in an amount not to exceed $200,000 for the provision of Medi-Cal specialty mental health services, for the period July 1, 2024 through June 30, 2026.

Approval of Contract Amendment #74-475-24(13) will allow the Contractor to provide additional Medi-Cal specialty mental health services through June 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, the Contract will not have sufficient funds to pay Contractor and members will not have access to Contractor's additional Medi-Cal specialty mental health services, which could result in increased wait times for services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4560 **Agenda Date:** 11/4/2025 **Agenda #:** C.42.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #26-294-50 with AMN Healthcare Locum Tenens, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-294-50 with AMN Healthcare Locum Tenens, Inc., a corporation, in an amount not to exceed $10,000,000, to provide temporary specialty physician services to Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from November 1, 2025 through October 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual expenditures of up to $10,000,000 over a two-year period and will be funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide medical staffing services to patients. Therefore, the county contracts with temporary help firms to ensure patient care is provided during peak loads, temporary absences, vacations and emergency situations where additional staffing is required. The County has been using the contractor's temporary staffing services since January 1, 2006.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from solicitation requirements.

On November 7, 2023, the Board of Supervisors approved Contract #26-294-48 with AMN Healthcare Locum Tenens, Inc., in an amount not to exceed $8,000,000, for the provision of locum tenens physicians to cover during vacation, sick leave, and provide extended leave relief for County-employed physicians at CCRMC and Contra Costa Health Centers for the period November 8, 2023 through October 31, 2025.

On April 15, 2025, the Board of Supervisors approved Contract Amendment #26-294-49 with AMN Healthcare Locum Tenens, Inc., to increase the payment limit by $1,500,000 to a new payment limit of $9,500,000 to provide additional temporary specialty Physician staffing services Contra Costa Regional Medical Center and Contra Costa Health Centers with no change in the term.

Approval of Contract #26-294-50 will allow Contractor to continue providing temporary locum tenens physician services, through October 31, 2027. This Contract includes services provided by represented classifications and the County has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, patients requiring appropriate physician coverage during temporary staff absences will not have access to Contractor's services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4561 **Agenda Date:** 11/4/2025 **Agenda #:** C.43.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-809-4 with Medline Industries, LP

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #76-809-4 with Medline Industries, LP, an Illinois limited partnership, to amend Contract #76-809 (as amended by Contract Amendments #76-809-1 and #76-809-2), effective upon signature of both parties, to include reprocessing services for end-to-end distribution services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center with no change in the payment limit of $4,566,950 or term ending January 31, 2029.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $4,566,950 budgeted by the Department and funded 100% by Hospital Enterprise Fund I.

BACKGROUND:
Medline Industries, LP is the primary distribution for medical and non-medical supplies and products for CCRMC and Contra Costa Health Centers. Contractor has been awarded a Vizient Group Purchasing (GPO) Agreement for the distribution of contracted and non-contracted supplies. As a Vizient member, CCRMC and Contra Costa Health Centers received enhanced value from their participation in the Medline/Vizient GPO. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor is a member of the Vizient GPO and per Administrative Bulletin 600.3, GPO members are exempt from solicitation requirements.

On December 13, 2022, the Board of Supervisors approved Contract #76-809 with Medline Industries, LP, to commit to purchase 90% of medical supplies, surgical supplies, laboratory supplies, diagnostic imaging supplies, cleaning supplies, disaster supplies and miscellaneous minor equipment for CCRMC and Health Center for the period December 1, 2022 through June 30, 2025. This distribution agreement allows the department to receive discounted prices and rebates.

On February 27, 2024, the Board of Supervisors approved Contract Amendment #76-809-1 with Medline Industries, LP, effective February 1, 2024, to increase the payment limit to $2,116,950 for end-to-end distribution services at CCRMC and Contra Costa Health Center locations to with no change in the term.

On April 28, 2025, the Board of Supervisors approved Contract Amendment #76-809-2 with Medline Industries, LP, to increase the payment limit by $2,450,000 to a new payment limit not to exceed $4,566,950 and to extend the termination date through January 31, 2029 for end-to-end distribution services at Contra Costa Regional Medical Center and Contra Costa Health Centers.

Approval Contract Amendment #76-609-4 will allow Contractor, through its wholly-owned subsidiary, Medline ReNewal, to provide reprocessing services for end-to-end distribution services, through January 31, 2029. Reprocessing services allows the County additional cost savings. Through reprocessing specific equipment and purchasing reprocessed single use medical devices, CCRMC and Contra Costa Health Centers will realize additional savings in the medical supply category. This Amendment includes County agreeing to indemnify and hold the Contractor harmless from any and all subsequent assessments levied a taxing authority for such taxes, including interest, penalties and late charges.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, reprocessing services will not be authorized, and County will incur additional costs related to the medical supplies and equipment.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4562 **Agenda Date:** 11/4/2025 **Agenda #:** C.44.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #27-456-26 with La Clinica De La Raza, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-456-26 with La Clinica De La Raza, Inc., a non-profit corporation, in an amount not to exceed $5,000,000, to provide primary care physician (PCP) services, optometry, and other medical services for Contra Costa Health Plan (CCHP) members and County recipients for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual expenditures of up to $5,000,000 and will be funded as budgeted 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain PCP services, optometry, and other medical health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor is a Federally Qualified Health Center (FQHC) facility and has been a part of the CCHP Provider Network providing these PCP and specialty medical services while fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since December 1999.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician services are exempt from solicitation requirements.

On June 25, 2024, the Board of Supervisors approved Contract #27-456-24 with La Clinica De La Raza, Inc., in an amount not to exceed $4,200,000, for the provision of PCP and optometry services for CCHP members and County recipients, for the period July 1, 2024 through June 30, 2025.

On March 13, 2025, the Board of Supervisors approved Contract Amendment #27-456-25 with La Clinica De La Raza, Inc., effective July 1, 2024, to include a value-based payment incentive (Pay for Performance incentive) for PCP services, with no change in the payment limit of $4,200,000 and no change in the term.

Approval of Contract #27-456-26 will allow the Contractor to continue providing PCP services, optometry and other medical services for CCHP members and County recipients through June 30, 2026. Contract delay was due to extended negotiations of Contract terms between Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract is not approved, certain PCP services, optometry, and other medical services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided and such services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4563 **Agenda Date:** 11/4/2025 **Agenda #:** C.45.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-302-4 with Sycamore Healthcare Associates (dba Legacy Post Acute Care)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Service Director, or designee, to execute on behalf of the County Contract #77-302-4 with Sycamore Healthcare Associates (dba Legacy Post Acute Center), a corporation, in an amount not to exceed $16,000,000, to provide skilled nursing facility (SNF) services for Contra Costa Health Plan (CCHP) members and County recipients, for the period September 1, 2025 through August 31, 2027.

FISCAL IMPACT:
Approval of this Contract will result in contractual service expenditures of up to $16,000,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized SNF health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. Members are released from the hospital to recover at a SNF until they are well enough to be sent home. These services include but are not limited to: twenty-four (24) hour medical care, social service and case management coordination, wound care, respiratory therapy, nasogastric and gastric tube feeding, physical and speech therapy services. Contractor's proven track record and established reputation within the medical community mitigates potential risks associated with CCHP's success and patient well-being. This Contractor has been a part of the CCHP Provider Network providing SNF services fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since September 1, 2020.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; and Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On July 26, 2022, the Board of Supervisors approved Contract #77-302-1 with Sycamore Healthcare Associates (dba Legacy Post Acute Center), in an amount not to exceed $3,000,000, for the provision of SNF services for

CCHP members and County recipients for the period September 1, 2022 through August 31, 2025.

Approval of Contract #77-302-4 will allow the Contractor to continue providing SNF services through August 31, 2027. Contract delay was due to extended negotiation of Contract terms between Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized SNF services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4564 **Agenda Date:** 11/4/2025 **Agenda #:** C.46.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-356-17 with Child Abuse Prevention Council of Contra Costa County

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-356-17 with Child Abuse Prevention Council of Contra Costa County, a non-profit corporation, in an amount not to exceed $212,041 to provide Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Services for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Contract will result in annual budgeted expenditures in an amount not to exceed $212,041 and will be funded by 76% MHSA PEI and 24% by Mental Health Student Services Act revenues.

BACKGROUND:
This MHSA PEI Contract meets the social needs of County's population by providing evidence-based curriculum of culturally, linguistically, and developmentally appropriate parenting classes to Spanish speaking families in East Contra Costa County and Central Contra Costa County's Monument Corridor. This contractor has been providing services for the County since July 2009. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. The Behavioral Health's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the contract are upheld. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations.

This provider was selected in collaboration with community stakeholder advisory bodies and was approved as part of the comprehensive Mental Health Services Act Three-Year Plan as required by State regulation. Providers interested in providing specialized services were invited proactively to participate in program development and offered the opportunity to submit interest at dozens of publicly noticed meetings. The services and vendors were identified in the formal Three-Year plan was approved on the following schedule that was noticed to the public and approved by the Board on August 1, 2023. The Three-Year Plan was posted for public comment from June 5, 2023 through July 5, 2023, there was a Public Hearing at the Mental Health Commission meeting on July 5, 2023, and it was approved by the Board of Supervisors on August 1, 2023.

On July 23, 2024, the Board of Supervisors approved Contract #74-356-16 with Child Abuse Prevention Council of Contra Costa County, in an amount not to exceed $201,944, to provide MHSA PEI services for the period July 1, 2024 through June 30, 2025.

Approval of Contract #74-356-17 will allow the Contractor to continue providing services through June 30,

2026. This Contract is delayed due to the Division not receiving the required contract documents from the Contractor in a timely manner.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, the MHSA PEI services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

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 increases in social connectedness, communication skills, parenting skills, and knowledge of the human service system in Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4565 **Agenda Date:** 11/4/2025 **Agenda #:** C.47.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase Order with Norix Group, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Health Services Director, a one-time purchase order with Norix Group, Inc. in an amount not to exceed $2,174, and ACCEPT terms and conditions for the purchase of furniture for the Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $2,174 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Norix Group, Inc. is a manufacturer of furniture designed for correctional facilities, healthcare, behavioral health, and other public safety and institutional settings.

CCRMC purchased eight lounge chairs under purchase order #33168. These chairs have provided comfort and a welcoming environment for patients. Additional seating will better accommodate patients in the Psychiatric Unit and increasing the number of lounge chairs will ensure adequate seating in common areas, support a therapeutic environment, and improve patient satisfaction.

Purchases from Norix Group, Inc. are subject to Norix's Standard Terms and Conditions, which limit Norix's liability to exclude special, consequential, and incidental damages for product defects and late deliveries and non-deliveries of goods. Approval of this request will allow Norix Group, Inc. to provide durable, high-performance furniture designed to meet the specific safety and durability requirements for CCRMC.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC will face inadequate seating for patients in the Psychiatric Unit, which could negatively impact patient comfort, satisfaction, and overall experience.

STANDARD TERMS & CONDITIONS, JANUARY 1, 2025

These Terms and Conditions shall be construed, interpreted and enforced under the laws of the State of California, without regard to the conflict of law rules thereof. Venue of any suit brought under these Terms and Conditions,either directly or indirectly, shall be Contra Costa County, California.

ACCEPTANCE

Norix reserves the right to refuse an order, in whole or part, when the type or quantity of goods or credit worthiness of the customer is not satisfactory. Possession of this price list does not constitute a right to purchase Norix products. Prices, terms and conditions of sale are subject to change without notice. All sales will be made at prices prevailing at the time of order. If shipment is delayed at customer request, prices at time of shipment will prevail. A complete order is defined as having no missing information and issued by a bona fide business or facility with good credit.

ACKNOWLEDGMENTS

All orders are manufactured and shipped according to the acknowledgment and its terms and conditions. It is the customer's responsibility to check for and document any discrepancies on the acknowledgment and to notify Norix immediately in writing.

ADA COMPLIANT

Products with this icon meet the Americans with Disabilities Act Accessibility Guidelines as published by the Department of Justice on December 21, 1992 under Proposed Rules for Courthouses (Sections 11) and Detention and Correctional Facilities (Section 12).

CANCELLATION & CHARGES

Cancellations and change orders are subject to Norix approval. A cancellation or change order charge will apply if any cost for material or labor has been incurred prior to notification from the customer. A minimum restocking charge of 25% will apply.

SURCHARGES

A surcharge may be applied on all furniture orders based on market conditions.

STORAGE & HANDLING

All orders are acknowledged with an estimated ship date. Failure to accept delivery of an order based on the estimated ship date will subject your order to warehouse storage and handling charges. Norix will assess storage and handling charges per month if a customer does not accept shipment within 5 days from the acknowledged ship date.

CREDIT & PAYMENT TERMS

For governmental agencies, terms are Net 30 days from invoice ship date. Credit privileges are evaluated on a case by case basis for all other customers. All international sales will require full payment prior to shipment. Past due accounts will be subject to a finance charge of 1.75% per month (prorated at 21% per annum or legal limit) which will be added to the unpaid balance of invoice not paid within 30 days. We accept Visa and MasterCard, fees may apply.

INSPECTION

It is the customer's responsibility and obligation to implement a procedure to conduct regular and timely inspections and maintenance of all Norix products to assure that unsafe conditions do not evolve or exist. Further, it is the customer's responsibility to remove unsafe or defective products from service immediately, including any situations where abuse is suspected or determined to be a potential problem.

RETURNED GOODS

Returns will be allowed for unused products in original packaging only after a Return Good Authorization has been requested by the customer and approved by Norix. Return Goods Authorization requested should be directed to a Norix Customer Service Representative. Custom manufactured products and/or products stored or handled improperly by the customer are not eligible for return. Customer is responsible for all freight charges associated with the order and a minimum 25% restocking charge. After receiving and inspecting the returned goods Norix will issue a product credit to be used by the customer towards future purchases.

LIMITED WARRANTY

Norix warrants, to its original purchaser, all of its products to be free from defects in workmanship and materials for specified periods of time (depending on product) following date of shipment, under normal use and service. Norix makes no other warranty, express or implied, to its customers or any users of the goods, including without limitation any implied warranty of merchantability of the goods or the fitness of the goods for a particular purpose. Norix liability shall be limited to repair or replacement of any defect of work or material for products shipped after January 1, 2025 within the specified warranty period, at the sole discretion of Norix. Norix shall not be liable for consequential or incidental damage arising from any product defect.

All warranty claims must be submitted in writing to Norix' Customer Service department, listing the date of purchase, original invoice number and description of defect(s).

The warranty does not cover:

- Normal wear and tear.
- Product failure due to abuse, misuse, negligence, accident, assembly or installation.
- Alteration or modification of the product in any way.
- Natural variations in color, grain or texture.
- Finishes, fabrics, foam and filling materials.
- Customer Owned Material (COM).
- Freight damage.

Wood is a natural material, with variations in color, grain and texture. Finish colors will vary from product to product and lot to lot. Due to these naturally occurring variations, exact matches to samples or other furniture items ordered at different times cannot be guaranteed. Due to the natural variations of wood materials, some aesthetic differences should be expected when combining laminate tops with natural wood edges and wood veneer surfaces.

Products made using proprietary TruGrain™ aesthetic provides authentic texture and gradation that replicates natural wood. Avoid excessive abrasive scrubbing. Variations in color and finish vary from product to product and lot to lot, just like natural wood. Due to differences in monitors, printers and materials, actual product colors may vary.

Certain molded dining tables require bolt-down or ballasting to validate warranty. Please refer to spec pages for details.

Norix warranties upholstery fabrics against defects and color fading, when cared for according to the specified cleaning and maintenance guidelines, for a period of 3 years. COM is exempt and Norix reserves the option to repair or replace. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present.

Limited warranty does not cover shrinkage, picks, wearing, wrinkling, fading, or pilling. This warranty is not valid where there is evidence of heavy soiling or abuse. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present, particularly in the area where the seat intersects with the seat back.

NORIX FREIGHT INFORMATION

FREIGHT

All shipments are F.O.B. West Chicago IL 60185, unless otherwise specified. Standard delivery is on a dock-to-dock basis utilizing a 53' semi-trailer. Unless arranged for in advanced and included as part of a formal Norix price quote, special requests such as "Lift Gate Trucks", "Exact Day Delivery", will incur additional charges. Special requests, such as those listed above must appear on customer's purchase order. Special delivery requests received after the order is acknowledged will be considered a change order. "Exact Time Delivery" is not available. Deliveries required to be received in less than 53' semi-trailers will incur additional charges and must be requested in advance of shipment. Partial shipments at the customers request will result in additional freight charges. Norix will not in any event be liable to any customer for special, incidental or consequential damages due to late delivery or non-delivery of goods for any reason.

FREIGHT DAMAGE (VISIBLE)

To receive claims consideration, the consignee must inspect the freight for damage and record the specifics of that damage on the bill of lading or delivery receipt. Under National Motor Freight Classification (NMFC) rules, the consignee does not have the right to open and inspect all of the shipping containers prior to signing for the freight. However, if the condition of the shipping package is such that there is good reason to suspect damage, the consignee has the right and should perform an inspection. It is the responsibility of the receiver of the shipment to inspect for item damage within 15 days of receipt of the shipment and report immediately any discrepancies to Norix Customer Service. Norix will not in any event be liable to any customer for special, incidental or consequential damages due to late delivery or non-delivery of goods for any reason.

FREIGHT DAMAGE (CONCEALED)

When damage is discovered after delivery, it should be reported to Norix immediately. The freight and shipping container should be retained until a disposition is given. It is the responsibility of the receiver of the shipment to inspect for item damage within 5 business days of receipt of the shipment and report immediately any discrepancies to Norix customer service.

FREIGHT (REFUSAL)

Customer is liable for all freight charges when refusing to accept delivery of product under terms of acknowledged shipping schedule.

FREIGHT (SHORTAGES)

The Bill of Lading lists the number of cartons, sleeves (of stack chairs) or skids you should expect to receive on each shipment. Any discrepancies must be noted on the delivery receipt. A Packing List is included with every shipment. It is the responsibility of the receiver of the shipment to inspect for item shortages within 15 days of receipt of the shipment and report immediately any discrepancies to Norix customer service.

FORCE MAJEURE

Norix shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, Norix reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

*These goods are sold by Norix for institutional use only and not as consumer products. The design characteristics of these products are not intended to replace or substitute the need for necessary supervision or other necessary protective measures to protect those who may be at risk. Norix warrants the goods to be free from defects in materials and workmanship in normal use and service. It is the customer's responsibility to ensure that products purchased from Norix and installed are suitable for the environment in which they are installed. Norix does not warrant the fitness for use or merchantability of this product. The suitability of this product for any particular purpose is for buyer, in their sole judgment, to determine. Norix is not liable for consequential damages.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4566 **Agenda Date:** 11/4/2025 **Agenda #:** C.48.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Purchase order with Norix Group, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Health Services Director, a one-time purchase order with Norix Group, Inc. in an amount not to exceed $2,849, and ACCEPT terms and conditions for the purchase of platform space-saver beds for the Contra Costa Regional Medical Center (CCRMC).

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $2,849 and will be funded by Hospital Enterprise Fund I revenues.

BACKGROUND:
Norix Group, Inc. is a manufacturer that specializes in furniture designed for correctional facilities, healthcare, behavioral health, and other public safety and institutional settings. The current restraint bed at CCRMC is broken and is beyond repair, making it unusable in the unit. Therefore, CCRMC is seeking to purchase two platform space-saver beds to replace the existing equipment. Acquiring these beds will ensure the unit has safe and functional patient care equipment, maintain compliance with safety standards, and optimize available floor space for patient management and staff workflow.

Purchases from Norix Group, Inc. are subject to Norix's Standard Terms and Conditions, which limit Norix's liability to exclude special, consequential, and incidental damages for product defects and late deliveries and non-deliveries of goods. Approval of this request will allow Norix Group, Inc. to provide durable, high-performance furniture designed to meet the specific safety and durability requirements for CCRMC.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved, CCRMC will face a shortage of functional and safe patient care beds, which could compromise patient safety, limit proper care, and negatively impact unit operations.

STANDARD TERMS & CONDITIONS, JANUARY 1, 2025

These Terms and Conditions shall be construed, interpreted and enforced under the laws of the State of California, without regard to the conflict of law rules thereof. Venue of any suit brought under these Terms and Conditions,either directly or indirectly, shall be Contra Costa County, California.

ACCEPTANCE

Norix reserves the right to refuse an order, in whole or part, when the type or quantity of goods or credit worthiness of the customer is not satisfactory. Possession of this price list does not constitute a right to purchase Norix products. Prices, terms and conditions of sale are subject to change without notice. All sales will be made at prices prevailing at the time of order. If shipment is delayed at customer request, prices at time of shipment will prevail. A complete order is defined as having no missing information and issued by a bona fide business or facility with good credit.

ACKNOWLEDGMENTS

All orders are manufactured and shipped according to the acknowledgment and its terms and conditions. It is the customer's responsibility to check for and document any discrepancies on the acknowledgment and to notify Norix immediately in writing.

ADA COMPLIANT

Products with this icon meet the Americans with Disabilities Act Accessibility Guidelines as published by the Department of Justice on December 21, 1992 under Proposed Rules for Courthouses (Sections 11) and Detention and Correctional Facilities (Section 12).

CANCELLATION & CHARGES

Cancellations and change orders are subject to Norix approval. A cancellation or change order charge will apply if any cost for material or labor has been incurred prior to notification from the customer. A minimum restocking charge of 25% will apply.

SURCHARGES

A surcharge may be applied on all furniture orders based on market conditions.

STORAGE & HANDLING

All orders are acknowledged with an estimated ship date. Failure to accept delivery of an order based on the estimated ship date will subject your order to warehouse storage and handling charges. Norix will assess storage and handling charges per month if a customer does not accept shipment within 5 days from the acknowledged ship date.

CREDIT & PAYMENT TERMS

For governmental agencies, terms are Net 30 days from invoice ship date. Credit privileges are evaluated on a case by case basis for all other customers. All international sales will require full payment prior to shipment. Past due accounts will be subject to a finance charge of 1.75% per month (prorated at 21% per annum or legal limit) which will be added to the unpaid balance of invoice not paid within 30 days. We accept Visa and MasterCard, fees may apply.

INSPECTION

It is the customer's responsibility and obligation to implement a procedure to conduct regular and timely inspections and maintenance of all Norix products to assure that unsafe conditions do not evolve or exist. Further, it is the customer's responsibility to remove unsafe or defective products from service immediately, including any situations where abuse is suspected or determined to be a potential problem.

RETURNED GOODS

Returns will be allowed for unused products in original packaging only after a Return Good Authorization has been requested by the customer and approved by Norix. Return Goods Authorization requested should be directed to a Norix Customer Service Representative. Custom manufactured products and/or products stored or handled improperly by the customer are not eligible for return. Customer is responsible for all freight charges associated with the order and a minimum 25% restocking charge. After receiving and inspecting the returned goods Norix will issue a product credit to be used by the customer towards future purchases.

LIMITED WARRANTY

Norix warrants, to its original purchaser, all of its products to be free from defects in workmanship and materials for specified periods of time (depending on product) following date of shipment, under normal use and service. Norix makes no other warranty, express or implied, to its customers or any users of the goods, including without limitation any implied warranty of merchantability of the goods or the fitness of the goods for a particular purpose. Norix liability shall be limited to repair or replacement of any defect of work or material for products shipped after January 1, 2025 within the specified warranty period, at the sole discretion of Norix. Norix shall not be liable for consequential or incidental damage arising from any product defect.

All warranty claims must be submitted in writing to Norix' Customer Service department, listing the date of purchase, original invoice number and description of defect(s).

The warranty does not cover:

- Normal wear and tear.
- Product failure due to abuse, misuse, negligence, accident, assembly or installation.
- Alteration or modification of the product in any way.
- Natural variations in color, grain or texture.
- Finishes, fabrics, foam and filling materials.
- Customer Owned Material (COM).
- Freight damage.

Wood is a natural material, with variations in color, grain and texture. Finish colors will vary from product to product and lot to lot. Due to these naturally occurring variations, exact matches to samples or other furniture items ordered at different times cannot be guaranteed. Due to the natural variations of wood materials, some aesthetic differences should be expected when combining laminate tops with natural wood edges and wood veneer surfaces.

Products made using proprietary TruGrain™ aesthetic provides authentic texture and gradation that replicates natural wood. Avoid excessive abrasive scrubbing. Variations in color and finish vary from product to product and lot to lot, just like natural wood. Due to differences in monitors, printers and materials, actual product colors may vary.

Certain molded dining tables require bolt-down or ballasting to validate warranty. Please refer to spec pages for details.

Norix warranties upholstery fabrics against defects and color fading, when cared for according to the specified cleaning and maintenance guidelines, for a period of 3 years. COM is exempt and Norix reserves the option to repair or replace. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present.

Limited warranty does not cover shrinkage, picks, wearing, wrinkling, fading, or pilling. This warranty is not valid where there is evidence of heavy soiling or abuse. Because upholstered furniture is made of soft, flexible materials designed for comfort, normal wrinkles and puckers may be present, particularly in the area where the seat intersects with the seat back.

NORIX FREIGHT INFORMATION

FREIGHT

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FREIGHT DAMAGE (VISIBLE)

To receive claims consideration, the consignee must inspect the freight for damage and record the specifics of that damage on the bill of lading or delivery receipt. Under National Motor Freight Classification (NMFC) rules, the consignee does not have the right to open and inspect all of the shipping containers prior to signing for the freight. However, if the condition of the shipping package is such that there is good reason to suspect damage, the consignee has the right and should perform an inspection. It is the responsibility of the receiver of the shipment to inspect for item damage within 15 days of receipt of the shipment and report immediately any discrepancies to Norix Customer Service. Norix will not in any event be liable to any customer for special, incidental or consequential damages due to late delivery or non-delivery of goods for any reason.

FREIGHT DAMAGE (CONCEALED)

When damage is discovered after delivery, it should be reported to Norix immediately. The freight and shipping container should be retained until a disposition is given. It is the responsibility of the receiver of the shipment to inspect for item damage within 5 business days of receipt of the shipment and report immediately any discrepancies to Norix customer service.

FREIGHT (REFUSAL)

Customer is liable for all freight charges when refusing to accept delivery of product under terms of acknowledged shipping schedule.

FREIGHT (SHORTAGES)

The Bill of Lading lists the number of cartons, sleeves (of stack chairs) or skids you should expect to receive on each shipment. Any discrepancies must be noted on the delivery receipt. A Packing List is included with every shipment. It is the responsibility of the receiver of the shipment to inspect for item shortages within 15 days of receipt of the shipment and report immediately any discrepancies to Norix customer service.

FORCE MAJEURE

Norix shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, Norix reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

*These goods are sold by Norix for institutional use only and not as consumer products. The design characteristics of these products are not intended to replace or substitute the need for necessary supervision or other necessary protective measures to protect those who may be at risk. Norix warrants the goods to be free from defects in materials and workmanship in normal use and service. It is the customer's responsibility to ensure that products purchased from Norix and installed are suitable for the environment in which they are installed. Norix does not warrant the fitness for use or merchantability of this product. The suitability of this product for any particular purpose is for buyer, in their sole judgment, to determine. Norix is not liable for consequential damages.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4567 **Agenda Date:** 11/4/2025 **Agenda #:** C.49.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #77-629-1 with Pinnacle SJIR, P.C. (dba Naadi Healthcare Manteca)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-629-1 with Pinnacle SJIR, P.C. (dba Naadi Healthcare Manteca), a corporation, in an amount not to exceed $300,000, to provide outpatient vascular surgery and interventional radiology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period October 1, 2025 through September 30, 2028.

FISCAL IMPACT:
Approval this Contract will result in contractual service expenditures of up to $300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain specialized medical specialty services, including outpatient vascular surgery and interventional radiology services, to CCHP members under the terms of their Individual and Group Health Plan membership Contracts with the County. This Contractor has been with CCHP providing these services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since October 1, 2023.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care, services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3 CCHP Physician services are exempt from Solicitation requirements.

In October 2020, the Purchasing Services Manager executed Contract #77-629 with Pinnacle SJIR, P.C. (dba Naadi Healthcare Manteca), in an amount not to exceed $200,000, for the provision of outpatient vascular surgery and interventional radiology services for CCHP members and County recipients for the period October 1, 2023 through September 30, 2025.

Approval of Contract #77-629-1 will allow Contractor to continue providing outpatient vascular surgery and

interventional radiology services for CCHP members and County recipients through September 30, 2028. This Contract delay was due to extended negotiation of Contract terms between Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized outpatient vascular surgery and interventional radiology services for CCHP members under the terms of their Individual and Group Health Plan membership Contract with the County will not be provided and services may be delayed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4568 **Agenda Date:** 11/4/2025 **Agenda #:** C.50.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Payment Services Provided by mPulse Mobile, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay mPulse, Mobile Inc. an amount not to exceed $98,000 to provide Contra Costa Behavioral Health (CCBH) with a secure, standards-based Provider Directory Application Programming Interface (API) compatible with the Fast Healthcare Interoperability Resources ("FHIR") standard for Mental Health service providers as required by United States Department of Health and Human Services final rule CMS-9115-F, 85 FR 25510 during the period of December 23, 2024 through October 7, 2025.

FISCAL IMPACT:
Approval of this action will result in a one-time expenditure of up to $98,000 and will be funded by Mental Health Realignment funds.

BACKGROUND:
On July 27, 2023, the California Department of Health Care Services (DHCS) published Behavioral Health Information Notice 23-032, requiring Mental Health Plans to create a Provider Directory API comparable with FHIR standards as of July 1, 2023. CCBH submitted a procurement request and was informed that this would need to be added to the Contra Costa Health Plan (CCHP) contract 23-636 for the same product, and CCHP submitted an amendment to do this. The vendor was bought out by other parties twice and changed locations since the initiation of the CCHP contract, and the contract amendment is currently stalled while all parties determine how to process the multiple name changes; therefore no payments can currently be made through the contract.

On October 8, 2025, DHCS notified CCBH that if the Provider Directory API is not up and running by December 6, 2025, they will start implementing financial sanctions.

The vendor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a vendor has been asked to provide services without a valid contract, and the vendor does so to the benefit of the county, the vendor is entitled to recover the reasonable value of those services. The Department cannot pay the vendor for services rendered without a valid contract. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed $98,000 payable to mPulse Mobile, Inc.

This payment is needed urgently, since it will take approximately three weeks after mPulse Mobile, Inc. receives the payment for the Provider Directory API to go live.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this action will cause CCBH to be in default of the DHCS deadline for implementing this Provider Directory API and will result in DHCS implementing financial sanctions, which will include the withholding of funds due to CCBH by DHCS and progressing to up to $25,000 per violation for a first violation, $50,000 for a second violation, and $100,000 for each subsequent violation, plus a separate violation for each Medi-Cal member impacted.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4569 **Agenda Date:** 11/4/2025 **Agenda #:** C.51.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #76-544-7 with Dayana Carcamo-Molina MD Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #76-544-7 with Dayana Carcamo-Molina MD Inc., a corporation, in an amount not to exceed $2,300,000, to provide specialty gastroenterology medical services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period from August 1, 2025 through July 31, 2028.

FISCAL IMPACT:
Approval of this Contract will result in service expenditures of up to $2,300,000 over a three-year period and will be funded by 100% Hospital Enterprise Fund I revenues.

BACKGROUND:
CCRMC and Contra Costa Health Centers have an obligation to provide specialty gastroenterology medical services to patients at CCRMC and Contra Costa Health Centers. This Contractor has been part of the CCRMC Provider Network providing gastroenterology services and fostering a deep understanding of the CCRMC's organizations, mission, values, and long-term objectives since August 1, 2016.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 CCRMC Physician services are exempt from solicitation requirements.

On July 26, 2022, the Board of Supervisors approved Contract #76-544-6 with Dayana Carcamo-Molina MD Inc., in an amount not to exceed $1,890,000 to provide specialty gastroenterology medical services to patients at CCRMC and Contra Costa Health Centers, for the period August 1, 2022 through July 31, 2025.

Approval of Contract #76-544-7 will allow the Contractor to continue providing specialty gastroenterology medical services to patients at CCRMC and Contra Costa Health Centers through July 31, 2028. This Contract delay was due to extended negotiation of contract terms between Contractor and Division.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, certain specialized gastroenterology medical services will not be provided and may cause a delay in services to patients at CCRMC and Contra Costa Health Centers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4570 **Agenda Date:** 11/4/2025 **Agenda #:** C.52.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Submission of Grant Application #28-759-35 to the California Department of Resources Recycling and Recovery (CalRecycle)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE The Health Services Department Director, or Designees (Deputy Director of Health Services, Director of Environmental Health, or Assistant Director of Health Services), to apply for a Grant (TEA-33) and sign and execute any necessary documents associated with this grant application, to the California Department of Resources Recycling and Recovery (CalRecycle) to pay the County an amount not to exceed $500,000, for the local government Waste Tire Enforcement Program, for the period from June 30, 2026 through September 30, 2027.

FISCAL IMPACT:
Approval of this application could result in revenues of up to $500,000 from CalRecycle for the Environmental Health Waste Tire Enforcement Program. The funds are allocated and available from CalRecycle for grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities at waste tire facilities. No County match is required.

BACKGROUND:
Contra Costa Environmental Health/General Programs is the solid waste LEA for the entire County, including all incorporated cities except for the City of Pittsburg. CalRecycle has been delegated the responsibility for the administration of the program within the state, setting up necessary procedures governing application by cities and counties under the program. Since 2007, Contra Costa County has demonstrated it has sufficient staff resources, technical expertise, and/or experience to carry out the proposed program. The Program allows the County to monitor and reduce illegal waste tire practices, educate and enforce proper waste tire management and assist in reducing potential vector problems and prevention of tire fires and otherwise protecting public health safety.

Approval to submit Application #28-759-35 will allow Contra Costa County Environmental Health Services to apply for funds to continue implementing the Environmental Health Waste Tire Enforcement Program in the Health Services Department, through September 30, 2027.

CONSEQUENCE OF NEGATIVE ACTION:
If this grant application is not approved, the County will not receive funds to monitor and reduce illegal waste

tire practices, educate and enforce proper waste tire management throughout the County, assist in reducing potential vector problems and prevent tire fires, nor protect public health and safety.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4571 **Agenda Date:** 11/4/2025 **Agenda #:** C.53.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #74-679-1 with Relias LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County an Order Form (County Contract #74-679-1) with Relias LLC, a limited liability company, in an amount not to exceed $173,192 to provide behavioral health compliance and performance training software and support for the period from July 1, 2025 through June 30, 2027 for Contra Costa Health Behavioral Health Services (CCBHS).

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $173,192 over a 2-year period and will be funded 100% by Mental Health Services Act (MHSA) funds.

BACKGROUND:
This Contract meets the needs of the County by executing a formal agreement for CCBHS' renewal of the Relias Learning Management System (LMS). The LMS allows CCBHS to automate processes to provide, monitor, track, and report compliance to the California Department of Health Care Services (DHCS), including staff-mandated training compliance regarding the Health Insurance Portability and Accountability Act (HIPAA) and cultural humility, adhering to statutory requirements including the Behavioral Health Information Notice (BHIN) 22-064, Welfare and Institutions Code Section 14132.57, and the American Rescue Plan Act of 2021 (H.R. 1319); allowing staff direct access to the Relias electronic LMS to complete the required training.

The LMS also provides training to CCBHS and contracted Community-Based Organization (CBO) agency staff to fulfill licensing and continuing education requirements and meet criteria set by various behavioral health licensing boards, to track training compliance in other areas such as 5150/Lanterman-Petris-Short Act procedures, State mandated Crisis Training for staff working in the Anyone, Anywhere, Anytime (A3) Miles Hall Crisis Call Center, and training related to billing procedures for Medi-Cal, particularly with the implementation of California Advancing and Innovating Medi-Cal (CalAIM), while affording the ability to create internal training specific to CCBHS, such as new employee orientation, cybersecurity, and billing procedures with modules accredited by licensing boards such as the California Board of Registered Nursing, California Board of Behavioral Sciences, American Psychological Association, California Association of Drug Educators, California Association of DUI Treatment Programs, and California Consortium of Addiction Program & Professionals.

CCBHS began issuing purchase orders to Relias for its LMS in 2013 for its extensive online library of virtual pre-recorded training tailored to the behavioral health field, automated reminder function, and the ability to automate reoccurring reports. This Contractor was approved by the Public Works Department's Purchasing Division on June 11, 2025. CCBHS will monitor measurable service contract deliverables regarding its access to the software maintenance and support services in compliance with Section III(B)(7) of the Purchasing Policy. Contra Costa Health Personnel approved this contract renewal to ensure no conflict with labor relations.

On August 1, 2023, the Board of Supervisors approved the Mental Health Services Act Three-Year Program and Expenditure Plan, Fiscal Years 2023-2026, that included a Workforce Education and Training (WET) component, to expand training and outlined the need for specialized training due to the implementation of CalAIM. Training expansion efforts for CalAIM include CCBHS and CBO staff and caused the need for more virtual seats in the LMS to train staff on new billing processes. Funds approved in the Mental Health Services Act Three-Year Program and Expenditure Plan, Fiscal Years 2023-2026, were allocated for WET to support these training needs for CalAIM.

Under this Contract #74-679-1, the parties will execute an Order Form under the July 2023 Master Services Agreement (MSA) obligating the County to indemnify Relias for violation of the acceptable use provisions, confidentiality, infringement of a third party's intellectual property rights, and County's use or reliance on the services and provided content. Relias' liability under the contract is limited to the fees paid during the twelve months preceding the claim, excluding its indemnification and confidentiality obligations under the MSA.

Approval of Contract #74-679-1 will allow the Contractor to provide services through June 30, 2027. The Division is requesting a retroactive effective date due to an administrative oversight caused by staffing vacancies.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, CCBHS will lose its subscription to the LMS, causing non-compliance with training housed in the LMS, such as HIPAA and cultural humility training. Additionally, County and CBO staff will lose access to training regarding the new billing processes required under the CalAIM implementation. CCBHS may lose funding, as staff would not be trained in the most recent billing processes, making it difficult to be reimbursed for Medi-Cal services.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4572 **Agenda Date:** 11/4/2025 **Agenda #:** C.54.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract #26-774-11 with Robert Buckley, M.D.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County, Contract #26-774-11 with Robert Buckley, M.D., an individual, in an amount not to exceed $750,000, to provide orthopedic services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period November 9, 2025 through November 8, 2028.

FISCAL IMPACT:
This Contract will result in contractual service expenditures of up to $750,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contractors to provide necessary specialty health services to their patients. CCRMC has been contracting with Robert Buckley, M.D., since July 2014 to provide orthopedic services.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. This Contract was approved by Health Services Personnel to ensure there is no conflict with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3 the Contractor provides physician services and is exempt from solicitation requirements.

On November 8, 2022, the Board of Supervisors approved Contract #26-774-9 with Robert Buckley, M.D., in an amount not to exceed $750,000, for the provision of orthopedic services at CCRMC and Contra Costa Health Centers, for the period November 9, 2022 through November 8, 2025.

On February 27, 2024, the Board of Supervisors approved Contract Amendment #26-774-10 with Robert Buckley, M.D, effective March 1, 2024, to modify the rate for orthopedic clinic coverage at CCRMC and Contra Costa Health Centers, with no change in the payment limit of $750,000 or term ending November 8, 2025.

Approval of Contract #26-774-11 will allow the Contractor to continue providing orthopedic services through

November 8, 2028.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract is not approved, the necessary specialty orthopedic services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4573 **Agenda Date:** 11/4/2025 **Agenda #:** C.55.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #26-338-31 with American Red Cross

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment (Addendum #2) #26-338-31 with American Red Cross, a non-profit corporation, to amend Contract #26-338-29 (as amended by Contract Amendment Addendum #1, #26-338-30), effective July 1, 2025, to provide additional total blood and blood component products and associated services for patients at the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the payment limit of $2,000,000 or term ending June 30, 2027.

FISCAL IMPACT:
This Contract Amendment will result in no change in the original budgeted expenditure of up to $2,000,000 and is funded 100% by Hospital Enterprise Fund I revenues. (Additional rates)

BACKGROUND:
CCRMC has been contracting with the American Red Cross since 1998 for their expertise in providing total blood and blood component products and associated services as needed for patients at CCRMC and Contra Costa Health Centers. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On June 25, 2024, the Board of Supervisors approved Contract #26-338-29 with American Red Cross, in an amount not to exceed $2,000,000 for the provision of total blood and blood component products and services associated as needed for CCRMC and Contra Costa Heath Center patients for the period July 1, 2024 through June 30, 2027. This Agreement includes a mutual indemnification provision that requires each Party to defend, hold harmless and indemnify the other party against any legal liability (including reasonable attorneys' fees) with respect to bodily injury, death, and property damage arising from the negligent acts or omissions of the indemnifying party. This Agreement also requires that the County indemnify the Contractor for any loss arising from the County's use of inappropriate tubes in collection and/or supply of blood samples. Lastly, the Agreement requires that the parties resolve disputes arising out of the Agreement through arbitration.

On March 25, 2025, the Board of Supervisors approved Contract Amendment #26-338-30 with American Red Cross, effective March 1, 2025, to include rates for total blood and blood component products and associated services as needed for CCRMC and Contra Costa Heath Center patients with no change in the payment limit $2,000,000 or term ending June 30, 2027.

Approval of Contract Amendment #26-338-31 will allow the Contractor to provide additional blood services through June 30, 2027. The delay of this amendment was due to ongoing negotiations with the Division and Contractor.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, Contractor will not be able to provide additional blood services benefiting patients at CCRMC and Contra Costa Health Centers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4574 **Agenda Date:** 11/4/2025 **Agenda #:** C.56.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #26-786-11 with Peter A. Castillo, M.D., Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #26-786-11 with Peter A. Castillo, M.D., Inc., a corporation, effective October 1, 2025, to amend Contract #26-786-10, to provide additional urogynecology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers with no change in the payment limit of $600,000 or term ending November 30, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will result in no change to the original budgeted expenditure of up to $600,000 and is funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:
Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers relies on contractors to provide necessary specialty health services to its patients. Contractor will provide urogynecology services including, but not limited to: clinic coverage, consultation and on-call coverage. CCRMC has been contracting with Peter A. Castillo, M.D., Inc., since December 2014 to provide urogynecology services including administrative duties and medical and/or surgical procedures at CCRMC and Contra Costa Health Centers.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. Per Administrative Bulletin 600.3, CCRMC Physician services are exempt from Solicitation requirements.

On March 11, 2025, the Board of Supervisors approved Contract #26-786-10 with Peter A. Castillo, M.D., Inc., in an amount not to exceed $600,000, for the provision of urogynecology services at CCRMC and Contra Costa Health Centers, for the period December 1, 2024 through November 30, 2026.

Approval of Contract Amendment #26-786-11 will allow the Contractor to provide additional urogynecology services through November 30, 2026. The delay of this Contract Amendment was due to a late submittal of

amendment request as a result of a change in contract staff at CCRMC.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved the necessary urogynecology services needed for patient care will not be available or will create increased wait times due to the limited number of specialty providers available within the community.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4575 **Agenda Date:** 11/4/2025 **Agenda #:** C.57.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #76-832-2 with Hill-Rom Company, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #76-832-2 with Hill-Rom Company, Inc., a corporation, effective September 1, 2025, to amend Contract #76-832 (as amended by Contract Amendment #76-832-1), to increase the payment limit by $160,000 from $191,844 to a new payment limit of $351,884, for additional preventative maintenance and repair services for specialty beds at Contra Costa Regional Medical Center (CCRMC) with no change in the term ending January 31, 2027.

FISCAL IMPACT:
Approval of this Contract Amendment will result in additional expenditures of up to $160,000 funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:
Contractor will provide preventative maintenance and repair of specialty hospital beds and be responsible for the quality, technical accuracy, completeness and coordination of such services at CCRMC and Contra Costa Health Centers. These specialty hospital beds include a system that monitors patient vital signs such as patients' heart and respiratory rates via bed sensors. The built-in censors provide seamless compatibility with CCRMC workflows on patient monitoring. The sensors sit under the mattress, do not attach to the patient, and check vital signs one-hundred (100) times a minute and alert staff to any possible issues. The County has been contracting with the Contractor since February 2024 to provide preventative maintenance and repair services.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. CCRMC's Quality Management, Utilization Management and Contract Monitor Staff meet on a regular basis to ensure monitoring and performance measures in the Contract are upheld. This Contractor has been approved by the Public Works Department's Purchasing Division on September 20, 2023.

On February 27, 2024, the Board of Supervisors approved Contract #76-832 with Hill-Rom Company, Inc., in an amount not to exceed $161,844, for the provision of preventative maintenance and repair services for specialty beds at CCRMC, for the period February 1, 2024 through January 31, 2027.

On April 28, 2025, the Board of Supervisors approved Contract Amendment #76-832-1 with Hill-Rom

Company, Inc., effective February 1, 2025, to increase the payment limit by $30,000 to a new payment limit of $191,884, for additional preventative maintenance and repair services for specialty beds at CCRMC with no change in the term ending January 31, 2027.

Approval of Contract Amendment #76-832-2 will allow the Contractor to provide preventative maintenance and repair services for additional specialty beds at CCRMC through January 31, 2027. The delay of this Contract Amendment was due to an oversignt of twenty-five (25) additonal specialty beds needing repairs after the Contract was already executed.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, maintenance and repair services will not be made to additional hospital beds requiring repairs and maintenance and will not be available for patients when needed.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4576 **Agenda Date:** 11/4/2025 **Agenda #:** C.58.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-672-1 with Deann Lott, LCSW

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-672-1 with Deann Lott, LCSW, a sole proprietor, to amend Contract #77-672, effective January 1, 2026, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing Contractor to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no change in the payment limit of $300,000 or term ending July 31, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $300,000 funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain behavioral health services - therapy and bariatric evaluations for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On July 23, 2024, the Board of Supervisors approved Contract #77-672 with Deann Lott, LCSW, in an amount not to exceed $300,000 to provide behavioral health therapy services and bariatric evaluations for CCHP members and County recipients for the period August 1, 2024 through July 31, 2026.

Approval of Contract Amendment #77-672-1 will allow Contractor to provide D-SNP specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal through July 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract Amendment is not approved, CCHP will not be compliant with Center for Medicare and Medicaid Services (CMS) Network Adequacy regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4577 **Agenda Date:** 11/4/2025 **Agenda #:** C.59.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Contract Amendment #77-377-6 with Tampico Healthcare Center, LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment #77-377-6 with Tampico Healthcare Center, LLC, a limited liability company, to amend Contract #77-377-5, effective January 1, 2026, to include the Dual Eligible Special Needs Plan (D-SNP) authorizing Contractor to provide specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal and offer care coordination and wrap-around services with no change in the payment limit of $16,000,000 or term ending December 31, 2026.

FISCAL IMPACT:
Approval of this Contract Amendment will not impact the payment limit of $16,000,000 funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain behavioral health services - therapy and bariatric evaluations for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this contract to ensure no conflicts with labor relations. Contractor will cooperate with and participate in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. These contracted services were determined to be exempt from Administrative Bulletin 600.3 solicitation requirements by the Public Works Department's Purchasing Division.

On January 14, 2025, the Board of Supervisors approved Contract #77-377-5 with Tampico Healthcare Center, LLC, in an amount not to exceed $16,000,000 to provide skilled nursing facility services to Contra Costa Health Plan members and County recipients for the period January 1, 2025 through December 31, 2026.

Approval of Contract Amendment #77-377-6 will allow Contractor to provide D-SNP specialized care to beneficiaries who are dually eligible for Medicare and Medi-Cal through December 31, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
If this Contract Amendment is not approved, CCHP will not be compliant with Center for Medicare and Medicaid Services (CMS) Network Adequacy regulatory requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4578 **Agenda Date:** 11/4/2025 **Agenda #:** C.60.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Ratify the Execution of Trakstar Agreement with Mitratech Trakstar, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the Health Services Administrator's September 24, 2024, execution of an Agreement with Mitratech Trakstar, Inc., and APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the County Contract Amendment to Order Form (County Contract #23-874) with Mitratech Trakstar, Inc., in an amount not to exceed $68,750 for a hosted Emergency Medical Technician (EMT) and paramedic licensing software system, for the period November 15, 2024 through November 14, 2027.

FISCAL IMPACT:
This Contract Amendment will result in contractual service expenditures of up to $68,750 over a 3-year period and will be funded 100% Measure H Funding.

BACKGROUND:
Mitratech Trakstar is used by the Contra Costa Health Department's Emergency Medical Services (EMS) Division to provide essential training for EMTs and paramedics, allowing managers to track employees' progress efficiently.

On November 5, 2020, the initial purchase order was issued to Applied Training Systems, Inc. (now known as Mitratech Trakstar, Inc.) for a one (1) year software subscription for a hosted EMT and paramedic licensing software system. It was then superseded by a purchase order that was issued on September 29, 2021, to cover a 3-year term from November 15, 2021 through November 14, 2024.

Under the Trakstar Agreement, the County is obligated to defend, indemnify and hold the Contractor and its officers, directors, employees, agents, affiliates, licensors, distributors, and resellers harmless against any loss, damage, expense, or cost, including reasonable attorney's fees, arisings out of a claim, demand, proceeding, or lawsuit by a third party out of County's breach of its representation, warranties and covenants. Additionally, Contractor's liability is limited to one time (1x) the subscription fee paid by County for the contract year in which the cause of action first arose. The Division is requesting a retroactive effective date due to delays caused by contractor initaited documenation and policy changes.

Approval of Contract Amendment to Order Form (County Contract #23-874), with Mitratech Trakstar, Inc. will allow for a continuation of training for EMTs and paramedics through November 14, 2027. This Contract Amendment was delayed due to County not receiving the necessary documents until October 17, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this contract will cause annual competency recertification to be put on hold. If individual staff orientation and annual competency recertifications are not completed, staff will be out of compliance with regulatory agencies which affect licensure and Contra Costa Health's deprtment policies, procedures, and job requirements.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4579 **Agenda Date:** 11/4/2025 **Agenda #:** C.61.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #76-940 with the Regents of the University of California, on behalf of the University of California, San Francisco

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County, Agreement #76-940 with the Regents of the University of California, a non-profit corporation, on behalf of the University of California, San Francisco (UCSF), in an amount not to exceed $600,000, to provide neonatology administrative and on-call services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period November 1, 2025 through October 31, 2028.

FISCAL IMPACT:
Approval of this Agreement will result in annual budgeted expenditures of up to $600,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:
Contractor will provide neonatology administrative and on-call services at CCRMC and Contra Costa Health Centers. Contractor's physicians shall perform services in accordance and comply with all applicable laws, regulations and policies of all government authorities relating to CCRMC, including all applicable hospital and licensure and reimbursement laws, regulations and policies; The Joint Commission standards and recommendations; CCRMC policies and rules; CCRMC medical bylaws, rules and policies; and the terms of the Agreement.

Under new Agreement #76-940, the Contractor will provide neonatology administrative and on-call services at CCRMC and Contra Costa Health Centers for the period November 1, 2025 through October 31, 2028. This Agreement includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Agreement.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, CCRMC and Contra Costa Health Centers will not receive neonatology administrative and on-call services needed for patient care.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4580 **Agenda Date:** 11/4/2025 **Agenda #:** C.62.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Agreement #29-808-8 with the City of Martinez

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-808-8 with the City of Martinez, a government agency, to pay County an amount not to exceed $55,000 to provide homeless outreach services under the Coordinated Outreach, Referral and Engagement (CORE) Program for the City of Martinez for the period July 1, 2025 through June 30, 2026.

FISCAL IMPACT:
Approval of this Agreement will result in County receiving funds in an amount not to exceed $55,000 from the City of Martinez to provide homeless outreach services. No County match is required.

BACKGROUND:
The CORE team serves as an entry point into the County's Coordinated Entry System for unsheltered persons and works to locate, engage, stabilize and house chronically homeless individuals and families. The CORE Program provides homeless outreach services aimed at identifying homeless individuals, youth and families living without shelter and in locations not meant for human habitation. County has been contracting with the City of Martinez for homeless outreach services since August 2017.

On October 22, 2024, the Board of Supervisors approved Agreement #29-808-7 with City of Martinez to pay County in an amount not to exceed $140,733 to provide homeless outreach services under the CORE program for the period July 1, 2024 through June 30, 2025.

Approval of Agreement #29-808-8 will allow County to receive funds and continue providing homeless outreach services through June 30, 2026. This Agreement includes County and City of Martinez mutually agreeing to defend, indemnify and hold harmless each party for any claims arising out of or related to services provided under this Agreement. This Agreement is delayed due to the division not receiving the agreement from the City of Martinez until August 6, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this Agreement is not approved, County will not receive funding to provide CORE program services for the City of Martinez.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4581 **Agenda Date:** 11/4/2025 **Agenda #:** C.63.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Extension #23-585-2 with Contra Costa Fire Protection District

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Extension Agreement #23-585-2 with Contra Costa County Fire Protection District, to extend the termination date from December 31, 2025 to December 31, 2027 for continuation of exclusive provision of emergency ambulance services in Emergency Response Areas (ERA) I, II and V.

FISCAL IMPACT:
There is no increase in the rates set forth in the contract.

BACKGROUND:
On November 17, 2015, the Board of Supervisors approved Contract #23-585 with the Contra Costa Fire Protection District to provide advanced life support (ALS) emergency ambulance services within ERAs I, II, and V, for the period January 1, 2016 through December 31, 2020.

On May 12, 2020, the Board of Supervisors approved Contract amendment #23-585-1 to extend the term to December 31, 2025, and authorized an increase in the emergency ambulance services transport rates.

On February 5, 2025 the Contra Costa EMS Agency (CCCEMSA) submitted the Board approved Request for Proposal (RFP) to the State EMS Authority. The State EMS Authority has not approved the submitted RFP which delays implementation of a local procurement process and necessitates an extension of the current contract for emergency ambulance service in ERAs I, II, and V.

Approval of #23-585-2 will allow the Health Services Department to extend the contract termination date to December 31, 2027 with no changes to the rates.

CONSEQUENCE OF NEGATIVE ACTION:
If this extension is not approved, the County will not have a contract for required emergency ambulance service in ERAs I, II, and V.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4582 **Agenda Date:** 11/4/2025 **Agenda #:** C.64.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: CONTINUE EXTENSION OF EMERGENCY DECLARATION REGARDING HOMELESSNESS

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
CONTINUE the emergency action originally taken by the Board of Supervisors on November 16, 1999 regarding the issue of homelessness in Contra Costa County.

FISCAL IMPACT:
There is no fiscal impact for this action.

BACKGROUND:
On November 16, 1999, the Board of Supervisors declared a local emergency, pursuant to the provisions of Government Code Section 8630 on homelessness in Contra Costa County. Government Code Section 8630 requires that, for a body that meets weekly, the need to continue the emergency declaration be reviewed at least every 60 days until the local emergency is terminated. The Board of Supervisors last reviewed and continued the emergency declaration on September 9, 2025.

With the continuing high number of homeless individuals and insufficient funding available to assist in sheltering all homeless individuals and families, the emergency situation still exists and it is, therefore, appropriate for the Board to continue the declaration of a local emergency regarding homelessness.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not taken, there will not be as much public awareness with regard to the issue of homelessness in Contra Costa County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4584 **Agenda Date:** 11/4/2025 **Agenda #:** C.65.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: RATIFY execution of Grant Amendment #28-706-30 with Public Health Foundation Enterprises, Inc. (dba Heluna Health)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the Health Services Director, or designee's, October 22, 2025 execution of Grant Amendment #28-706 -30 with Public Health Foundation Enterprises, Inc. (dba Heluna Health), a nonprofit corporation, amending Grant Agreement #28-706-29, to increase the amount payable to the County by $75,964.63, from $147,034.44 to a new amount not to exceed $222,999.07 for participation in the California Emerging Infections Program (EIP) for the period from September 1, 2024 through August 31, 2025.

FISCAL IMPACT:
Approval of this Grant Amendment will result in receipt of an additional amount not to exceed $75,964.63 in funding by the Food and Drug Administration Grant for the Emerging Infections Program through the Public Health Foundation Enterprises, Inc. (No County match required)

BACKGROUND:
The National Antimicrobial Resistance Monitoring System (NARMS) for Enteric Bacteria was established in 1996 to monitor bacterial resistance, specifically, the resistance among Salmonella and other enteric bacteria. The 17 participating state health departments forward every tenth human Salmonella isolate to Center for Disease Control (CDC) for antimicrobial susceptibility testing.

The CDC is requesting that additional EIP sites participate in the study of foodborne bacteria. Such bacteria is not uncommon and often is associated with the use of antimicrobial agents in food animals, especially in retail food. This study will assist in generating a database that may be utilized to augment the development of intervention programs to stem the high prevalence of antimicrobial resistance in the meal and poultry food supply. The goal of the study is to determine the prevalence of antimicrobial resistance among Salmonella, Campylobacter, E.coli and enterococci isolated from a sample of chicken, ground turkey, ground beef and pork chops purchased from selected grocery stores in the catchment area of the California EIP FoodNet site. This will include samples collected from Contra Costa, Alameda and San Francisco County retail grocery stores.

On December 3, 2024, the Board of Supervisors approved Agreement #28-706-29 with Public Health Foundation Enterprises, Inc. (dba Heluna Health) to pay County an amount not to exceed $141,065 for participation in the California EIP Program for the period September 1, 2024 through August 31, 2025. This agreement includes mutual indemnification and limitation of liability provisions.

Ratifying the execution of Grant Amendment #28-706-30 will allow County to receive additional funding to support the EIP Retail Foods Project, through August 31, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this Grant Amendment is not ratified the County will lose funding in an amount up to $75,965 for the EIP Retail Foods Project.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4585 **Agenda Date:** 11/4/2025 **Agenda #:** C.66.

To: Board of Supervisors

From: Dr. Grant Colfax, Health Services Director

Report Title: Ratify the issuance of 30-day advance written notice to terminate Contract #27-640-12 with Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the October 10, 2025 action of the Health Services Director's designee (Irene Lo, M.D, FACS), who issued a 30-day advance written notice to Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology), a corporation, to terminate Contract #27-640-11, for the provision of dermatology services for Contra Costa Health Plan (CCHP) Members and County recipients, effective at the end of business on November 9, 2025.

FISCAL IMPACT:
There is no additional fiscal impact for this action. This Contract was fully funded by CCHP Enterprise Fund II revenues.

BACKGROUND:
CCHP has an obligation to provide certain dermatology services to its members under the terms of their Individual and Group Health Plan membership contracts with the County. This Contractor has been a part of the CCHP Provider Network providing dermatology services and fostering a deep understanding of the CCHP organization's mission, values, and long-term objectives since February 1, 2007.

This Contract is entered into under and subject to the following legal authorities: California Government Code §§ 26227 and 31000; Health and Safety Code § 1451. Health Services Personnel approved this Contract to ensure no conflicts with labor relations. Contractor currently cooperates with and participates in CCHP's Quality Management Program which consists of quality improvement activities to improve the quality of care and services and member experience. Cooperation includes collection and evaluation of performance measurement data and participation in the organization's clinical and service measure Quality Improvement Programs. Per Administrative Bulletin 600.3, CCHP Physician Services are exempt from solicitation requirements.

On January 9, 2024, the Board of Supervisors approved Contract #27-640-11 with Noel T.D. Chiu, M.D., A Medical Corporation (dba Diablo Dermatology), in an amount not to exceed $2,700,000, for the provision of dermatology services for CCHP members and County recipients, for the period February 1, 2024, through January 31, 2027.

Approval by the Board of Supervisors will ratify the actions of the CCH issuing a 30-day advance written notice to the Contractor, in accordance with General Conditions, Paragraph 5. (Termination), that the Contract is terminated effective at the end of business on November 9, 2025.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is not approved the termination notice issued by Health Services Department staff would not be ratified by the Board of Supervisors.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4634 **Agenda Date:** 11/4/2025 **Agenda #:** C.67.

To: Board of Supervisors

From: Dr. Ori Tzvieli, Interim Health Services Director

Report Title: Reallocate the salary of the Chief Operations Officer - Exempt (VWD1) classification in the Health Services Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26478 to reallocate the salary of the Chief Operations Officer - Exempt (VWD1) classification to a five-step (5-step) salary plan with five percent (5%) increments between steps at salary plan and grade BL8 2449 ($23,500 - $28,564) in the Health Services Department.

FISCAL IMPACT:
This action will incur an additional annual cost of $170,031.97, including $24,839.91 in pension costs.

BACKGROUND:
Contra Costa Health (CCH) is actively implementing significant systemwide changes aimed at enhancing transparency, modernization, and overall quality within its operations. These efforts are driven by CCH's commitment to building a health department capable of effectively navigating the evolving structural, economic, and policy landscape shaping healthcare in California and across the nation. Recent vacancies and retirement announcements among key CCH leadership have further underscored the need to address leadership capacity promptly.

There are currently two Chief Operations Officer (COO) positions within CCH - one assigned to the Contra Costa Regional Medical Center and Health Centers, and the other to the Contra Costa Health Plan division. Each position is responsible for overseeing the administration and operational management of its respective division. The base salary for the COO classification is presently a single-step salary plan of $236,900.64 annually.

At CCH's request, Human Resources conducted a comprehensive salary study of the Chief Operations Officer-Exempt (COO) classification, comparing compensation data across the nine Bay Area counties. The study identified a significant market disparity, with the County's COO salary approximately 31% below both the median and mean of comparable positions in other county hospitals and health plans. This discrepancy has adversely affected recruitment efforts, resulting in prolonged vacancies for these critical leadership roles. Based on these findings, Human Resources recommends the salary be reallocated to match the market median, and placement of the classification on a five-step salary range with 5% increments between each step. Aligning the salary with market standards is expected to strengthen CCH's ability to attract and retain highly qualified

candidates for these essential leadership positions.

Additionally, due to the nature of their roles within the organization, all incumbents are expected to be available to report to work at any time, including outside of their regular work hours. The classification of Chief Operations Officer - Exempt will be removed from the list of classes eligible for on-call pay and call back pay in the Unrepresented Management Benefits Resolution.

CONSEQUENCE OF NEGATIVE ACTION:
If this action is disapproved, the department will continue to be unequipped to recruit for critical executive-level positions in the competitive healthcare and community health industries.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C.

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA18 Health Services | Dept No(s). 0540 | Org No(s). 6505

Action Type: Reallocate salary | Net FTE Change: 0.00 | Proposed Effective Date:

Action Requested:

Adopt Position Adjustment Resolution 26478 to reallocate the salary of Chief Operations Officer – Exempt (VWD1) in salary plan and grade B8L 2449 ($19,742) to a five-step (5-step) salary plan of at five percent (5%) incremental annual base salary range beginning at $23,690.06 monthly and adopt a seven and one-half percent (7.5%) pay differential added to the base salary for incumbent exclusively assigned to the Contra Costa Health Plan brining annual pay compensation to $25,466.81 monthly. (unrepresented)

Use an additional sheet for further explanation or comments.

Fiscal Impact:

Cost is within Department's Budget: ☑ Yes ☐ No

Total One-Time Cost:

Total Annual Cost: $ 170,031.97

Total this FY: $ 113,354.65

Net County Cost: $ 0.00

NCC this FY: $ 0.00

Source of Funding: Cost increase- Hospital Enterprise Fund I

Mary Jane De Jesus-Saepharn — (for) Department Head — 07/28/2025 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26478

Comments:

Released to HR for further study/review

Jason Chan — (for) County Administrator — 07/28/2025 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

ADOPT Position Adjustment Resolution No. 26478 to reallocate the salary of the Chief Operations Officer - Exempt (VWD1) classification to a five-step (5-step) salary plan with five percent (5%) increments between steps at salary plan and grade BL8 2449 ($23,500 - $28,564) in the Health Services Department; and ADOPT Resolution No. 2025-364 to MODIFY section 40.10 of the Unrepresented Management Benefits Resolution No. 23-554 to remove Chief Operations Officer-Exempt from the list of classes eligible for On Call and Call Back Pays. (unrepresented)

(for) Director of Human Resources: Lauren Ludwig — Date: 10/20/2025

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☐ Yes ☐ No ☑ N/A

If No or N/A, CAO Recommendation(s): Reallocation OK. Hold on Resolution 2025-364.

BOS Approval Required: ☑ Yes ☐ No

Effective: ☑ Day following Board Approval ☐ Date: _____

Jason Chan — (for) County Administrator — 10/30/2025 — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

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

By: _____

Date: _____

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4635 **Agenda Date:** 11/4/2025 **Agenda #:** C.68.

To: Board of Supervisors

From: Marla Stuart, Employment and Human Services Director

Report Title: Reclassify ten Eligibility Worker II positions and incumbents to Eligibility Worker III, correct the merit step placement for six Eligibility Worker III employees

☐Recommendation of the County Administrator ☒ Recommendation of Board Committee

RECOMMENDATIONS:

ADOPT Position Adjustment Resolution No. 26528 to reclassify ten (10) to Eligibility Worker II (X0SA) position and incumbents at salary plan and grade 255-1384 ($6,482.61 - $7,879.65) to Eligibility Worker III (XONA) at salary plan and grade 255-1003 ($8,005.73 - $8,826.31), correct the merit step placement for six (6) Eligibility Worker III employees.

FISCAL IMPACT:

Approval of this item will result in a cost increase of up to $268,008 annually and a cost increase of up to $239,406 for FY 25-26, and will be funded by 1% County, 46% Federal, 6% 2011 Realignment and 47% State funds.

BACKGROUND:

On September 16, 2025, the Board of Supervisors adopted Position Adjustment Resolution No. 26484 (Board Order No. 25-3871), which retitled the Social Services Program Assistant (SSPA) classifications to the Eligibility Worker (EW) series, established the Eligibility Worker III (XONA) classification, and reclassified all incumbents in the former Employment and Human Services Program Integrity Assistant classification to Eligibility Worker III. Although the Board action was approved in September, it was made effective retroactively to July 1, 2025.

Between July 1, 2025, and the Board approval date on September 16, 2025, ten (10) employees entered the Eligibility Worker III classification. These employees were not included in the original action, as they were not yet incumbents in the affected classifications.

Six (6) Eligibility Worker III employees received their merit increase after July 1, 2025, prior to being reflected in the September 16, 2025, Board approval. This action corrects the merit step placement, ensuring they receive the appropriate pay in accordance with their applicable salary.
This action will correct the record in the County's personnel, payroll, and budget systems.

CONSEQUENCE OF NEGATIVE ACTION:

Should the proposed action not be approved by the Board of Supervisors, the County would result in misalignment between job duties and classification titles, and potential disruptions in service delivery.

CHILDREN'S IMPACT STATEMENT:

This resolution supports four of Contra Costa County's community outcomes of the Children's Report Card",

(1) "Children and Youth Healthy and Preparing for Productive Adulthood";
(2) "Families that are Economically Self-Sufficient";
(3) "Families that are Safe, Stable and Nurturing"; and
(4) "Communities that are Safe and Provide a High Quality of Life for Children and Families"

Reclassified Positions

POSITION	DEPT ID	ORG	EMPLID	CURRENT JOB	CURRENT CLASSIFICATION	CURRENT STEP	FY 2026 MONTHLY	PROPOSED NEW JOB CODE	PROPOSED NEW CLASSIFICATION	PROPOSED NEW STEP	PROPOSED NEW MONTHLY SALARY
00016014	0502	5214	89062	X05A	Eligibility Worker II	5	7,879.85	X0NA	Eligibility Worker III	2	8406.01
00004787	0503	5314	78972	X05A	Eligibility Worker II	5	7,879.85	X0NA	Eligibility Worker III	2	8406.01
00005183	0504	5452	81356	X05A	Eligibility Worker II	5	7,879.85	X0NA	Eligibility Worker III	2	8406.01
00005184	0504	5452	88934	X05A	Eligibility Worker II	4	7504.43	X0NA	Eligibility Worker III	1	8005.73
00006329	0504	5452	97147	X05A	Eligibility Worker II	1	6482.61	X0NA	Eligibility Worker III	1	8005.73
00006318	0504	5452	97153	X05A	Eligibility Worker II	1	6482.61	X0NA	Eligibility Worker III	1	8005.73
00008226	0504	5452	97200	X05A	Eligibility Worker II	3	7147.08	X0NA	Eligibility Worker III	1	8005.73
00005156	0504	5452	97215	X05A	Eligibility Worker II	1	6482.61	X0NA	Eligibility Worker III	1	8005.73
00005324	0504	5455	97214	X05A	Eligibility Worker II	1	6482.61	X0NA	Eligibility Worker III	1	8005.73
00005141	0504	5455	99751	X05A	Eligibility Worker II	3	7147.08	X0NA	Eligibility Worker III	1	8005.73

Reclassified Positions

EFFECTIVE DATE
9/1/2025
9/2/2025
9/3/2025
9/8/2025
9/3/2025
9/3/2025
9/17/2025
9/17/2025
9/11/2025
7/9/2025

POSITION	DEPT ID	ORG	EMPLID	CURRENT JOB	CLASSIFICATION
00019173	0503	5314	96165	X0NA	Eligibility Worker III
00014525	0502	5214	89494	X0NA	Eligibility Worker III
00005125	0504	5452	88304	X0NA	Eligibility Worker III
00014726	0504	5456	77721	X0NA	Eligibility Worker III
00014725	0504	5456	78340	X0NA	Eligibility Worker III
00014724	5456	5456	80917	X0NA	Eligibility Worker III

CURRENT STEP	CURRENT MONTHLY SALARY	PROPOSED NEW STEP
1	8005.73	2
1	8005.73	2
1	8005.73	2
2	8406.01	3
2	8406.01	3
2	8406.01	3

PROPOSED NEW MONTHLY SALARY	EFFECTIVE DATE
8406.01	7/1/2025
8406.01	7/1/2025
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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4639 **Agenda Date:** 11/4/2025 **Agenda #:** C.69.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Add Seven (7) Juvenile Institution Officer I Positions

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26520 to add seven (7) Juvenile Institution Officer I (7KWB) (represented) positions at salary plan and grade VP5 1159 ($5,310.55 - $6,455.00) within the Probation Department.

FISCAL IMPACT:
This action will be cost neutral to the department's existing General Fund allocation as the permanent annual salary and benefit cost increase of approximately $840,000 will have a respective cost decrease in overtime and temporary salary costs. The cost shift will be realized as the permanent positions are filled. Five of the positions will be funded by the department's existing General Fund allocation and two of the positions will be fully funded by the State Youthful Offender Block Grant. Overall ongoing cost will result in a 71% General Fund and 29% State funded cost split.

BACKGROUND:
The Probation Department is seeing great success with recent recruitment and selection efforts and anticipates filling the current Juvenile Institution Officer (JIO) vacancies by the end of this calendar year. While this will help the department achieve minimum staffing standards in the Juvenile Hall, the department has determined that these positions are insufficient to alleviate the increasing staffing needs, specifically those related to treatment programming.

Probation's position losses in 2024 from the countywide 18-month vacancy eliminations, included 16 full-time Juvenile Institution Officers (JIOs). As the department has been working diligently to fill its vacant positions, it has determined it necessary to replenish a minimum of 12 JIO positions over the period of the current and upcoming fiscal year. At this time, the department is requesting to add 7 full-time JIO positions, which will:

- Significantly reduce reliance on overtime for standard operation needs. Overtime costs are currently costing the department approximately $300,000 each month, and this is expected to be redirected toward the new full-time positions.
- Address unpredictable operational needs that require higher staffing ratios for high needs youth without sole reliance on overtime, including high risk safety plans and close observation staffing.

- Allow an additional treatment unit to be opened to reduce capacity on the current Briones Youth Academy Commitment Pathway unit, which will positively impact the level of intensive supervision, treatment and care staff can provide through smaller group programming and likely result in earlier program completion.
- Allow a female only unit to be opened to replace the co-ed unit, so gender specific and responsive needs can be more adequately addressed for the emerging female population.

While the department is optimistic of the opportunities the 7 new positions will provide, it anticipates the need for an additional 5 full-time JIOs in the coming fiscal year. Aware of the current federal funding uncertainties and through discussions with the County Administrator's Office regarding the uncertainty of those impacts on operations countywide and to the General Fund, the department has postponed the request for the additional 5 JIOs. The department plans to instead include them as a position modification request through the FY 2026-27 budget development process, understanding there are no guarantees of funding to accommodate the request.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the Probation Department will continue to rely heavily on costly overtime. Staffing shortages will persist, limiting the Department's ability to adequately respond to operational fluctuations and high-needs youth, thereby increasing safety risks for both staff and youth.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4636 **Agenda Date:** 11/4/2025 **Agenda #:** C.70.

To: Board of Supervisors

From: Ann Elliott, Human Resources Director

Report Title: Add two full-time (40/40) Librarian II (3AVD) positions to the Library Department

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Position Adjustment Resolution No. 26526 to add two full-time (40/40) Librarian II (3AVD) (represented) positions to Org No. 3718 in Department 0620 - Library.

FISCAL IMPACT:
If filled by January 1, 2025, the total cost for this fiscal year is estimated at $140,000. The annual cost is projected to be $280,150. There is no expected net budget impact as the added cost will be offset by savings from contract termination.

BACKGROUND:
The Library's main supplier of circulating materials, Baker and Taylor, has declared bankruptcy, meaning they can no longer provide their contracted services such as cataloging and processing. These tasks require about 65 hours of work each week, which the Library's current two-person cataloging team cannot handle alone. Cataloging involves:

- Searching the library database for existing records
- Searching OCLC for existing records
- Downloading or creating title records
- Adding local fields to title records
- Determining classification and cuttering, the process of creating a Cutter number, which is a short alphanumeric code used to arrange books on shelves alphabetically by author, title, or subject
- Loading records into the library database

The County Librarian is requesting two additional Librarian II positions to address this issue and prepare for other anticipated changes in department operations due to the loss of this supplier. The added staff would enable the Library to order more frequently from a wider range of vendors, especially those who do not supply catalog records, such as many LOTE (Languages Other Than English) vendors. It would also enable the

Library to better manage the expected decrease in print resources by increasing its electronic resource offerings.

CONSEQUENCE OF NEGATIVE ACTION:
If these positions are not approved, cataloging backlogs, limited vendor options, and unmet demand for electronic resources will negatively impact on the Library's service.

Contra Costa County
Position Adjustment Resolution (PAR) Form

This form is to be completed for midyear Position Adjustment Requests, for consideration outside the County's annual budget development process, per Administrative Bulletin No. 400 Section IV.C

I. DEPARTMENT REQUEST

Agency and Dept Name: CCA85 Library
Dept No(s). 0620 Org No(s). 3718
Action Type: Add Position(s) Net FTE Change: 2.00 Proposed Effective Date: 12/01/2025

Action Requested:

Add two full-time (40/40) Librarian II (3AVD) positions to Org No. 3718 to Budget Unit No. 0620. (See explanation on attached sheet.)

Use an additional sheet for further explanation or comments.

Fiscal Impact:
Cost is within Department's Budget: ☑ Yes ☐ No

Total Annual Cost: $ 280,148.00
Total this FY: $ 140,074.00
Net County Cost: $ 0.00
NCC this FY: $ 0.00
Source of Funding: Library Fund

Total One-Time Cost:

/s/ Natalie Darone — (for) Department Head
10/17/2025 — Date

II. COUNTY ADMINISTRATOR REVIEW

PAR No. 26526

Comments:
Released to HR for further study/review

/s/ Julie Enea — (for) County Administrator
10/21/2025 — Date

III. HUMAN RESOURCES (HR) REVIEW/RECOMMENDATION

HR Recommendation(s): Add two full-time (40/40) Librarian II (3AVD) positions to Org No. 3718 in Department 0620 - Library.

Amanda Monson — (for) Director of Human Resources
10/23/2025 — Date

IV. COUNTY ADMINISTRATOR APPROVAL

Approve HR Department Recommendation(s): ☑ Yes ☐ No ☐ N/A
If No or N/A, CAO Recommendation(s):

BOS Approval Required: ☑ Yes ☐ No

Effective: ☑ Day following Board Approval
☐ Date: _____

/s/ Julie Enea — (for) County Administrator
10/27/2025 — Date

V. BOARD OF SUPERVISORS ACTION

Adjustment Resolution: ☐ ADOPTED ☐ OTHER ACTION: _____

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

By: _____
Date: _____

Contra Costa County
Position Adjustment Resolution (PAR) Form

The PAR form follows Administrative Bulletin 400, Position Management and Adjustments Policy.
Departments submit this form for **Midyear Position Adjustment** requests for consideration outside of the County's annual budget development process.

Refer to Administrative Bulletin 400 for full policy details and contact your assigned CAO liaison for questions.

Form Instructions

I. Department Request

This section is completed by the requesting department.

- Enter the **department details**: department agency number and name, dept number(s), and lowest level org(s). If multiple departments and/or org(s), enter 'various' under the fields and include the full listing under the Action Requested field.
- Select the **Action Type** from one of the listed options. If your request is not listed, select 'Other' and provide sufficient information under Action Requested.
- Indicate the **Proposed Effective Date**. Note, this date is a *proposal*, as it is ultimately determined through collaboration between the Human Resources Department and the County Administrator's Office.
- Input the **Net FTE Change**, if applicable.
- Under **Action Requested**, describe the position and/or classification adjustment(s) in detail.
- Complete the **Fiscal Impact** section.
    - Indicate whether the cost is within the department's budget by marking one of the boxes. *Note: Requests with budgetary impacts may require a budget amendment*.
    - Total One-Time Costs: Total one-time non-salary costs associated with request (i.e. equipment costs, etc.)
    - Total Annual Cost: Total salary and benefit costs for the full fiscal year.
    - Total this FY: Prorated salary and benefit costs for the current fiscal year.
    - Net County Cost (NCC): For General Fund budgets, the amount to be financed by General Purpose Revenue. This is the difference between budgeted appropriations and departmental revenues.
    - NCC this FY: Prorated NCC for the current fiscal year.
    - Source of funding: Identify the source(s) of funding (include percentage breakdown).
- Obtain authorized department approval, by Department Head or designee.

Submit the PAR form as a PDF attachment in the agenda system, along with any other relevant or supporting documentation, with an agenda date of 9/9/2099.

II. County Administrator Review

This section provides for an initial review of the request by the County Administrator's Office. Staff will assign a Position Adjustment Resolution Number (PAR No.) to the form, if releasing the request to the Human Resources Department for further study. If the request is not forwarded to Human Resources, the department will be notified.

III. Human Resources Recommendation

This section is completed by Human Resources staff, indicating HR's final recommendation of the request. If HR approves the request, the PAR form will be updated and released to the County Administrator's Office for final consideration. If HR does not approve the request, the County Administrator's Office and requesting department will be notified.

IV. County Administrator Approval

This section is for final approval/disapproval or recommendation by the County Administrator's Office. If the request requires Board approval, the County Administrator's Office will submit the recommendation to the Board of Supervisors through the agenda system.

If the request does not require Board approval, the County Administrator's Office will provide **final administrative approval**.

Note: In some cases, requests with significant changes arising through the process may require the requesting departments to provide additional information, such as staff report content and supporting documentation updates.

V. Board of Supervisors

If applicable, the Office of the Clerk of the Board will update this section upon Board of Supervisors adoption.

Recordation of Midyear Position Adjustments:

- PARs adopted by the Board of Supervisors will be recorded by the Clerk of the Board and routed to the Human Resources Department for processing.
- PARs approved administratively by the County Administrator will be sent directly to the Human Resources Department for processing.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4586 **Agenda Date:** 11/4/2025 **Agenda #:** C.71.

To: Board of Supervisors

From: Esa Ehmen-Krause, County Probation Officer

Report Title: Purchase Order with Carahsoft Technology Corp. for Salesforce Database for AB109 Community Programs

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the County Probation Officer, to execute a Purchase Order with authorized reseller Carahsoft Technology Corp. in an amount not to exceed $44,000 for the annual purchase of a Salesforce database subscription and its support for the AB109 Community Programs for the period from October 24, 2025 through October 23, 2026.

FISCAL IMPACT:
This software will be entirely funded by AB 109 Public Safety Realignment funding from the State.

BACKGROUND:
All AB 109 local community corrections public safety realignment Community Programs have utilized the Salesforce database (called SAFE) for referrals to one another, to document activity, and for outcome reporting to the Office of Reentry and Justice since July 2018 or before. By utilizing a shared system the Community Programs have developed a Universal Release of Information that is stored in the SAFE database to facilitate information sharing and case conferencing, allowing clients to receive necessary services in a more timely fashion. The Salesforce environment has been modified to fit the specific needs of the department's reentry programs over the years. Significant financial and time investments have been made in the system and user training. The purchase is subject to the terms of Salesforce's Master Subscription Agreement, which includes an indemnity provision from the County to Salesforce and a limitation of liability.

CONSEQUENCE OF NEGATIVE ACTION:
If unapproved, the County's AB 109 Community Programs will not have an operational database to track and facilitate service referral and delivery information.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4631 **Agenda Date:** 11/4/2025 **Agenda #:** C.72.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Purchase Order with Quench USA, Inc. (Quench)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
RATIFY the Public Defender's execution of a rental agreement containing terms and conditions, with Quench USA, Inc., totaling $24,670 for the period June 28, 2022 through June 28, 2026, and APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Defender a purchase order with Quench USA, Inc. in an amount not to exceed $5,155 for the rental and maintenance of five (5) water dispensing machines for employee use, for the period June 28, 2025 through June 28, 2026.

FISCAL IMPACT:
Approval will ratify financial approval for the use of up to $24,670 of the department's General Fund allocations, of which up to $5,155 will cover the last annual renewal cost, a contract term payment, and removal fees for all 5 machines.

BACKGROUND:
The Public Defender entered into a rental agreement with Quench USA, Inc. from June 28, 2022 to June 28, 2026, for the rental and maintenance of water dispensing machines at various Office of the Public Defender (CCPD) locations. CCPD selected Quench as they were identified as an approved vendor by one other county department, and decided to obtain Quench's services with the goal of providing safe, filtered drinking water for staff.

Per the Board established policy *Sales by Private Vendors in County* Facilities and County Administrative Bulletin No. 614:

- The purchase of water for employees is considered an essential commodity only in cases where health concerns have been established.
- If the County Health Department determines that the tap water in a County building is not safe to consume, the County will pay for access to potable water or bottled drinking water to be delivered.
- If employees wish to have access to other water sources for other reasons (such as taste or convenience), they may do so at their own personal expense.

When County staff choose to have access to water other than the potable water available at County facilities, it is considered a personal expense and it is upon such staff to coordinate the purchase and individually or collectively make the purchase through employees' personal funds and completed separated from County purchasing and procurement processes.

In 2022, the CCPD was unaware that these services and type of purchase required special approval and moved forward with establishing the agreement with Quench. In 2025, the CCPD was informed that the purchase of water for employee preference was not a County obligation, and realized that proper legal review and approval was also not obtained to enter into an agreement with Quench USA, which includes an indemnification clause requiring the County to defend, indemnify and hold harmless Quench from and against all claims and expenses relating to the equipment and the agreement, unless due to intentional conduct. The Department is submitting this board action to rectify its oversight of water provision policies and legal review of contracts with modified indemnification language.

While this was recently discovered, the rental agreement prohibits early termination outside of the annual renewal terms, and should the County decide to do so, an early termination fee would be imposed. CCPD has therefore obligated the County by the terms of the signed agreement through June 28, 2026, and the County Administrator's Office has agreed that the continuation through June 28, 2026 is more cost effective than the early termination costs.

The CCPD is therefore requesting Board approval to ratify the execution of the rental agreement and allow the Purchasing Agent to issue a purchase order for the remaining costs, which will rectify the CCPD's oversight.

Quench's current invoices and the costs to return all leased equipment for the office locations below will total approximately $5,155 and the location costs are as follows:

1. 800 Ferry Street, Martinez - Two (2) Quench water dispensing machines - in an amount not exceeding $136/month

2. 627 Ferry Street, Martinez - One (1) Quench water dispensing machine - in an amount not exceeding $68/month

3. 3811 Bissell Avenue, Richmond - One (1) Quench water dispensing machine - in an amount not exceeding $68/month

4. 2020 N. Broadway, Suite 208, Walnut Creek - One (1) Quench water dispensing machine - in an amount not exceeding $68/month

At this time CCPD will not pursue water testing through the County's Risk Management and/or Health Services Department and will instead discontinue services once the term agreement ends on June 30, 2026.

CONSEQUENCE OF NEGATIVE ACTION:
CCPD will be unable to satisfy all costs and termination fees associated with services provided by Quench USA, Inc. as stated in terms and conditions of binding agreement entered on June 28, 2022, between CCPD and Quench USA, Inc. for all water dispensing machines. Services will terminate indefinitely on June 28, 2026.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4632 **Agenda Date:** 11/4/2025 **Agenda #:** C.73.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Larsen Justice Fellowship Agreement with the Regents of the University of California

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Public Defender, or designee, to execute the Larsen Justice Fellowship Agreement with the Regents of the University of California, a non-profit educational institution, on behalf of the University of California, Berkeley, School of Law, Zoë Fisher (the "Fellow" and volunteer of the Public Defender) for the period August 18, 2025 and ending no later than August 17, 2026.

FISCAL IMPACT:

There is no fiscal impact for the County for this action, as this is a non-financial agreement.

BACKGROUND:

The Contra Costa County Public Defender's Office (CCPD) seeks to enter into a Fellowship Agreement with the Regents of the University of California, on behalf of the University of California, Berkeley, School of Law to provide experiential learning opportunities for students and recent graduates interested in public service and indigent defense. Under the agreement, CCPD will host Zoë Fisher, as a legal volunteer from the University of California, Berkeley, School of Law who will assist with legal research, case preparation, and client support under the supervision of CCPD staff.

This collaboration benefits both CCPD and the educational institution. The program allows students to gain practical experience in the legal field while supporting the CCPD's mission to provide high-quality representation to clients who cannot afford private counsel. Participation in the program also enhances the CCPD's recruitment pipeline by fostering interest in public sector careers.

The Larsen Fellow began their placement with the Public Defender's Juvenile Unit on August 18, 2025. The request for Board approval was delayed because The Regents of the University of California, on behalf of the University of California, Berkeley, School of Law did not provide sufficient review time for county groups to review and due to the contractual obligations including those listed below, required further negotiations between the County and the Larsen Fellowship and ultimately Board approval.

Article III.3, the agreement requires that the County (the Sponsor) will "ensure that the Fellow is covered by the Sponsor's comprehensive/commercial form general liability insurance and professional legal liability insurance."

Article IV.1 of the agreement, the County agrees that the County does not give the Fellow "any right to participate in a worker's compensation plan."

County Risk Management has requested that the Fellow be classified as a volunteer, per County Administrative Bulletin 421.1 III, and if this CCPD contract request is approved by the Board, it acknowledges that the County will provide general/professional legal liability insurance pursuant to this agreement, thus minimizing legal risk to the County. The CCPD will work in collaboration with the County' Administrator's Office to abide by the provision of Administrative Bulletin 421. Risk Management has also advised CCPD to inform the volunteer of their option to purchase extra medical insurance independently, which would provide coverage in case of their injury while performing their duties with the County.

The agreement outlines each party's responsibilities and includes general liability language.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the CCPD will not be able to execute the Larsen Justice Fellowship Agreement with University of California, Berkeley, School of Law, for Zoë Fisher.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4633 **Agenda Date:** 11/4/2025 **Agenda #:** C.74.

To: Board of Supervisors

From: Ellen McDonnell, Public Defender

Report Title: Master of Social Work Fellowship Program with Bluffton University and Goshen College

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

APPROVE and AUTHORIZE the Public Defender, or designee, to execute an Affiliation Agreement with Bluffton University and Goshen College, a non-profit educational institution, to establish a Master of Social Work (MSW) Fellowship Program with the Public Defender's Office for the period August 29, 2025 through August 28, 2027.

FISCAL IMPACT:

There is no fiscal impact to the County, as this is a non-financial agreement.

BACKGROUND:

CCPD recognizes the increasing demand for skilled professionals who can effectively address the complex legal, social, and psychological needs of clients involved in the criminal justice system. To strengthen its capacity and enhance services, CCPD seeks approval to enter into a Master of Social Work (MSW) fellowship program with Bluffton University and Goshen College. This partnership will provide graduate students with the opportunity to gain direct experience in public defense work, particularly in supporting clients with mental health and substance use challenges.

This collaboration provides CCPD with additional professional support to better serve clients, while offering the educational institution valuable field experience opportunities that enrich their MSW students' education and professional development. The program aims to improve client outcomes, foster holistic defense strategies, and ensure a more comprehensive approach to justice for individuals facing criminal charges.

The MSW student intern began their placement with the Public Defender's Social Work unit on August 29, 2025. The request for Board approval was delayed because Goshen College did not provide sufficient review time for county groups to review and due to the contractual obligations including those listed below that required further negotiations between the County, Bluffton University, and Goshen College and ultimately requiring Board approval.

The student has completed the appropriate volunteer paperwork and the agreement outlines each party's

responsibilities and includes liability and indemnification language. Their scope of work has been communicated to Risk Management, and the terms of the agreement obligate Goshen College to "carry for each qualified student Professional liability insurance covering all liability incurred by each student that arises out of and during the course of each such student's activities under the terms of this Agreement." This should not be an issue for either party nor require the volunteer to seek additional professional liability insurance since the student will not be providing clinical or therapeutic services. Additionally, indemnification language outlined in section E.3(b), states Goshen College will indemnify the County from any potential risk where the student intern is concerned.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, CCPD will not implement the Master of Social Work Fellowship Program with Bluffton University and Goshen College.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-372 **Agenda Date:** 11/4/2025 **Agenda #:** C.75.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting a portion of an offer of dedication for Roadway Purposes for subdivision SD69-3888 and declaring a portion of Morgan Territory as a County Road, Clayton area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting a portion of an Offer of Dedication for Roadway Purposes for subdivision SD69-3888 and declaring a portion of Morgan Territory as a County Road, as described in Exhibit A and B, for a project developed by Cal-Land Real Estate, a Partnership, as recommended by the Public Works Director, Clayton area. (District IV)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
On February 17, 1972, the final map for Subdivision 3888 was recorded, dedicating specific portions of the land indicated on the final map as Whispering Pines Road, Shale Cliff Court, Tumbleweed Court, and Morgan Territory Road for public use. Subsequently, on March 13, 1973, the Public Works Director reported that the right-of-way requirement for Morgan Territory Road was entirely to one side of the road and within Subdivision 3888 due to a planned realignment. On April 3, 1973, the Board of Supervisors authorized a payment in the amount of $10,953.00 in consideration of the abnormal amount of right-of-way dedication for Morgan Territory Road.

When construction of the subdivision was completed, Whispering Pines Road, Shale Cliff Court, and Tumbleweed Court were accepted as complete and into the County Road system on May 22, 1973. The County did not formally accept the additional right-of-way dedication on Morgan Territory Road at that time as the realignment was not constructed yet. Subsequently, the portion of the dedication proposed for acceptance now has been utilized for County Road purposes.

CONSEQUENCE OF NEGATIVE ACTION:
The offer of dedication for Roadway Purposes will not be accepted.

c: J. Larocque, Engineering Services; D. Baumann, Surveys, K. O'Connor, Engineering Services; M. Smith, Engineering Services; R. Hutchins-Records, K. Piona-Records, K. Rodriguez-Design/Construction, T. Shepherd-Design/Construction, P. Tehaney-Design/Construction, C. Tom, Maintenance; R. Lai, Maintenance., Cal-Land Real Estate, a Partnership.

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF: Accepting a portion of an offer of dedication for Roadway Purposes for subdivision SD69-3888 and declaring a portion of Morgan Territory as a County Road, as described in Exhibit A and B, for a project developed by Cal-Land Real Estate, a Partnership, as recommended by the Public Works Director, Clayton area. (District IV)

NOW, THEREFORE, BE IT RESOLVED that the dedication of the portions of land that abuts the western boundary of parcel '1', as described in the attached Exhibit A and B and in the map of subdivision SD69-3888 filed February 17, 1972, in Book 143 of FINAL Maps at page 33, Official Records of Contra Costa County, State of California, is hereby ACCEPTED

NOW, THEREFORE, BE IT RESOLVED that the widening of Morgan Territory Road that abuts the western boundary of parcel '1' is ACCEPTED and DECLARED to be a County road as shown and dedicated for public use on the map of subdivision SD69-3888 filed February 17, 1972, in Book 143 of FINAL Maps at page 33, Official Records of Contra Costa County, State of California.

Road Name: Morgan Territory Road
Length (miles): 0.07
Road/ROW Width (varies) 50-175 feet
Road Number: 7213
System: Minor-Rural

I hereby certify that this 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: Jocelyn LaRocque
(925) 313-2315

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

By: , Deputy

C: c: J. Larocque, Engineering Services; D. Baumann, Surveys, K. O'Connor, Engineering Services; M. Smith, Engineering Services; R. Hutchins-Records, K. Piona-Records, K. Rodriguez-Design/Construction, T. Shepherd-Design/Construction, P. Tehaney-Design/Construction, C. Tom, Maintenance; R. Lai, Maintenance, Cal-Land Real Estate, a Partnership.

Morgan Territory Road (Road No. 7213)
Acceptance of portion of Offer of Dedication
Subdivision 3888 (143 M 33)
Drawing No. A7213-2025K

EXHIBIT "A"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of Section 33, Township 1 North, Range 1 East, Mount Diablo Meridian, and being a portion of Morgan Territory Road as dedicated on the map of Subdivision 3888 (Mountain Meadows) filed February 17, 1972 in Book 143 of Maps at page 33, Contra Costa County Records, described as follows:

Beginning at the Northwest corner of Lot 1 of said Subdivision 3888 (143 M 33); thence along the common line of Lot 1 and said road dedication, along the arc of a curve concave to the Northeast, from a radial line which bears South 50° 15' 48" West, 600.00 feet, through a central angle of 28° 33' 09" an arc distance of 299.01 feet to a point of reverse curvature, having a radius of 950.00 feet; thence through a central angle of 0° 40' 58" an arc distance of 11.32 feet to a point of reverse curvature having a radius of 20.00 feet; thence through a central angle of 82° 39' 33" an arc distance of 28.85 feet to a point of cusp; thence leaving said Lot 1, crossing through said road dedication area, South 25° 18' 15" West 128.27 feet to a point on the existing Easterly right of way (50 foot in width) of Morgan Territory Road; thence along said right of way North 67°21' 05" West, 124.94 feet; thence continuing along said right of way along a tangent curve having a radius of 380.00 feet, through a central angle of 45°35' 00" an arc distance of 302.32 feet; thence continuing along said right of way tangent to said curve, North 21° 46' 05" West 32.85 feet to a point on the Westerly prolongation of the Northerly line of said Lot 1; thence Easterly along said prolongated line South 88° 33' 45" East 114.00 feet to the Point of Beginning.

Containing an area of 45,421 square feet of land (1.04 acres), more or less.

Exhibit "B", a plat is attached hereto, and by this reference, made a part hereof.

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

Signature: Dana M. Trezise

Dana M. Trezise, PLS
Licensed Land Surveyor
Contra Costa County Public Works

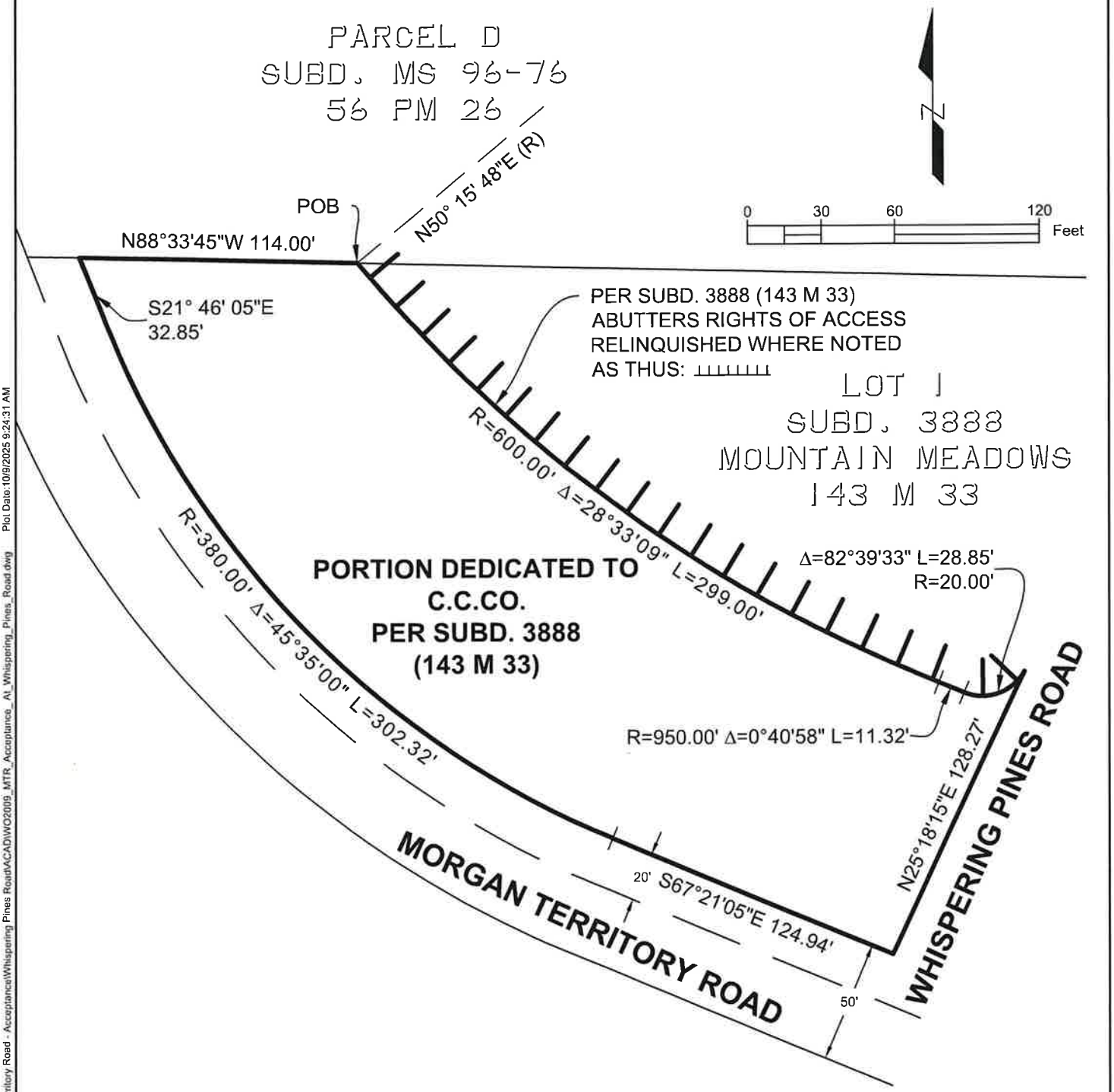
Date: October 8, 2025



G:\Surveys\Legals\Exhibits2025\Morgan Territory Road - Acceptance\Acceptance of portion of Dedication Morgan Territory Road.doc
JS:dtb 10/9/2025

EXHIBIT "B"

PLAT TO ACCOMPANY EXHIBIT "A"



ACCEPTANCE OF PORTION OF OFFER OF DEDICATION
MORGAN TERRITORY ROAD (ROAD NO. 7213)
SUBDIVISION 3888 (143M33)

Instr _____ Recorded _____

Series # _____

CAD FILE: WO2009_MTR_Acceptance_ At_Whispering_Pines_Road.dwg | **Page** 1 of 1

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE:	1"=60'	**DATE:**	10/08/2025
DRAWN BY:	DT	**DRAWING NO.**	A7213-2025K
CHECKED BY:	DT		

File Path: K:\surveys\Right of Way\7213 Morgan Territory Road - Acceptance\Whispering Pines Road\ACAD\WO2009_MTR_Acceptance_ At_Whispering_Pines_Road.dwg Plot Date:10/9/2025 9:24:31 AM

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on November 4 2025 **by the following vote:**

AYE:	5
NO:	0
ABSENT:	0
ABSTAIN:	0
RECUSE:	0

Resolution No. 2025-372

IN THE MATTER OF: Accepting a portion of an offer of dedication for Roadway Purposes for subdivision SD69-3888 and declaring a portion of Morgan Territory as a County Road, as described in Exhibit A and B, for a project developed by Cal-Land Real Estate, a Partnership, as recommended by the Public Works Director, Clayton area. (District IV)

NOW, THEREFORE, BE IT RESOLVED that the dedication of the portions of land that abuts the western boundary of parcel '1', as described in the attached Exhibit A and B and in the map of subdivision SD69-3888 filed February 17, 1972, in Book 143 of FINAL Maps at page 33, Official Records of Contra Costa County, State of California, is hereby ACCEPTED

NOW, THEREFORE, BE IT RESOLVED that the widening of Morgan Territory Road that abuts the western boundary of parcel '1' is ACCEPTED and DECLARED to be a County road as shown and dedicated for public use on the map of subdivision SD69-3888 filed February 17, 1972, in Book 143 of FINAL Maps at page 33, Official Records of Contra Costa County, State of California.

Road Name: Morgan Territory Road
Length (miles): 0.07
Road/ROW Width (varies) 50-175 feet
Road Number: 7213
System: Minor-Rural

Contact: Jocelyn LaRocque
(925) 313-2315

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

ATTESTED: November 4, 2025
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy Clerk June McHuen

C: c: J. Larocque, Engineering Services; D. Baumann, Surveys, K. O'Connor, Engineering Services; M. Smith, Engineering Services; R. Hutchins-Records, K. Piona-Records, K. Rodriguez-Design/Construction, T. Shepherd-Design/Construction, P. Tehaney-Design/Construction, C. Tom, Maintenance; R. Lai, Maintenance, Cal-Land Real Estate, a Partnership.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-373 **Agenda Date:** 11/4/2025 **Agenda #:** C.76.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of improvements for subdivision SD20-09545 and declaring the widening of Midhill Road as a County Road, Martinez area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting completion of improvements for subdivision SD20-09545 and declaring the widening of Midhill Road as a County Road, for a project developed by Civic Heritage View, LLC, as recommended by the Public Works Director, Martinez area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The developer has completed the improvements per the Subdivision Agreement, and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:
The completion of improvements will not be accepted, the warranty period will not begin, and the widening of Midhill Road will not be accepted and declared a County Road.

c: A. Vazquez-Engineering Services, K. O'Connor-Engineering Services, M. Smith- Engineering Services, D. Baumann-Surveys, A. Ruyters-Surveys, C. Herrold-Finance, M. Cordis-Maintenance, R-Hutchins-Records, K. Piona-Records. P. Tahaney-Design/Construction, Civic Heritage View, LLC, Poms & Associates Insurance Broker, LLC, The Ohio Casualty Insurance Company, T-5/4/2026

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF: Accepting completion of improvements for subdivision SD20-09545 and declaring the widening of Midhill Road as a County Road, for a project developed by Civic Heritage View, LLC, as recommended by the Public Works Director, Martinez area. (District V)

WHEREAS, the Public Works Director has notified this Board that the improvements in subdivision SD20-09545 have been completed as provided in the Subdivision Agreement with Civic Heritage View, LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Midhill Road and Midway Drive.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of November 4, 2025, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: November 28, 2023
NAME OF SURETY: The Ohio Casualty Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $926,000, Bond No. 070220870 issued by the above surety be RETAINED for the six-month lien guarantee period until May 4, 2026, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that Midhill Road for the hereinafter described public improvements, as shown and dedicated for public use on the Final Map of subdivision SD20-09545 filed December 14, 2023, in Book 555 of final maps at Page 20-24, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

BE IT FURTHER RESOLVED that Echols Drive, Echols Lane, and Echols Court, for the hereinafter described private roads, as shown and dedicated for private use on the Final Map of Subdivision SD20-09545 filed December 14, 2023, in Book 555 of final maps at Page 20-24, Official Records of Contra Costa County, State of California, have been COMPLETED and are NOT ACCEPTED, at this time.

Road Name: Midhill Road
Length (miles): 0.07
Road/ROW Width 43-53 feet (varies, 10-foot increase for this portion with this project)
Road Number: 3777B
System: MU

BE IT FURTHER RESOLVED that the widening of Midhill Road is ACCEPTED and DECLARED to be a County road as shown and dedicated for public use on the map of subdivision SD20-09545 filed December 14, 2023, in Book 555 of FINAL Maps at page 20-24, Official Records of Contra Costa County, State of California.

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the $18,520.00 cash deposit (Auditor's Deposit Permit No. 872014, dated June 22, 2023) made by Civic Heritage View, LLC, and the performance/maintenance surety bond rider for $277,800.00, Bond No. 070220870 issued by The Ohio Casualty Insurance Company be RETAINED pursuant to the requirements of Section 94-4.406 of the Ordinance Code until release by this Board.

I hereby certify that this 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: Alex Vazquez
(925) 313-2117

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

By: , Deputy

c: A. Vazquez-Engineering Services, K. O'Connor, Engineering Services; M. Smith, Engineering Services; D. Baumann, Surveys, A. Ruyters-Surveys, C. Herrold-Finance, R. Hutchins-Records, K. Piona-Records, T. Shepherd-Design/Construction, P. Tehaney-Design/Construction, M. Cordis- Maintenance; Civic Heritage View, LLC, The Ohio Casualty Insurance Company, T-5/4/2026.

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on November 4 2025 **by the following vote:**

AYE:	5
NO:	0
ABSENT:	0
ABSTAIN:	0
RECUSE:	0

Resolution No. 2025-373

IN THE MATTER OF: Accepting completion of improvements for subdivision SD20-09545 and declaring the widening of Midhill Road as a County Road, for a project developed by Civic Heritage View, LLC, as recommended by the Public Works Director, Martinez area. (District V)

WHEREAS, the Public Works Director has notified this Board that the improvements in subdivision SD20-09545 have been completed as provided in the Subdivision Agreement with Civic Heritage View, LLC, heretofore approved by this Board in conjunction with the filing of the Subdivision Map.

WHEREAS, these improvements are approximately located near Midhill Road and Midway Drive.

NOW, THEREFORE, BE IT RESOLVED that the improvements have been COMPLETED as of November 4, 2025, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement:

DATE OF AGREEMENT: November 28, 2023
NAME OF SURETY: The Ohio Casualty Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $926,000, Bond No. 070220870 issued by the above surety be RETAINED for the six-month lien guarantee period until May 4, 2026, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that Midhill Road for the hereinafter described public improvements, as shown and dedicated for public use on the Final Map of subdivision SD20-09545 filed December 14, 2023, in Book 555 of final maps at Page 20-24, Official Records of Contra Costa County, State of California, are ACCEPTED AS COMPLETE.

BE IT FURTHER RESOLVED that Echols Drive, Echols Lane, and Echols Court, for the hereinafter described private roads, as shown and dedicated for private use on the Final Map of Subdivision SD20-09545 filed December 14, 2023, in Book 555 of final maps at Page 20-24, Official Records of Contra Costa County, State of California, have been COMPLETED and are NOT ACCEPTED, at this time.

Road Name: Midhill Road
Length (miles): 0.07
Road/ROW Width 43-53 feet (varies, 10-foot increase for this portion with this project)
Road Number: 3777B
System: MU

BE IT FURTHER RESOLVED that the widening of Midhill Road is ACCEPTED and DECLARED to be a County road as shown and dedicated for public use on the map of subdivision SD20-09545 filed December 14, 2023, in Book 555 of FINAL Maps at page 20-24, Official Records of Contra Costa County, State of California.

BE IT FURTHER RESOLVED that the beginning of the warranty period is hereby established, and the $18,520.00 cash deposit (Auditor's Deposit Permit No. 872014, dated June 22, 2023) made by Civic Heritage View, LLC, and the performance/maintenance surety bond rider for $277,800.00, Bond No. 070220870 issued by The Ohio Casualty Insurance Company be RETAINED pursuant to the requirements of Section 94-4.406 of the Ordinance Code until release by this Board.

Contact: Alex Vazquez
(925) 313-2117

I hereby certify that this is 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 4 2025
Monica Nino, County Administrator and Clerk of the Board of Supervisors

By: , Deputy Clerk June McHuen

c: A. Vazquez-Engineering Services, K. O'Connor, Engineering Services; M. Smith, Engineering Services; D. Baumann, Surveys, A. Ruyters-Surveys, C. Herrold-Finance, R. Hutchins-Records, K. Piona-Records, T. Shepherd-Design/Construction, P. Tehaney-Design/Construction, M. Cordis- Maintenance; Civic Heritage View, LLC, The Ohio Casualty Insurance Company, T-5/4/2026.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-374 **Agenda Date:** 11/4/2025 **Agenda #:** C.77.

Applicant will be unable to close the road to complete planned utility work replacement.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Francisco Way on November 18, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of overhead utility work, Richmond area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, on November 18, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of overhead utility work, Richmond area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Pacific Gas & Electric Company (PG&E) is replacing an overhead service, installing an overhead transformer and secondary breakers. Due to the narrow road width of Francisco Way at the work site, PG&E has requested the road closure to perform the overhead utility work. There is insufficient road width to setup and operate boom trucks and safely maintain through traffic. This request was previously approved by the Board of Supervisors on September 9, 2025, and in Resolution No. 2025-293. The applicant has submitted a new request due to a revision in construction scheduling.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility work replacement.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, CHP, Sheriff-Patrol Div. Commander

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Francisco Way, from 1923 Francisco Way to 2660 Franciso Way, on November 18, 2025, from 8:30 a.m. through 4:30 p.m., for the purpose of overhead utility work, Richmond area. (District I)

RC25-31

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Francisco Way, from 1923 Francisco Way to 2660 Francisco Way, except for emergency traffic, local residents, US Postal Service and garbage trucks, on November 18, 2025, from 8:30 a.m. through 4:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the California Highway Patrol, Sheriff's Office, and the Contra Costa Fire Protection District.

6. Pacific Gas & Electric Company shall obtain all required permits from the City of El Cerrito for the portions of the road closure that extend into the El Cerrito rights of way.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-375 **Agenda Date:** 11/4/2025 **Agenda #:** C.78.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Ratify the prior decision to fully close a portion of Second Avenue, on October 12, 2025, from 12:00 p.m. to 5:00 p.m., for the purpose of celebrating the 4th Annual Oktoberfest Festival, Crockett area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Second Avenue, between Wanda Street and Pomona Street, on October 12, 2025, from 12:00 p.m. to 5:00 p.m., for the purpose of celebrating the 4th Annual Oktoberfest Festival, Crockett area. (District V)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
A county-maintained road may be closed with approval of the Board of Supervisors and a road closure permit. The Crockett Chamber of Commerce must adhere to the permit conditions set forth by the Public Works Director, or designee, prior to and during the road closure.

CONSEQUENCE OF NEGATIVE ACTION:
The Crockett Chamber of Commerce will not have Board approval for completed road closure.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, CHP, Sheriff-Patrol Div. Commander, Crockett-Carquinez Fire District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Ratifying the prior decision of the Public Works Director, or designee, to fully close a portion of Second Avenue, between Wanda Street and Pomona Street, on October 12, 2025, from 12:00 p.m. to 5:00 p.m., for the purpose of celebrating the 4th Annual Oktoberfest Festival, Crockett area. (District V)

RC25-40

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Crockett Chamber of Commerce to fully close Second Avenue, between Wanda Street and Pomona Street, Wanda Street, between First Avenue and Second Avenue, Ceres Street, between First Avenue and Second Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on October 12, 2025, from 12:00 p.m. to 5:00 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the event area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. The Crockett Chamber of Commerce shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol, and the Crockett-Carquinez Fire District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-381 **Agenda Date:** 11/4/2025 **Agenda #:** C.79.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Termination of County's interest in Storm Drain Easement on 1131 Douglas Court, Alamo area

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DETERMINE that the offer of dedication on 1131 Douglas Court, Alamo for storm drain purposes is not required for storm drain purposes.

ADOPT Resolution to terminate and abandon an Offer of Dedication of excess right of way that is in the Alamo area and is described in Exhibits "A" and "A-1" and shown as Exhibits "B" and "B-1", attached to the Resolution, which property is no longer required for storm drain purposes pursuant to Streets and Highway Code section and 8333(a) and Government Code section 66477.2(c).

AUTHORIZE the Public Works Director, or designee, to execute and deliver a quitclaim deed to the underlying property owner of APN 192-220-015 for recording in the Office of the County Clerk-Recorder, to quitclaim any remaining interest of the County in the dedication area pursuant to Streets and Highway Code section 960 and Government Code section 25526.5.

DETERMINE that the activity is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

DIRECT the Real Estate Division to record Resolution, along with a certified copy of this Staff Report in the Office of the County Clerk-Recorder.

FISCAL IMPACT:
100% Applicant Fees.

BACKGROUND:
Public Works Department staff have determined that (1) the storm drain easement being vacated and quitclaimed on 1131 Douglas Court has not been accepted by the County, (2) the offered area is not required, and will not be used for the purpose for which it was dedicated.

The Applicant is requesting the storm drain easement be vacated and quitclaimed. The Board's actions will expressly terminate and abandon the offer of dedication and remove the County's interest from the title to the underlying property. Any future development, improvement, or use of the Property will be subject to review

under CEQA by the property owner.

CONSEQUENCE OF NEGATIVE ACTION:
The County will not expressly terminate and abandon the Offer of Dedication.

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Dept.
255 Glacier Drive
Martinez, CA 94553
Attention: Ashley Seat

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2025/***
Resolution Terminating and Abandoning
an Offer of Dedication
(Gov. Code 66477.2 (c))

SUBJECT: **ADOPT** Resolution No. 2025/** terminating and abandoning an Offer of Dedication for storm drain easement of 1131 Douglas Court, Alamo Area, District II. Project No.: 0676-6Q1833

WHEREAS, in 1979, Contra Costa County (County) received, but did not accept, an offer of dedication for storm, flood and surface water drainage of Douglas Court. The offer of dedication was included on the approved Subdivision MS 54-77 book 75 page 5.

WHEREAS, the storm drain easement identified as 1131 Douglas Court described in Exhibits A and B and shown as Exhibits A1 and B1 attached hereto was not accepted, and it has been determined that the right of way is not needed for any current or future County drainage purposes.

WHEREAS, the current owners of APN 192-220-015 have requested that the County terminate and abandon the offer of dedication.

WHEREAS, this Termination of an Offer of Dedication of a certain excess right of way is made pursuant to Government Code 66477.2 subdivision (c) and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with Section 8333(a), et. seq.

WHEREAS, the Offer of Dedication is more particularly described in Exhibits “A” and “A-1” and Exhibits “B” and “B-1”, attached hereto and incorporated herein.

WHEREAS, Public Works Department staff has determined there is no possibility that terminating and abandoning the offer of dedication may have a significant adverse effect on the environment.

WHEREAS, there are no known public facilities within the easement area.

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

The Board FINDS that there is no reasonable probability that the offer of dedication will be accepted into the County's drainage system, which the County has not expended County funds to maintain or improve the easement, and it is in the best interest of the County and the public that the easement be terminated.

The Board FINDS that terminating and abandoning the offer of dedication of the drainage easement will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 5, section 15061(b)(3).

The offer of dedication described and depicted in Exhibit "A" and "A-1" is hereby TERMINATED and ABANDONED pursuant to Government Code section 66477.2 subdivision (c), and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with section 8333(a), et, seq.

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

From and after the date this Resolution is recorded, the Offer of Dedication described in Exhibit "A" and "A-1" is terminated and the County's right to accept the offer is abandoned.

AS
G:\realprop\Vacations -Terminations\1131 Douglas Ct\Board Order-Staff Report\V.46 Termination of Offer of Dedication.doc

EXHIBIT 'A'
TERMINATION OF OFFER OF DEDICATION
10-FOOT STORM DRAINAGE EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN UNINCORPORATED ALAMO OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF "PARCEL D", AS SHOWN ON PARCEL MAP ENTITLED "SUBDIVISION MS 54-77", FILED ON MARCH 20, 1979 IN BOOK 75 OF PARCEL MAPS AT PAGE 5 AND 6, ALSO BEING A PORTION OF "PARCEL ONE", AS DESCRIBED IN THAT CERTAIN GRANT DEED GRANTED BY ALI BOLOURCHI TO DAVID A. ELIAHU AND MORAN ELIAHU, RECORDED JUNE 28, 2024 AS DOCUMENT NUMBER 2024-0062016, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

10-FOOT STORM DRAINAGE EASEMENT TO BE TERMINATED:
BEING ALL OF THE CERTAIN STRIP OF LAND MARKED AS A 10-FOOT STORM DRAINAGE EASEMENT AS SHOWN ON SAID "PARCEL D", SAID EASEMENT WAS DEDICATED BY THE OWNERS OF SUBDIVISION MS 54-77 BUT NOT ACCEPTED BY THE COUNTY.

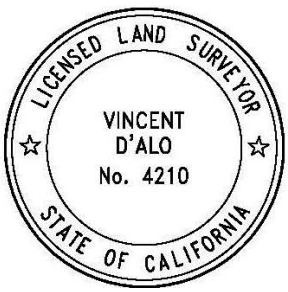
AFFECTING ASSESSOR'S PARCELS (APN'S): 192-220-015-7

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

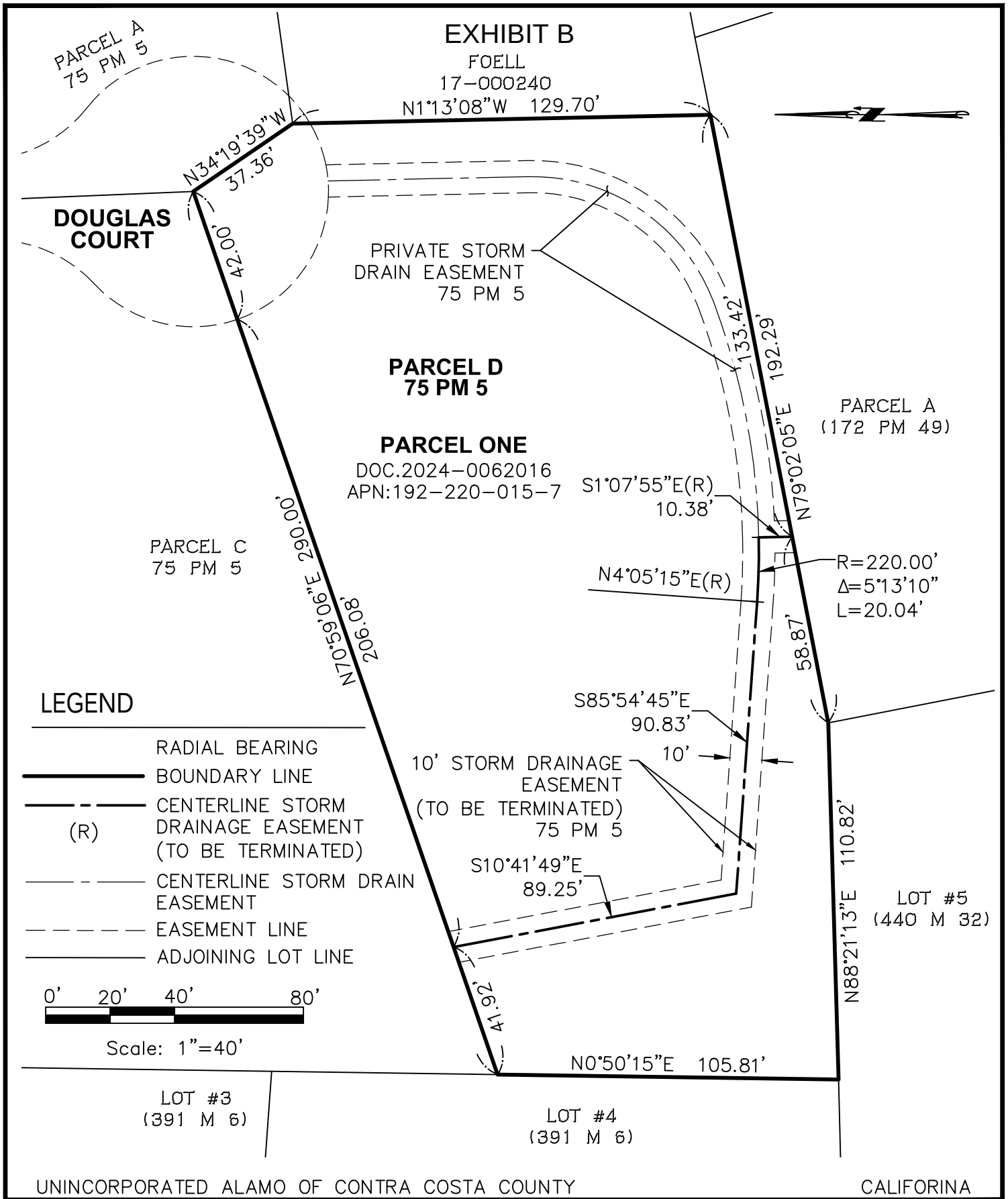
END OF DESCRIPTION

PREPARED BY:

VINCENT J. D'ALO
LS 4210



JULY 22, 2025
DATE



ALIQUOT
Civil Engineers
Traffic Engineers
Surveyors
Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject 10' STORM DRAINAGE EASEMENT TERMINATED
Job No. 224062 Scale 1"=40'
By JJM Date: 7/22/2025 Chkd. VJD

Sheet 1 Of 1

EXHIBIT "A-1"

TERMINATION OF OFFER OF DEDICATION
PORTION OF STORM DRAIN EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN UNINCORPORATED ALAMO OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF "PARCEL D", AS SHOWN ON PARCEL MAP ENTITLED "SUBDIVISION MS 54-77", FILED ON MARCH 20, 1979 IN BOOK 75 OF PARCEL MAPS AT PAGE 5 AND 6, ALSO BEING A PORTION OF "PARCEL ONE", AS DESCRIBED IN THAT CERTAIN GRANT DEED GRANTED BY ALI BOLOURCHI TO DAVID A. ELIAHU AND MORAN ELIZE AHU, RECORDED JUNE 28, 2024, AS DOCUMENT NUMBER 2024-0062016, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

PORTION OF STORM DRAIN EASEMENT TO BE TERMINATED:
BEING A PORTION OF THE CERTAIN STORM DRAIN EASEMENT AS DESCRIBED IN THAT CERTAIN OFFER OF DEDICATION RECORDED MAY 17, 1993, AS DOCUMENT NUMBER 93-128512, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID "PARCEL D" (75 PM 5); THENCE ALONG THE WESTERLY LINE OF "PARCEL D" (75 PM 5), NORTH 00°50'15 EAST, 10.01 FEET; THENCE LEAVING SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF THAT CERTAIN STORM DRAIN EASEMENT RECORDED MAY 17, 1993, AS SAID DOCUMENT NUMBER 93-128512, NORTH 88°21'13" EAST, 79.10 FEET TO THE **POINT OF BEGINNING;**

THENCE FROM THE **POINT OF BEGINNING,** THE FOLLOWING FIVE (5) COURSES:

1. NORTH 60°05'28" WEST, 29.61 FEET,
2. NORTH 41°41'43" EAST, 12.62 FEET,
3. SOUTH 60°05'28" EAST, 45.80 FEET,
4. SOUTH 41°09'54" EAST, 0.92 FEET,
5. SOUTH 88°21'13" WEST, 23.04 FEET, TO THE **POINT OF BEGINNING.**

AFFECTING ASSESSOR'S PARCELS (APN'S): 192-220-015-7

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

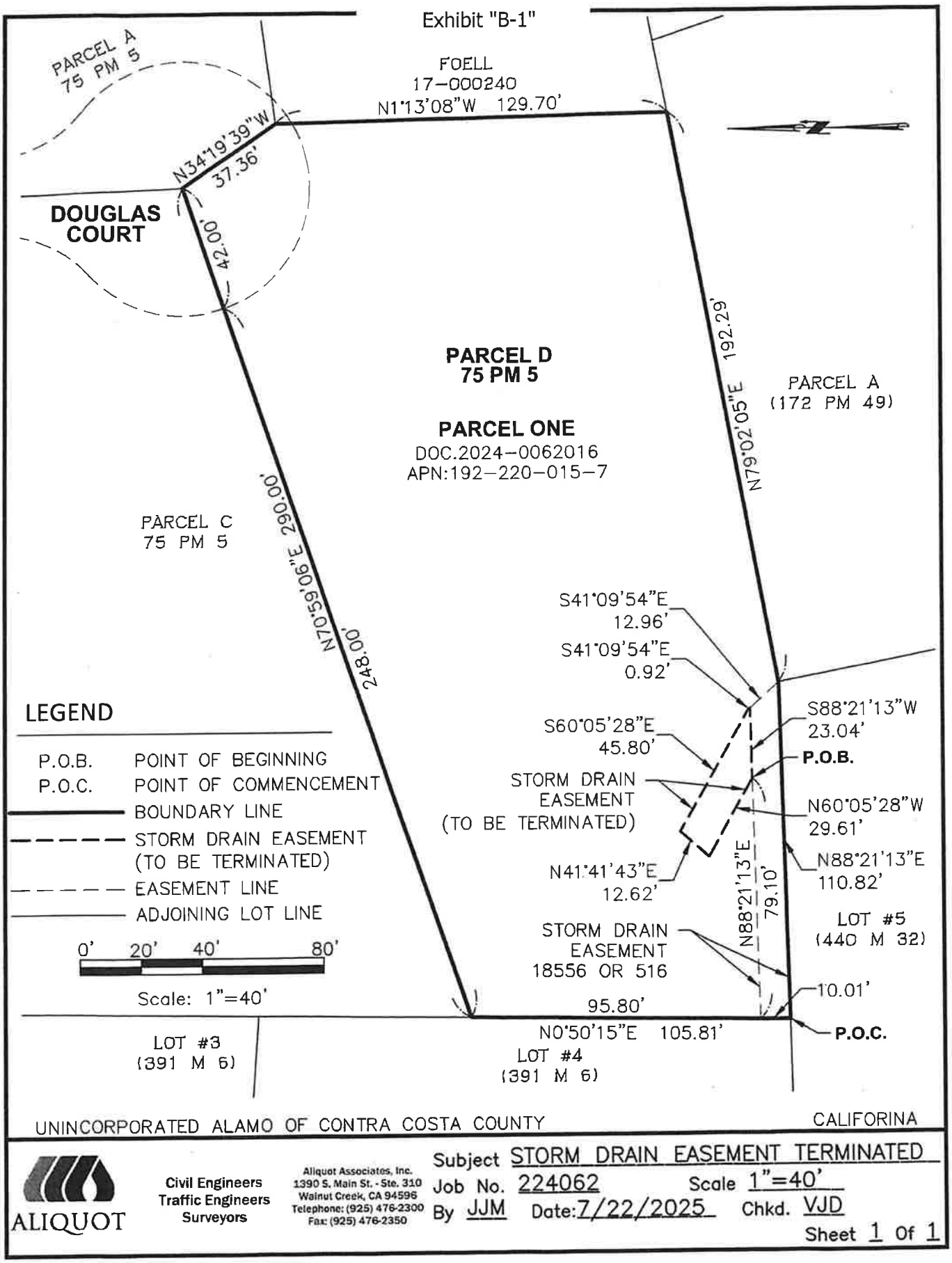
END OF DESCRIPTION

PREPARED BY:

VINCENT J. D'ALO
LS 4210



JULY 22, 2025
DATE



ALIQUOT

Civil Engineers
Traffic Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject STORM DRAIN EASEMENT TERMINATED
Job No. 224062 Scale 1"=40'
By JJM Date: 7/22/2025 Chkd. VJD
Sheet 1 Of 1

PV 5730.2/KC.

PARCEL MAP

PORTION OF THE RANCHO SAN RAMON
CONTRA COSTA COUNTY, CALIFORNIA
MARCH 1977

PETERS VERDUGO INC.
SURVEYORS - ENGINEERS - PLANNERS
LAFAYETTE, CALIFORNIA

SUBDIVISION MS 54-77

OWNER'S CERTIFICATE

THE UNDERSIGNED, BEING THE ONLY PARTY ~~HAVING A RECORD TITLE INTEREST IN THE~~ LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME; AND I DO HEREBY DEDICATE TO PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS SLOPE EASEMENT.

THE AREA MARKED "DRAINAGE EASEMENT" IS DEDICATED TO THE COUNTY OF CONTRA COSTA, OR ITS DESIGNEE, AND TO THE PUBLIC FOR PUBLIC USE FOR STORM, FLOOD AND SURFACE WATER DRAINAGE, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA MARKED "PRIVATE STORM DRAIN EASEMENT" IS HEREBY DEDICATED FOR THE USE BY THE ADJACENT OWNERS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAIN FACILITIES.

DO FURTHER RELINQUISH ALL ABUTTERS RIGHTS OF ACCESS TO LIVORNA ROAD, A COUNTY ROAD, ALONG THE PROPERTY LINE ADJACENT TO LIVORNA ROAD, ON LOT NUMBERS A & B. EXCEPT FOR THE TEMPORARY 16 FOOT ACCESS TO PARCEL "A".

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

Wanda A. Douglas
WANDA A. DOUGLAS

Wanda A. Douglas as Trustee
WANDA A. DOUGLAS AS TRUSTEE

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) S.S.

ON THIS 21st DAY OF March, 1978 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WANDA A. DOUGLAS AND WANDA A. DOUGLAS AS TRUSTEE, KNOWN TO ME TO BE THE PERSON THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

OFFICIAL SEAL
LINDA W. BALLARD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY
My Commission Expires April 29, 1980

Linda W. Ballard
NOTARY PUBLIC IN AND FOR THE COUNTY OF CONTRA COSTA STATE OF CALIFORNIA.

MY COMMISSION EXPIRES: April 29, 1980

COUNTY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) S.S.

I, J.R. OLSSON, COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PARCEL MAP ENTITLED SUBDIVISION MS 54-77 WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE 13TH DAY OF March 1979, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID PARCEL MAP AND DID NOT ACCEPT OR REJECT ON BEHALF OF THE PUBLIC ANY OF THE STREETS, ROADS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN 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 13TH DAY OF March 1979.

J.R. OLSSON
COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS

BY: Helen H Kent
DEPUTY COUNTY CLERK

SURVEYOR'S CERTIFICATE

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 AT THE REQUEST OF WANDA A. DOUGLAS IN FEBRUARY, 1978. I HEREBY STATE THAT THE PARCEL MAP PROCEDURES OF THE LOCAL AGENCY HAVE BEEN COMPLIED WITH AND THAT THIS PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP.

LICENSED LAND SURVEYOR
RAY J. PETERS
3045
STATE OF CALIFORNIA

RAY J. PETERS, L.S. 3045

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATED: 3/5/79

VERNON L. CLINE
ROAD COMMISSIONER - SURVEYOR

BY: Wilbur R Sing
DEPUTY ROAD COMMISSIONER-SURVEYOR

RECORDER'S CERTIFICATE Serial #79-35849

FILED THIS 20th DAY OF March, 1979, AT 11 A.M. IN BOOK 75 OF PARCEL MAPS, AT PAGE 5, AT THE REQUEST OF Wanda A. Douglas

J.R. OLSSON
COUNTY RECORDER

BY: Josephine Sears
DEPUTY COUNTY RECORDER

3-20-79 11 A.M. 75-5

SHEET 1 OF 2

PARCEL MAP

PORTION OF THE RANCHO SAN RAMON

CONTRA COSTA COUNTY CALIFORNIA

SCALE: 1" = 40' MARCH 1978

PETERS VERDUGO INC. SURVEYORS - ENGINEERS - PLANNERS

LAFAYETTE, CALIFORNIA

SUBDIVISION MS 54-77

PV 5730.2/ECF

VICINITY MAP
NO SCALE

θ = -0°56'02"

GRID TRUE

TROTTER WAY

LIVORNA RD.

BASIS OF BEARINGS
N72°23'20"E 966.79' MON.-MON.

FD. STD. COUNTY MON.
500852.960
1,558,812.875

θ TAKEN HERE
FD. STD. COUNTY MON.
501, MS 4-67
1,559,734.353

CONTRA COSTA COUNTY
5377 OR 98

AREA DEEDED TO CONTRA COSTA COUNTY

TEMPORARY 16' ACCESS FOR EXIST. DRIVEWAY

SLOPE EASEMENT DEDICATED TO CONTRA COSTA COUNTY

SLOPE & DRAINAGE EASEMT. TO C.C.CO. (5377-OR-98)

FD. 2X2 HUB & STAKE MKD. "PE" (NO TAG)

10' STORM DRAINAGE EASEMENT

W. LINE 178 OR 484

± 10' STORM DRAIN EASEMT.

PARCEL B
0.93 AC. NET

PARCEL A
1.66 AC. NET

PARCEL C
0.93 AC. NET

PARCEL D
0.93 AC. NET

NONEXCL. EASEMT.
8613-OR-691
8613-OR-695
8613-OR-700

QUIT-CLAIMED 8613-OR-693

DOUGLAS CT.

NON EXCL. R/W (4234 OR 581)

± 10' STORM DRAINAGE EASEMENT

± 10' SAN. SEWER EASEMENT 4550 OR 38

PRIVATE STORM DRAIN EASEMENT

NONEXCL. EASEMT.

SEE DETAIL

ADER
6692 OR 876

WHITELAW
6294 OR 431

E. LINE 3616 OR 189

BUSSEY
5532 OR 529

COLEMAN
8613 OR 698

FOSKETT
6978 OR 935

STRANDIN 7692 OR 811

ANDERSON
2 OR 442

FD. 1" IP (L9 ILLEG.)

SW COR. 178 D 484 FD. 1" I.P. (L.9. ILLEG.)

± PRIVATE 10' STORM DRAIN EASEMT.

10' SAN. SEWER EASEMENT S79°02'05"W (N78°E) 192.29'

S. LINE 178 D 484

19 PM 43

SHEET 2 OF 2

75-6

954

~LEGEND~

[ ] INDICATES RECORD DISTANCES CONVERTED TO GRID.
○ INDICATES SET SURV-KAP ON 5/8" RE-BAR ~ LS 3045
◉ ■ ● INDICATES FOUND POINTS NOTED AS SHOWN
( ) INDICATES RECORD INFORMATION
IIIII INDICATES RELINQUISHMENT OF ABUTTERS RIGHTS.

BASIS OF BEARINGS

CONTRA COSTA COUNTY MONUMENT LINE IN LIVORNA ROAD, AS SHOWN ON DRAWING PA 4234.AG8, ROAD NO. 4233A and IS BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III : N72°23'20"E

DISTANCES SHOWN ARE GRID. MULTIPLY DISTANCES SHOWN BY 1.0000690 TO OBTAIN GROUND-LEVEL DISTANCES.

DETAIL
NO SCALE

DETAIL
NO SCALE

DETAIL
NO SCALE

Recorded at the request of:
Contra Costa County

After recording return to:
David & Moran Eliahu
504 Chives Way
Walnut Creek, CA 94595

Mail Tax Statement to:
David & Moran Eliahu
504 Chives Way
Walnut Creek, CA 94595

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $_____

QUITCLAIM DEED-STORM DRAIN EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged,

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

Does hereby remise, release, and forever quitclaim to DAVID ELIAHU AND MORAN ELIAHU, Trustees of the Eliahu Family Trust dated January 2, 2025, the following described real property in the Unincorporated Area in the County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBITS A AND B AND EXHIBITS A1 AND B1 ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____ By _____
Warren Lai
Public Works Director

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

STATE OF CALIFORNIA) §

COUNTY OF CONTRA COSTA) §

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

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

G:\realprop\Vacations -Terminations\1131 Douglas Ct\Board Order-Staff Report\Draft Quitclaim Deed (granting out).doc

EXHIBIT 'A'
TERMINATION OF OFFER OF DEDICATION
10-FOOT STORM DRAINAGE EASEMENT

ALL THAT CERTAIN REAL PROPERTY SITUATE IN UNINCORPORATED ALAMO OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PORTION OF "PARCEL D", AS SHOWN ON PARCEL MAP ENTITLED "SUBDIVISION MS 54-77", FILED ON MARCH 20, 1979 IN BOOK 75 OF PARCEL MAPS AT PAGE 5 AND 6, ALSO BEING A PORTION OF "PARCEL ONE", AS DESCRIBED IN THAT CERTAIN GRANT DEED GRANTED BY ALI BOLOURCHI TO DAVID A. ELIAHU AND MORAN ELIAHU, RECORDED JUNE 28, 2024 AS DOCUMENT NUMBER 2024-0062016, OFFICIAL RECORDS OF CONTRA COSTA COUNTY.

10-FOOT STORM DRAINAGE EASEMENT TO BE TERMINATED:
BEING ALL OF THE CERTAIN STRIP OF LAND MARKED AS A 10-FOOT STORM DRAINAGE EASEMENT AS SHOWN ON SAID "PARCEL D", SAID EASEMENT WAS DEDICATED BY THE OWNERS OF SUBDIVISION MS 54-77 BUT NOT ACCEPTED BY THE COUNTY.

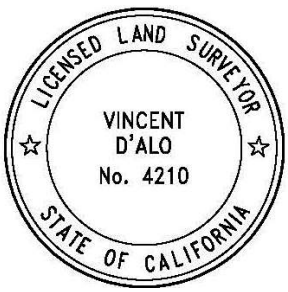
AFFECTING ASSESSOR'S PARCELS (APN'S): 192-220-015-7

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

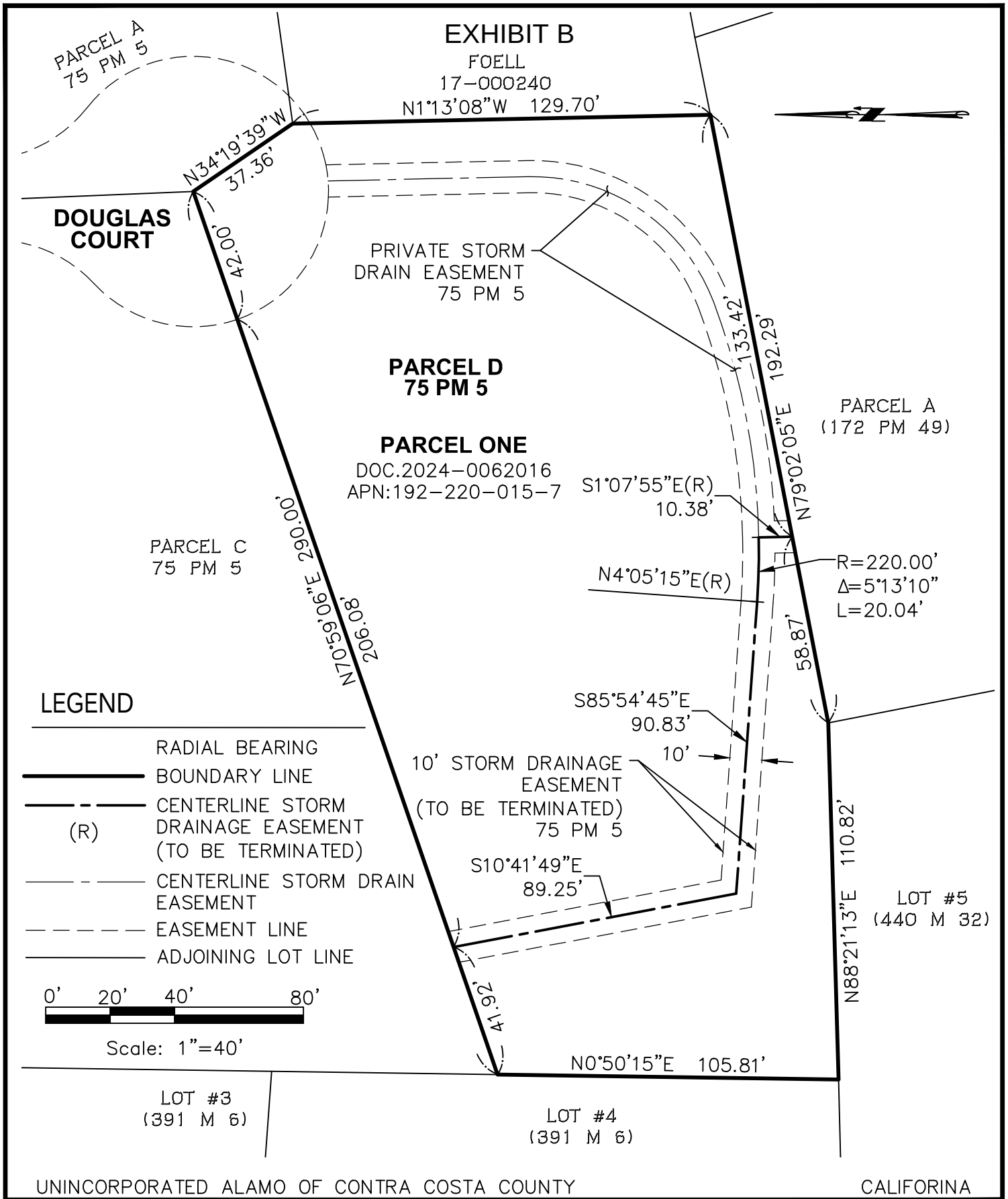
END OF DESCRIPTION

PREPARED BY:

VINCENT J. D'ALO
LS 4210



JULY 22, 2025
DATE



ALIQUOT
Civil Engineers
Traffic Engineers
Surveyors
Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject 10' STORM DRAINAGE EASEMENT TERMINATED
Job No. 224062 Scale 1"=40'
By JJM Date: 7/22/2025 Chkd. VJD

Sheet 1 Of 1

EXHIBIT "A-1"

TERMINATION OF OFFER OF DEDICATION
PORTION OF STORM DRAIN EASEMENT

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PORTION OF STORM DRAIN EASEMENT TO BE TERMINATED:
BEING A PORTION OF THE CERTAIN STORM DRAIN EASEMENT AS DESCRIBED IN THAT CERTAIN OFFER OF DEDICATION RECORDED MAY 17, 1993, AS DOCUMENT NUMBER 93-128512, OFFICIAL RECORDS OF CONTRA COSTA COUNTY, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHWESTERLY CORNER OF SAID "PARCEL D" (75 PM 5); THENCE ALONG THE WESTERLY LINE OF "PARCEL D" (75 PM 5), NORTH 00°50'15 EAST, 10.01 FEET; THENCE LEAVING SAID WESTERLY LINE ALONG THE NORTHERLY LINE OF THAT CERTAIN STORM DRAIN EASEMENT RECORDED MAY 17, 1993, AS SAID DOCUMENT NUMBER 93-128512, NORTH 88°21'13" EAST, 79.10 FEET TO THE **POINT OF BEGINNING;**

THENCE FROM THE **POINT OF BEGINNING,** THE FOLLOWING FIVE (5) COURSES:

1. NORTH 60°05'28" WEST, 29.61 FEET,
2. NORTH 41°41'43" EAST, 12.62 FEET,
3. SOUTH 60°05'28" EAST, 45.80 FEET,
4. SOUTH 41°09'54" EAST, 0.92 FEET,
5. SOUTH 88°21'13" WEST, 23.04 FEET, TO THE **POINT OF BEGINNING.**

AFFECTING ASSESSOR'S PARCELS (APN'S): 192-220-015-7

ATTACHED HERETO A PLAT ENTITLED EXHIBIT 'B' FOR REFERENCE ONLY.

END OF DESCRIPTION

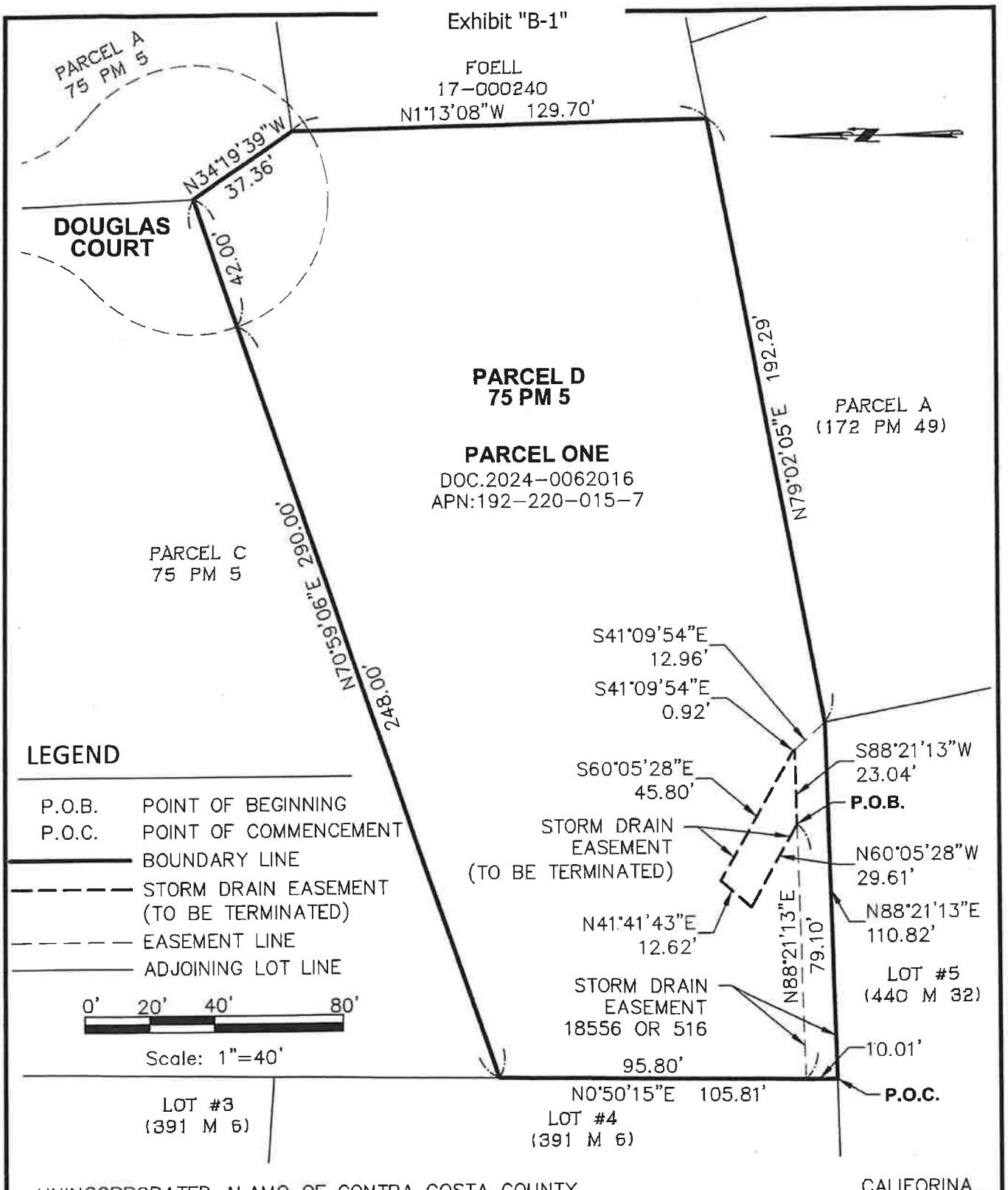
PREPARED BY:

VINCENT J. D'ALO
LS 4210



JULY 22, 2025
DATE

Exhibit "B-1"



ALIQUOT

Civil Engineers
Traffic Engineers
Surveyors

Aliquot Associates, Inc.
1390 S. Main St. - Ste. 310
Walnut Creek, CA 94596
Telephone: (925) 476-2300
Fax: (925) 476-2350

Subject STORM DRAIN EASEMENT TERMINATED

Job No. 224062 Scale 1"=40'

By JJM Date: 7/22/2025 Chkd. VJD

Sheet 1 Of 1

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Dept.
255 Glacier Drive
Martinez, CA 94553
Attention: Ashley Seat

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on 11-04-2025, by the following vote:

AYES: John Gioia, Candace Andersen, Diane Burgis, Ken Carlson, Shanelle Scales-Preston

NOES: None

ABSENT: None

ABSTAIN: None

RESOLUTION NO. 2025/~~381~~
Resolution Terminating and Abandoning
an Offer of Dedication
(Gov. Code 66477.2 (c))

SUBJECT: **ADOPT** Resolution No. 2025/381 terminating and abandoning an Offer of Dedication for storm drain easement of 1131 Douglas Court, Alamo Area, District II. Project No.: 0676-6Q1833

WHEREAS, in 1979, Contra Costa County (County) received, but did not accept, an offer of dedication for storm, flood and surface water drainage of Douglas Court. The offer of dedication was included on the approved Subdivision MS 54-77 book 75 page 5.

WHEREAS, the storm drain easement identified as 1131 Douglas Court described in Exhibits A and B and shown as Exhibits A1 and B1 attached hereto was not accepted, and it has been determined that the right of way is not needed for any current or future County drainage purposes.

WHEREAS, the current owners of APN 192-220-015 have requested that the County terminate and abandon the offer of dedication.

WHEREAS, this Termination of an Offer of Dedication of a certain excess right of way is made pursuant to Government Code 66477.2 subdivision (c) and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with Section 8333(a), et. seq.

WHEREAS, the Offer of Dedication is more particularly described in Exhibits "A" and "A-1" and Exhibits "B" and "B-1", attached hereto and incorporated herein.

WHEREAS, Public Works Department staff has determined there is no possibility that terminating and abandoning the offer of dedication may have a significant adverse effect on the environment.

WHEREAS, there are no known public facilities within the easement area.

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

The Board FINDS that there is no reasonable probability that the offer of dedication will be accepted into the County's drainage system, which the County has not expended County funds to maintain or improve the easement, and it is in the best interest of the County and the public that the easement be terminated.

The Board FINDS that terminating and abandoning the offer of dedication of the drainage easement will not have a significant effect on the environment and is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 5, section 15061(b)(3).

The offer of dedication described and depicted in Exhibit "A" and "A-1" is hereby TERMINATED and ABANDONED pursuant to Government Code section 66477.2 subdivision (c), and to Part 3 of Division 9, Chapter 4 of the Streets and Highways Code, commencing with section 8333(a), et, seq.

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

From and after the date this Resolution is recorded, the Offer of Dedication described in Exhibit "A" and "A-1" is terminated and the County's right to accept the offer is abandoned.

AS
G:\realprop\Vacations -Terminations\1131 Douglas Ct\Board Order-Staff Report\V.46 Termination of Offer of Dedication.doc

EXHIBIT 'A'
TERMINATION OF OFFER OF DEDICATION
10-FOOT STORM DRAINAGE EASEMENT

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AFFECTING ASSESSOR'S PARCELS (APN'S): 192-220-015-7

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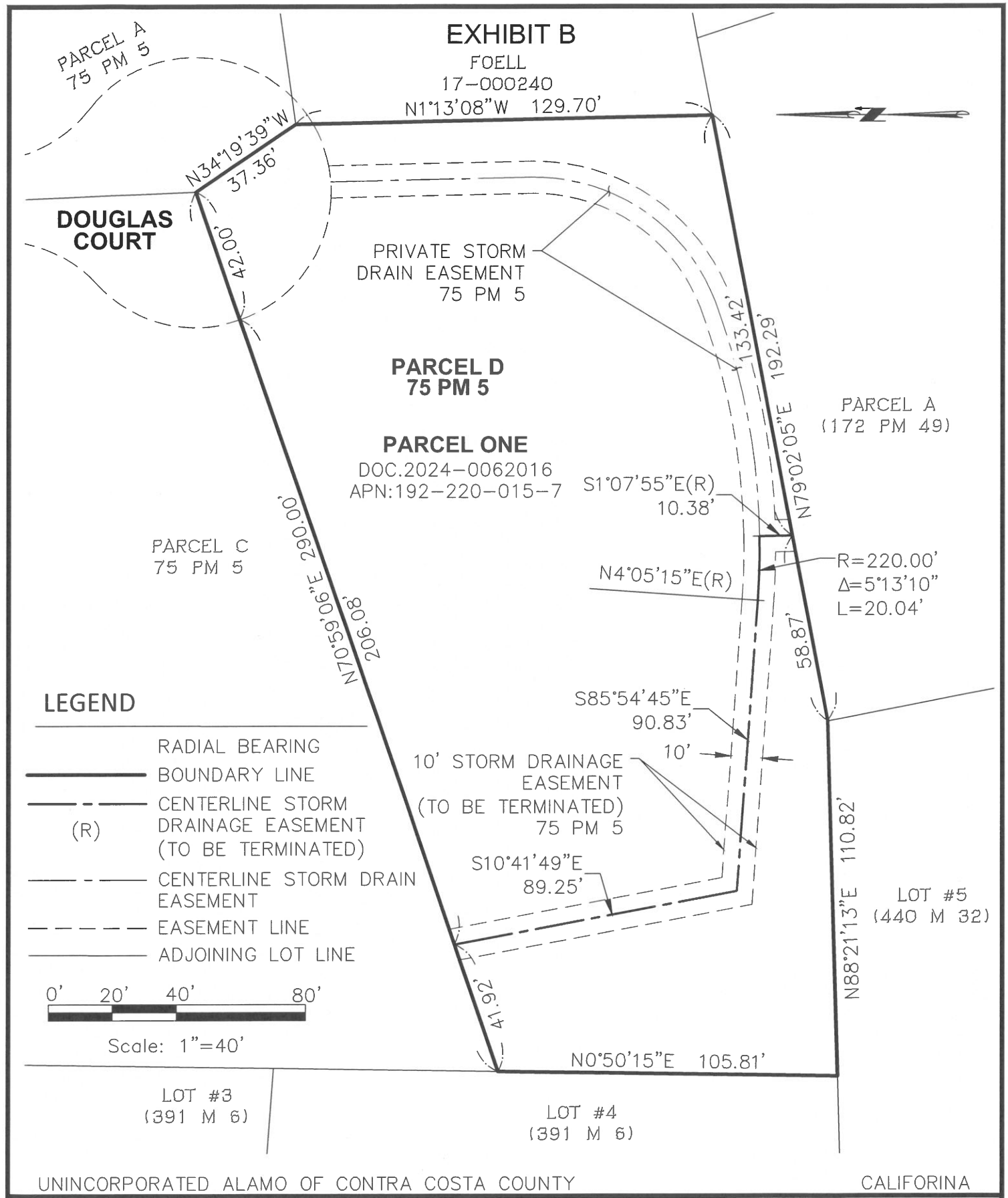
END OF DESCRIPTION

PREPARED BY:

VINCENT J. D'ALO
LS 4210

LICENSED LAND SURVEYOR
VINCENT
D'ALO
No. 4210
STATE OF CALIFORNIA

JULY 22, 2025
DATE



ALIQUOT
Civil Engineers
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Subject 10' STORM DRAINAGE EASEMENT TERMINATED
Job No. 224062 Scale 1"=40'
By JJM Date: 7/22/2025 Chkd. VJD

Sheet 1 Of 1

EXHIBIT "A-1"

TERMINATION OF OFFER OF DEDICATION
PORTION OF STORM DRAIN EASEMENT

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THENCE FROM THE **POINT OF BEGINNING,** THE FOLLOWING FIVE (5) COURSES:

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2. NORTH 41°41'43" EAST, 12.62 FEET,
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AFFECTING ASSESSOR'S PARCELS (APN'S): 192-220-015-7

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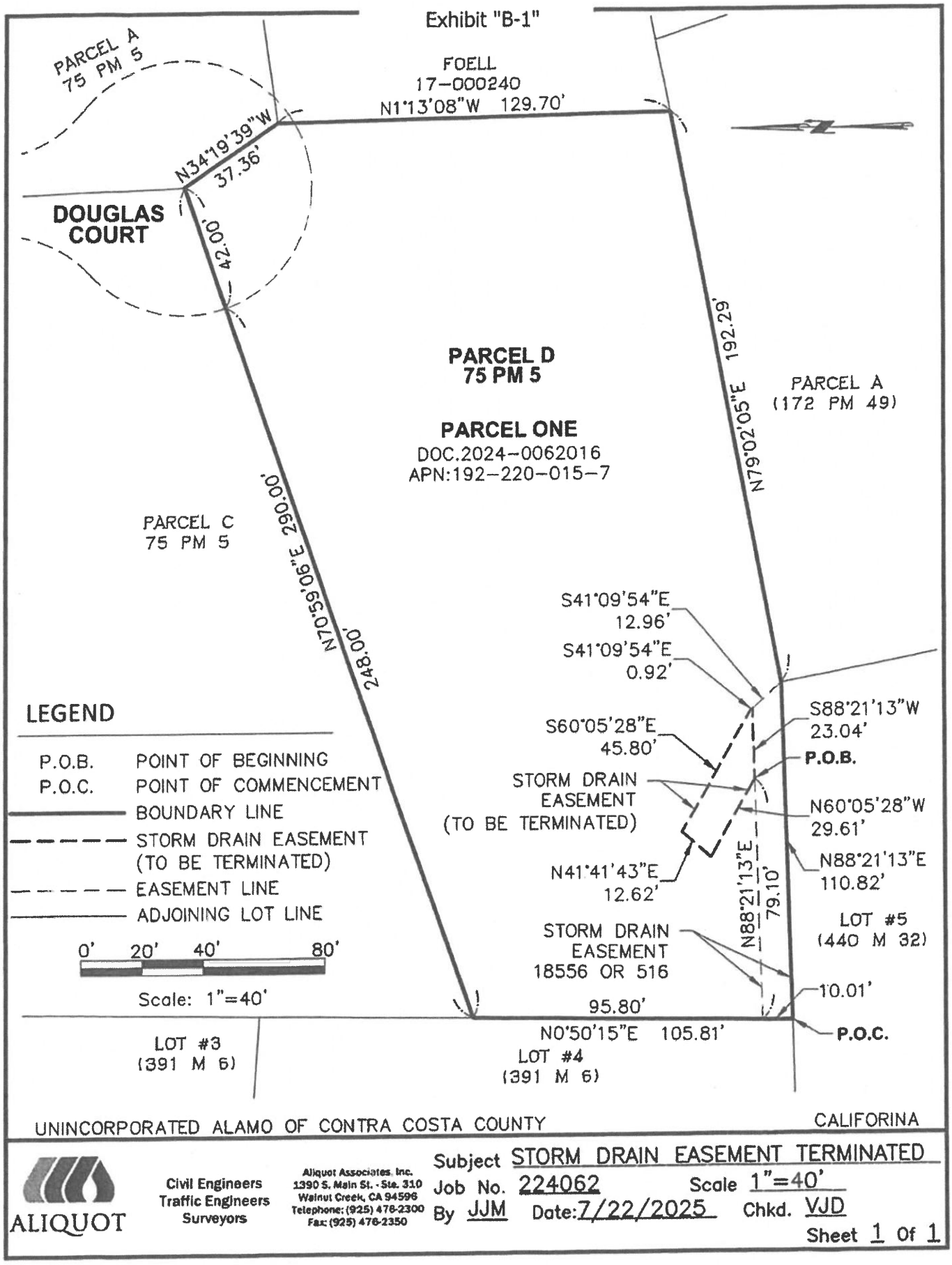
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PREPARED BY:

VINCENT J. D'ALO
LS 4210



JULY 22, 2025
DATE



ALIQUOT

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Job No. 224062 Scale 1"=40'
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Sheet 1 Of 1

PV 5730.2/KC

PARCEL MAP

PORTION OF THE RANCHO SAN RAMON
CONTRA COSTA COUNTY, CALIFORNIA
MARCH 1977

PETERS VERDUGO INC. SURVEYORS - ENGINEERS - PLANNERS
LAFAYETTE, CALIFORNIA

SUBDIVISION MS 54-77

OWNER'S CERTIFICATE

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING A RECORD TITLE INTEREST IN THE LANDS DELINEATED AND EMBRACED WITHIN THE HEAVY BLACK LINES UPON THIS MAP DO HEREBY CONSENT TO THE MAKING AND RECORDATION OF THE SAME; AND I DO HEREBY DEDICATE TO PUBLIC USE THOSE PORTIONS OF SAID LANDS DESIGNATED ON SAID MAP AS SLOPE EASEMENT.

THE AREA MARKED "DRAINAGE EASEMENT" IS DEDICATED TO THE COUNTY OF CONTRA COSTA, OR ITS DESIGNEE, AND TO THE PUBLIC FOR PUBLIC USE FOR STORM, FLOOD AND SURFACE WATER DRAINAGE, INCLUDING CONSTRUCTION, ACCESS OR MAINTENANCE OF WORKS, IMPROVEMENTS AND STRUCTURES, WHETHER COVERED OR OPEN, OR THE CLEARING OF OBSTRUCTIONS AND VEGETATION.

THE AREA MARKED "PRIVATE STORM DRAIN EASEMENT" IS HEREBY DEDICATED FOR THE USE BY THE ADJACENT OWNERS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAIN FACILITIES.

DO FURTHER RELINQUISH ALL ABUTTERS RIGHTS OF ACCESS TO LIVORNA ROAD, A COUNTY ROAD, ALONG THE PROPERTY LINE ADJACENT TO LIVORNA ROAD, ON LOT NUMBERS A & B, EXCEPT FOR THE TEMPORARY 16 FOOT ACCESS TO PARCEL "A".

THIS MAP SHOWS ALL EASEMENTS ON THE PREMISES, OR OF RECORD.

Wanda A. Douglas
WANDA A. DOUGLAS

Wanda A. Douglas as Trustee
WANDA A. DOUGLAS AS TRUSTEE

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) S.S.

ON THIS 21st DAY OF March, 1978 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WANDA A. DOUGLAS AND WANDA A. DOUGLAS AS TRUSTEE, KNOWN TO ME TO BE THE PERSON THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

OFFICIAL SEAL
LINDA W. BALLARD
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
CONTRA COSTA COUNTY
My Commission Expires April 29, 1980

Linda W. Ballard
NOTARY PUBLIC IN AND FOR THE COUNTY OF CONTRA COSTA STATE OF CALIFORNIA.

MY COMMISSION EXPIRES: April 29, 1980

COUNTY CLERK'S CERTIFICATE

STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) S.S.

I, J.R. OLSSON, COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING PARCEL MAP ENTITLED SUBDIVISION MS 54-77 WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE 13th DAY OF March 1979, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVED SAID PARCEL MAP AND DID NOT ACCEPT OR REJECT ON BEHALF OF THE PUBLIC ANY OF THE STREETS, ROADS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

I FURTHER CERTIFY THAT ALL BONDS AS REQUIRED BY LAW TO ACCOMPANY THE WITHIN 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 13th DAY OF March 1979.

J. R. OLSSON
COUNTY CLERK AND EX-OFFICIO CLERK OF THE BOARD OF SUPERVISORS

BY: Helen H Kent
DEPUTY COUNTY CLERK

SURVEYOR'S CERTIFICATE

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 AT THE REQUEST OF WANDA A. DOUGLAS IN FEBRUARY, 1978. I HEREBY STATE THAT THE PARCEL MAP PROCEDURES OF THE LOCAL AGENCY HAVE BEEN COMPLIED WITH AND THAT THIS PARCEL MAP CONFORMS TO THE APPROVED TENTATIVE MAP AND THE CONDITIONS OF APPROVAL THEREOF WHICH WERE REQUIRED TO BE FULFILLED PRIOR TO THE FILING OF THE PARCEL MAP.

LICENSED LAND SURVEYOR
RAY J. PETERS
3045
STATE OF CALIFORNIA

RAY J. PETERS, L.S. 3045

COUNTY SURVEYOR'S CERTIFICATE

THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE.

DATED: 3/5/79

VERNON L. CLINE
ROAD COMMISSIONER - SURVEYOR

BY: Wellon R Sing
DEPUTY ROAD COMMISSIONER - SURVEYOR

RECORDER'S CERTIFICATE Serial # 79-35849

FILED THIS 20th DAY OF March, 1979, AT 11 A.M. IN BOOK 75 OF PARCEL MAPS, AT PAGE 5, AT THE REQUEST OF Wanda A. Douglas

J.R. OLSSON
COUNTY RECORDER

BY: Josephine Sousa
DEPUTY COUNTY RECORDER

SHEET 1 OF 2

3-20-79 11 A.M. 75-5

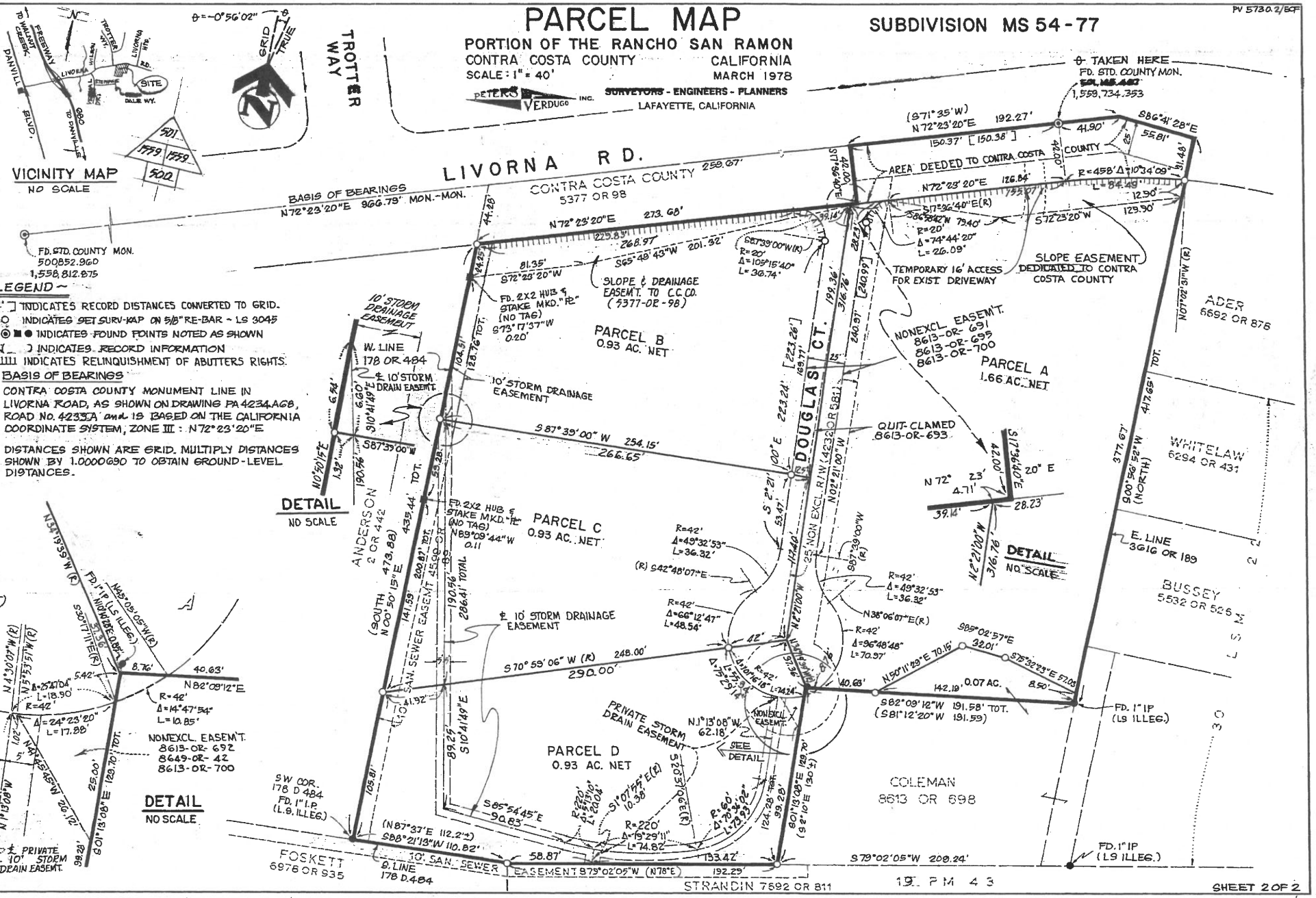
996

PARCEL MAP

PORTION OF THE RANCHO SAN RAMON
CONTRA COSTA COUNTY CALIFORNIA
SCALE: 1" = 40' MARCH 1978
PETERS VERDUGO INC. SURVEYORS - ENGINEERS - PLANNERS
LAFAYETTE, CALIFORNIA

SUBDIVISION MS 54-77

PV 5730.2/BCF



~LEGEND~

['] INDICATES RECORD DISTANCES CONVERTED TO GRID.
○ INDICATES SET SURV-KAP ON 5/8" RE-BAR - LS 3045
◉ ■ ● INDICATES FOUND POINTS NOTED AS SHOWN
( ) INDICATES RECORD INFORMATION
IIIII INDICATES RELINQUISHMENT OF ABUTTERS RIGHTS.

BASIS OF BEARINGS

CONTRA COSTA COUNTY MONUMENT LINE IN LIVORNA ROAD, AS SHOWN ON DRAWING PA 4234.AG8, ROAD No. 4233A and 19 BASED ON THE CALIFORNIA COORDINATE SYSTEM, ZONE III: N72°23'20"E

DISTANCES SHOWN ARE GRID. MULTIPLY DISTANCES SHOWN BY 1.0000690 TO OBTAIN GROUND-LEVEL DISTANCES.

75-6

967

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-376 **Agenda Date:** 11/4/2025 **Agenda #:** C.80.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Purdue Avenue on November 13, 2025, from 7:30 a.m. though 5:30 p.m., for the purpose of a utility pole replacement, Kensington area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Purdue Avenue, between Beloit Avenue and Kenyon Avenue, on November 13, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Purdue Avenue at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to replace the existing utility pole. There is insufficient road width to set up and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, Kensington Fire Protection District

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Purdue Avenue, between Beloit Avenue and Kenyon Avenue, on November 13, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC25-41

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close a portion of Purdue Avenue, between Beloit Avenue and Kenyon Avenue, except for emergency traffic, local residents, US Postal Service and garbage trucks, on November 13, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Notify and obtain acknowledgements of the planned closure from the Kensington Police Department, and the Kensington Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-377 **Agenda Date:** 11/4/2025 **Agenda #:** C.81.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approve and Authorize to fully close a portion of Edgecroft Road, on November 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (No fiscal impact)

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution approving and authorizing the Public Works Director, or designee, to fully close a portion of Edgecroft Road, between 81 Edgecroft Road and 27 Edgecroft Road, on November 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
Due to the narrow road width of Edgecroft Road at the work site, Pacific Gas & Electric Company (PG&E) has requested the road closure to replace the existing utility pole. There is insufficient road width to set up and operate boom trucks and safely maintain through traffic. Applicant shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:
Applicant will be unable to close the road to complete planned utility pole replacement.

c: Jocelyn LaRocque-Engineering Services, Marke Smith-Engineering Services, Devon Patel-Engineering Services, Bob Hendry-Engineering Services, Michelle Cordis-Maintenance, Kensington Police Department, and the Kensington Fire Protection District.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Edgecroft Road, between 81 Edgecroft Road and 27 Edgecroft Road, on November 12, 2025, from 7:30 a.m. through 5:30 p.m., for the purpose of replacing a utility pole, Kensington area. (District I)

RC25-42

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Pacific Gas & Electric Company to fully close Edgecroft Road, between 81 Edgecroft Road and 27 Edgecroft Road, except for emergency traffic, local residents, US Postal Service and garbage trucks, on November 12, 2025, from 7:30 a.m. through 5:30 p.m., subject to the following conditions:

1. Traffic will be detoured via roads identified in a traffic control plan, reviewed by the Public Works Department. Emergency vehicles, residents within the construction area and essential services will be allowed access as required.

2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.

3. Pacific Gas & Electric Company shall comply with the requirements of the Ordinance Code of Contra Costa County.

4. Provide the County with a Certificate of Insurance in the amount of $1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.

5. Notify and obtain acknowledgements of the planned closure from the Kensington Police Department, and the Kensington Fire Protection District.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-378 **Agenda Date:** 11/4/2025 **Agenda #:** C.82.

To: **Board of Supervisors**

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Accepting completion of landscape improvements for Drainage Improvement DA04-00035 (cross-reference subdivision SD99-08381), Danville area.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution No. 2025- accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for Drainage Improvement Agreement DA04-00035 (cross-reference subdivision SD99-08381), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp., as recommended by the Public Works Director, Danville area. (District II)

FISCAL IMPACT:
100% Developer Fees

BACKGROUND:
The developer has completed the landscape improvements under the Subdivision Agreement (Right-of-Way Landscaping), and in accordance with the Title 9 of the County Ordinance Code.

CONSEQUENCE OF NEGATIVE ACTION:
The developer will not receive a refund of the cash deposit, and surety bond will not be exonerated, and completion of private improvements will not be accepted.

c: Jocelyn LaRocque-Engineering Services, Alex Vazquez-Engineering Services, Kellen O'Connor-Engineering Services, Devon Patel- Engineering Services, Paul Tehaney-Design/Construction, Theresa Shepherd-Design/Construction, Ciara Herrold- Finance, Michelle Cordis-Maintenance, Chris Hallford-Mapping, C. Low-City of San Ramon, Shapell Homes, The Continental Insurance Company, T-April 21, 2026

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF: accepting completion of landscape improvements for Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for Drainage Improvement Agreement DA04-00035 (cross-reference subdivision SD99-08381), for a project being developed by Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp., as recommended by the Public Works Director, Danville area. (District II)

WHEREAS, these improvements are approximately located near Casablanca Street and Charbray Street.

WHEREAS, the Public Works Director has notified this Board that the landscape improvements for Drainage Improvement Agreement DA04-00035 (cross-reference subdivision SD99-08381), have been completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp., heretofore approved by this Board.

NOW, THEREFORE, BE IT RESOLVED that the landscape improvements for Drainage Improvement Agreement DA04-00035 have been COMPLETED as of November 4, 2025, thereby establishing the six-month terminal period for the filing of liens in case of action under said Subdivision Agreement (Right-of-Way Landscaping):

DATE OF AGREEMENT : April 21, 2009

NAME OF SURETY: The Continental Insurance Company

BE IT FURTHER RESOLVED the payment (labor and materials) surety for $5,950.00, Bond No. 929467117 issued by the above surety be RETAINED for the six-month lien guarantee period until May 4, 2026, at which time the Board AUTHORIZES the release of said surety less the amount of any claims on file.

BE IT FURTHER RESOLVED that there is no warranty and maintenance period required, and the Public Works Director is AUTHORIZED to refund the $1,000 cash security for performance (Auditor's Deposit Permit No. 520514, dated March 19, 2009) plus interest in accordance with Government Code Section 53079, if appropriate, to Shapell Homes, a Division of Shapell Industries, Inc., a Delaware Corp., pursuant to the requirements of the Ordinance Code; and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 929467117, dated April 21, 2009 are EXONERATED.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-379 **Agenda Date:** 11/4/2025 **Agenda #:** C.83.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Resolution of Acceptance and Notice of Completion for Contra Costa Regional Medical Center Cooling Tower Replacement Project, located at 2500 Alhambra Avenue, Martinez

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT Resolution accepting as complete the contracted work performed by Dowdle & Sons Mechanical, Inc. (DSM), a California Corporation, for the Contra Costa Regional Medical Center Cooling Tower Replacement Project, 2500 Alhambra Avenue, Martinez.

FISCAL IMPACT:
No fiscal impact associated with accepting completion of contracted work.

BACKGROUND:
On November 7, 2023, the Board awarded a contract in the amount of $3,167,000 to DSM to replace the cooling towers at the Contra Costa Regional Medical Center hospital building in Martinez.

Mutually agreed change orders, totaling $1,039,947.20, brought the construction contract amount to a final sum of $4,206,947.20. Change Orders were primarily required due to either unforeseen conditions, or value-added changes requested by the Health Services Department, including Change Order No. 4 in the amount of $325,835.09, required due to unforeseen conditions, and approved by the Board on December 17, 2024.

All required permit inspections have been completed and approved. Furthermore, the Public Works Department has reviewed the work and found it to be complete. Therefore, Contra Costa County Public Works Department recommends that the Board adopt the resolution accepting the contract work as complete.

CONSEQUENCE OF NEGATIVE ACTION:
Accepting the contract as complete is standard procedure and allows for proper closeout of the contract. If the contract is not accepted as complete, the period for filing stop payment notices and bond claims may be extended and then Contra Costa County will incur expenses for additional contract administration.

Recorded at the request of: **Clerk of the Board**
Return To: **Public Works Dept**

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

Adopted this Resolution on _____by the following vote:

AYE:	
NO:	
ABSENT:	
ABSTAIN:	
RECUSE:	

Resolution No.

IN THE MATTER OF

Adopting Resolution, Accepting and giving Notice of Completion of Contract with Dowdle & Sons Mechanical, Inc. (DSM), for the completion of Contra Costa Regional Medical Center Cooling Tower Replacement, Project No 250-2008 (District V)

WHEREAS, on November 7, 2023, the Board awarded a contract in the amount of $3,167,000 to Dowdle & Sons Mechanical, Inc. (DSM), of American Canyon, CA, to construct the Contra Costa Regional Medical Center Cooling Tower Replacement, located at 2500 Alhambra Avenue, Martinez, CA (Project); and

WHEREAS, on November 7, 2023, the County (Owner) Contracted with DSM as General Contractor, with Security National Insurance Company as surety, for construction of the Project; and

WHEREAS, the initial contract amount was $3,167,000 and mutually agreed change orders, totaling $1,039,947.20, have brought the construction contract amount to a final sum of $4,206,945.20; and

WHEREAS, the Public Works Department reports that the Project was substantially complete as of June 4, 2025 and that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its final acceptance as of November 4, 2025.

NOW, THEREFORE, BE IT RESOLVED that:

Said work is accepted as complete as of November 4, 2025, as recommended by the Public Works Director; and

The Clerk of the Board shall file with the County Recorder within fifteen (15) days of November 4, 2025 a copy of this Resolution and the attached Notice of Completion for said work pursuant to Civil Code Section 9204.

Contact:

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

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

ATTESTED:

By: , Deputy

Cc:

Recorded at the request of: Clerk of the Board
Return To: Public Works Dept

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

Adopted this Resolution on 11-04-2025 **by the following vote:**

AYE:	5	John Gioia, Candace Andersen, Diane Burgis, Ken Carlson, Shanelle Scales-Preston
NO:	0	
ABSENT:	0	
ABSTAIN:	0	
RECUSE:	0	

Resolution No. 2025-379

IN THE MATTER OF

Adopting Resolution, Accepting and giving Notice of Completion of Contract with Dowdle & Sons Mechanical, Inc. (DSM), for the completion of Contra Costa Regional Medical Center Cooling Tower Replacement, Project No 250-2008 (District V)

WHEREAS, on November 7, 2023, the Board awarded a contract in the amount of $3,167,000 to Dowdle & Sons Mechanical, Inc. (DSM), of American Canyon, CA, to construct the Contra Costa Regional Medical Center Cooling Tower Replacement, located at 2500 Alhambra Avenue, Martinez, CA (Project); and

WHEREAS, on November 7, 2023, the County (Owner) Contracted with DSM as General Contractor, with Security National Insurance Company as surety, for construction of the Project; and

WHEREAS, the initial contract amount was $3,167,000 and mutually agreed change orders, totaling $1,039,947.20, have brought the construction contract amount to a final sum of $4,206,945.20; and

WHEREAS, the Public Works Department reports that the Project was substantially complete as of June 4, 2025 and that said work has been inspected and complies with the approved plans, special provisions and standard specifications and recommends its final acceptance as of November 4, 2025.

NOW, THEREFORE, BE IT RESOLVED that:

Said work is accepted as complete as of November 4, 2025, as recommended by the Public Works Director; and

The Clerk of the Board shall file with the County Recorder within fifteen (15) days of November 4, 2025 a copy of this Resolution and the attached Notice of Completion for said work pursuant to Civil Code Section 9204.

Contact:

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

11-04-2025

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

ATTESTED:

By: , Deputy June McHuen

Cc:

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-380 **Agenda Date:** 11/4/2025 **Agenda #:** C.84.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Termination of County's interest on Excess Road Right of Way on Miranda Avenue, Alamo area

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
DETERMINE that this vacation request is for an excess right of way of a street or highway not required for street or highway purposes.

ADOPT Resolution to summarily vacate an excess right of way of a street or highway that is in the Alamo area and is described in Exhibit A and Exhibit B attached to the Resolution, which property is no longer required for street or highway purposes pursuant to Streets and Highways Code, commencing with Section 8330, et seq.

AUTHORIZE the Public Works Director, or designee, to execute and deliver a quitclaim deed to the adjacent property owner of APN 193-030-018 for recording in the Office of the County Clerk-Recorder, to quitclaim any remaining interest of the County in the dedication area pursuant to Streets and Highway Code section 960 and Government Code section 25526.5.

DETERMINE that the activity is not subject to the California Environmental Quality Act (CEQA), pursuant to Article 5, Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment,

DIRECT the Real Estate Division to record Resolution, along with a certified copy of this Staff Report in the Office of the County Clerk-Recorder.

FISCAL IMPACT:
100% Applicant Fees.

BACKGROUND:
On May 20, 2025, this item was approved by the Board of Supervisors. It was discovered after the approval that the area to be vacated and the square footage on the Plats and Legals was incorrect.

Public Works Department staff have determined that (1) the excess right-of-way being vacated and quitclaimed on Miranda Avenue was accepted by the County, (2) the area is not required, and will not be used for the purpose for which it was dedicated.

The Applicant is requesting the excess road right-of-way be vacated and quitclaimed for privacy and safety

issues. The Board's actions will expressly vacate and remove the County's interest from the title to the underlying property.
Public Works Environmental staff have determined that the vacation of the excess road right-of-way for the property improvements (installation of a concrete sidewalk and driveway gates) on the developed property will not have a significant effect on the environment.

CONSEQUENCE OF NEGATIVE ACTION:
The County will not expressly vacate the property, preventing the adjacent property owner from installing a privacy/safety gate at each driveway entrance.

Recorded at the request of:
Contra Costa County

After recording return to:
Uchechukwu Ezeh
2640 Miranda Ave.
Alamo, CA 94507

Mail Tax Statement to:
Uchechukwu Ezeh
2640 Miranda Ave.
Alamo, CA 94507

The Undersigned Grantor(s) Declare(s): DOCUMENTARY TRANSFER TAX $_____

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged,

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

Does hereby remise, release, and forever quitclaim to Uchechukwu Ezeh, the following described real property in the unincorporated area of Alamo, the County of Contra Costa, State of California,

FOR DESCRIPTION SEE EXHIBIT A AND B ATTACHED HERETO AND MADE A PART HEREOF.

CONTRA COSTA COUNTY

Date: _____ By _____
Warren Lai
Public Works Director

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

STATE OF CALIFORNIA) §

COUNTY OF CONTRA COSTA) §

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

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

Quitclaim
From Contra Costa County to Ezeh
Portion of Miranda Avenue
Road No. 4447C
Adjoining APN 193-030-018
Drawing No. A4447C-2025D

EXHIBIT "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being a portion of the North One-Half of the North One-Half of Section 7, Township 1 South, Range 1 West, Mount Diablo Meridian, described as follows:

Being a portion of Miranda Avenue, a public road fifty (50) feet in width, as described in that certain Deed from August Bowers et al. to Contra Costa County, dated August 12, 1878, recorded September 10, 1878, in Book 35 of Deeds at Page 325, Contra Costa County Records (35 D 325), and also being a portion of Parcel Two described in that certain Grant Deed from Thomas E. Morris to Contra Costa County, a political subdivision of the State of California, recorded September 17, 1991, in Book 16872 of Official Records at Page 993, Recorder No. 91-188575, Contra Costa County Records (16872 OR 993), more particularly described as follows:

Beginning at a point on the westerly line of Parcel One as described in that certain Grant Deed to W. J. Murphy et ux., recorded May 08, 1956, in Book 2761 of Official Records at Page 462, Contra Costa County Records (2761 OR 462), being on the centerline of said Miranda Avenue (35 D 325), distant thereon North 36° 36' 32" East, 168.50 feet (the bearing of North 36° 36' 32" East being taken for the purpose of this description per the map of Subdivision 7601, filed July 13, 1994, in Book 374 of Maps at Page 8, Contra Costa County Records [374 M 8]) from the southwesterly corner of said Parcel One (2761 OR 462); thence from said **Point of Beginning**, continuing along said westerly line of Parcel One (2761 OR 461), continuing along said centerline of Miranda Avenue (35 D 325), North 36° 36' 32" East, 3.20 feet to a point on the westerly prolongation of the northerly line of that certain parcel of land described in the Grant Deed from W. J. Murphy et ux. to Leroy James Caton et ux. recorded January 22, 1964, in Book 4537 of Official Records at Page 576, Contra Costa County Records (4537 OR 576); thence leaving said westerly line of Parcel One (2761 OR 461), leaving said centerline of Miranda Avenue (35 D 325), along said westerly prolongation of the northerly line of said Caton parcel (4537 OR 576), South 83° 13' 41" East, 13.35 feet to a point on the northwesterly line of Vacation No. V2009G, recorded December 08, 1988, in Book 14761 of Official Records at Page 440, Series No. 88-227941, Contra Costa County Records (14761 OR 440), being a point on a non-tangent curve concave to the west, a radial to said point bears South 74° 44' 19" East, said non-tangent curve being concentric with that certain curve having a radius of 220.00 feet described in Parcel 1 of that certain Offer of Dedication – Road Purposes to Contra Costa County, a political subdivision of the State of California, recorded June 19, 1987, in Book 13720 of Official Records at Page 967, Series No. 87-131676, Contra Costa County Records (13720 OR 967), as

shown on said map of Subdivision 7601 (374 M 8); thence leaving said westerly prolongation of the northerly line of said Caton parcel (4537 OR 576), along said northwesterly line of Vacation No. V2009G (14761 OR 440), southerly along the arc of said non-tangent curve, having a radius of 270.00 feet, through a central angle of 10° 11' 27", an arc length of 48.02 feet, to a point on the southeasterly right of way line of said Miranda Avenue (35 D 325); thence leaving said northwesterly line of Vacation No. V2009G (14761 OR 440), along said southeasterly right of way line of Miranda Avenue (35 D 325), South 36° 36' 32" West, 29.96 feet to the northerly corner of said Parcel Two (16872 OR 993); thence leaving said southeasterly right of way line of Miranda Avenue (35 D 325), along the southeasterly line of said Parcel Two (16872 OR 993), South 33° 36' 52" West, 27.15 feet to a point on a non-tangent curve, concave to the northwest, a radial to said point bears South 60° 12' 31" East, said non-tangent curve being concentric with that certain curve having a radius of 250.00 feet on the boundary of Parcel "C" as shown on said map of Subdivision 7601 (374 M 8); thence leaving said southeasterly line of said Parcel Two (16872 OR 993), northeasterly along the arc of said non-tangent curve, having a radius of 310.00 feet, through a central angle of 17° 59' 31", an arc length of 97.35 feet, to the **Point of Beginning**.

Containing an area of 805 square feet (0.018 acres) of land, more or less.

RESERVING THEREFROM:

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

END OF DESCRIPTION

Exhibit "B" (Drawing No. A4447C-2025D) is attached hereto and by this reference made a part hereof.

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

Signature: Dana M. Trezise

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: September 29th, 2025

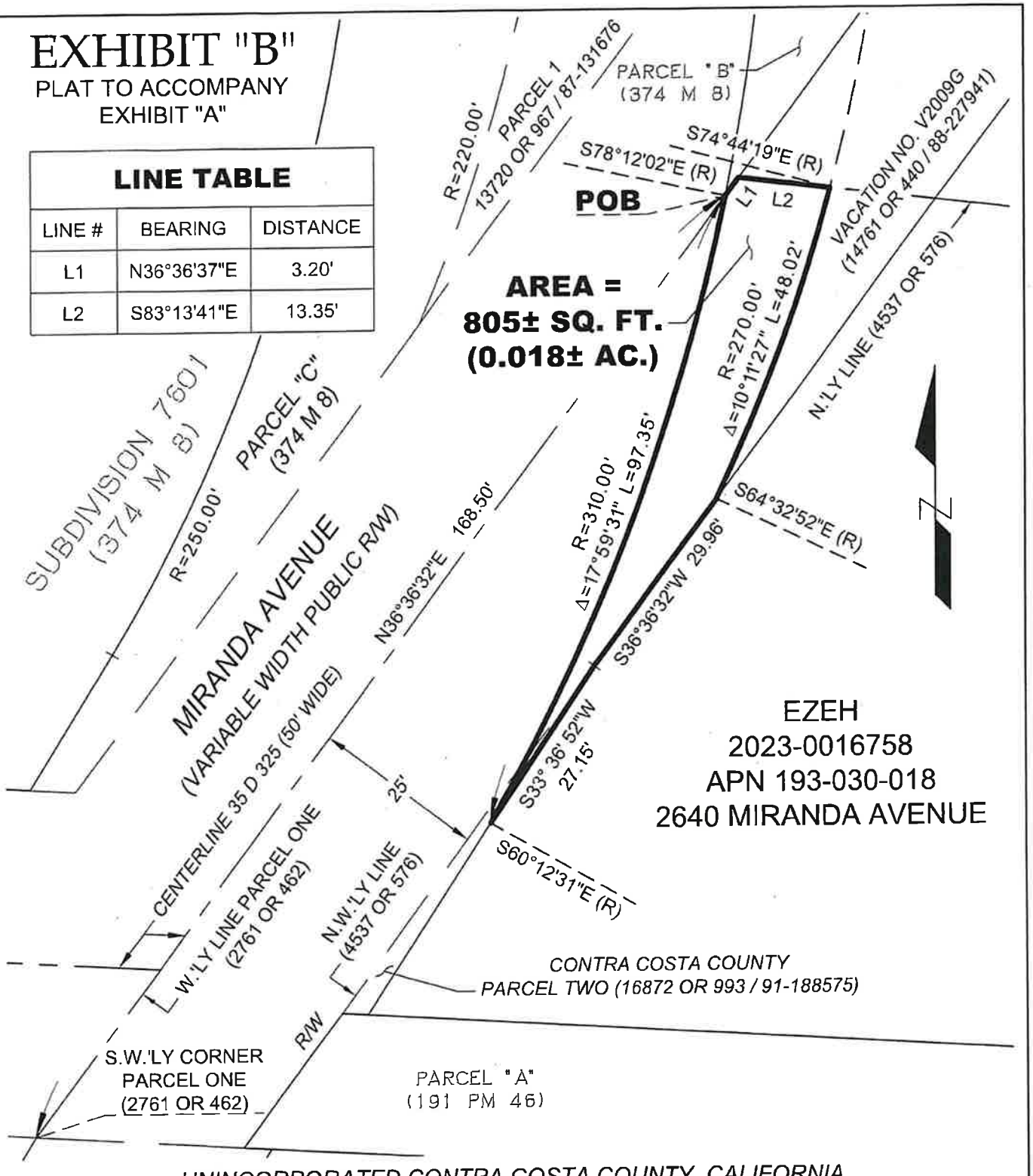


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DCF:AM 09/29/2025

EXHIBIT "B"

PLAT TO ACCOMPANY
EXHIBIT "A"

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N36°36'37"E	3.20'
L2	S83°13'41"E	13.35'



UNINCORPORATED CONTRA COSTA COUNTY, CALIFORNIA

QUITCLAIM
Portion of Miranda Avenue, Alamo

Instr _____ Recorded _____

Document No. _____

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE:	1" = 20'	DATE:	09/29/2025
DRAWN BY:	DCF	DRAWING NO.	A4447C-2025D
CHECKED BY:	DMT		

CAD FILE: RW4234B Miranda Avenue, Alamo Working.dwg

File Path: K:\surveys\Right of Way\4234B Miranda Avenue\Vacation & Quitclaim APN 193-030-018\ACAD\RW4234B Miranda Avenue, Alamo Working.dwg Plot Date:9/29/2025 3:19:33 PM

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Dept.
255 Glacier Drive
Martinez, CA 94553
Attention: Tasha Thaxton

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RESOLUTION NO. 2025-
Resolution to Summarily Vacate

SUBJECT: **ADOPT** Resolution No. 2025- to summarily vacate excess right-of-way of a street or road on Miranda Avenue, Alamo Area, District 2. Project No.: 0676-6Q1832.

WHEREAS, Contra Costa County (County) no longer requires the area on Miranda Avenue, Alamo area. The street or road is more particularly described in the property description and parcel map that is attached hereto as Exhibit A and depicted as Exhibit B, which are incorporated herein by reference.

WHEREAS, this termination of excess right-of-way is made pursuant to Streets and Highway Code Section 8334(a) on the basis that the right-of-way is not required for street or highway purposes.

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

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

The area described in Exhibit A and depicted in Exhibit B, is hereby summarily VACATED, pursuant to Division 9, Chapter 4 of the Streets and Highways Code and that this vacation request is for an excess right-of-way of a street or highway not required for County road purposes or street or highway purposes pursuant to Streets and Highway Code, Section 8334(a).

The Board FINDS that the County has not expended County funds to maintain or improve the excess right-of-way of a street or highway, and it is in the best interest of the County and the public that the excess right-of-way of a street or highway be vacated.

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

Vacation
Portion of Miranda Avenue
Road No. 4447C
Adjoining APN 193-030-018
Drawing No. A4447C-2025C

EXHIBIT "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being a portion of the North One-Half of the North One-Half of Section 7, Township 1 South, Range 1 West, Mount Diablo Meridian, described as follows:

Being a portion of Miranda Avenue, a public road fifty (50) feet in width, as described in that certain Deed from August Bowers et al. to Contra Costa County, dated August 12, 1878, recorded September 10, 1878, in Book 35 of Deeds at Page 325, Contra Costa County Records (35 D 325), also being a portion of Parcel Two described in that certain Grant Deed from Thomas E. Morris to Contra Costa County, a political subdivision of the State of California, recorded September 17, 1991, in Book 16872 of Official Records at Page 993, Recorder No. 91-188575, Contra Costa County Records (16872 OR 993), more particularly described as follows:

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the northerly line of said Caton parcel (4537 OR 576), along said northwesterly line of Vacation No. V2009G (14761 OR 440), southerly along the arc of said non-tangent curve, having a radius of 270.00 feet, through a central angle of 10° 11' 27", an arc length of 48.02 feet, to a point on the southeasterly right of way line of said Miranda Avenue (35 D 325); thence leaving said northwesterly line of Vacation No. V2009G (14761 OR 440), along said southeasterly right of way line of Miranda Avenue (35 D 325), South 36° 36' 32" West, 29.96 feet to the northerly corner of said Parcel Two (16872 OR 993); thence leaving said southeasterly right of way line of Miranda Avenue (35 D 325), along the southeasterly line of said Parcel Two (16872 OR 993), South 33° 36' 52" West, 27.15 feet to a point on a non-tangent curve, concave to the northwest, a radial to said point bears South 60° 12' 31" East, said non-tangent curve being concentric with that certain curve having a radius of 250.00 feet on the boundary of Parcel "C" as shown on said map of Subdivision 7601 (374 M 8); thence leaving said southeasterly line of said Parcel Two (16872 OR 993), northeasterly along the arc of said non-tangent curve, having a radius of 310.00 feet, through a central angle of 17° 59' 31", an arc length of 97.35 feet, to the **Point of Beginning**.

Containing an area of 805 square feet (0.018 acres) of land, more or less.

RESERVING THEREFROM:

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

END OF DESCRIPTION

Exhibit "B" (Drawing No. A4447C-2025C) is attached hereto and by this reference made a part hereof.

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

Signature: Dana M. Trezise

Licensed Land Surveyor
Contra Costa County Public Works Department

Date: September 29th, 2025

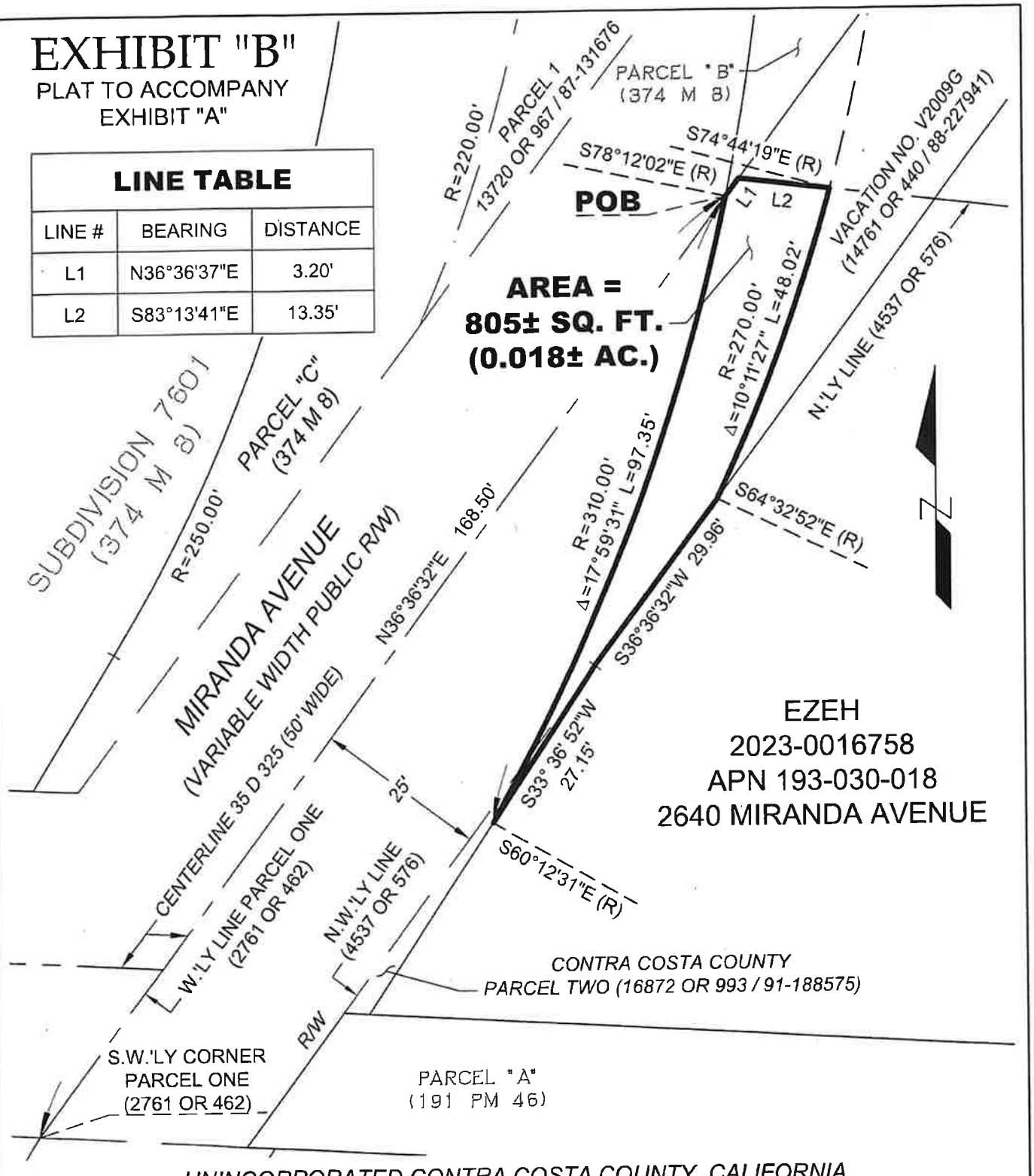


G:\Surveys\Legals\Exhibits2025\Miranda Avenue, Alamo\Exhibit A - Miranda Avenue - APN 193-030-018 - Vacation PCL 2.docx
DCF:AM 09/29/2025

EXHIBIT "B"

PLAT TO ACCOMPANY
EXHIBIT "A"

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N36°36'37"E	3.20'
L2	S83°13'41"E	13.35'



UNINCORPORATED CONTRA COSTA COUNTY, CALIFORNIA

VACATION
Portion of Miranda Avenue, Alamo

Instr _____ Recorded _____

Document No. _____

CAD FILE: RW4234B Miranda Avenue, Alamo Working.dwg | **Page** 1 of 1

Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553

SCALE:	1" = 20'	**DATE:**	09/29/2025
DRAWN BY:	DCF	**DRAWING NO.**	A4447C-2025C
CHECKED BY:	DMT		

File Path K:\surveys\Right of Way\4234B Miranda Avenue\Vacation & Quitclaim APN 193-030-018\ACAD\RW4234B Miranda Avenue, Alamo Working.dwg Plot Date 9/29/2025 3:19:21 PM

Recorded at the request of:
Contra Costa County

Return to:
Contra Costa County
Public Works Dept.
255 Glacier Drive
Martinez, CA 94553
Attention: Tasha Thaxton

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Resolution on 11-04-2025_, by the following vote:

AYES: John Gioia, Candace Andersen, Diane Burgis, Ken Carlson, Shanelle Scales-Preston

NOES: None

ABSENT: None

ABSTAIN: None

RESOLUTION NO. 2025-380
Resolution to Summarily Vacate

SUBJECT: **ADOPT** Resolution No. 2025-380 to summarily vacate excess right-of-way of a street or road on Miranda Avenue, Alamo Area, District 2. Project No.: 0676-6Q1832.

WHEREAS, Contra Costa County (County) no longer requires the area on Miranda Avenue, Alamo area. The street or road is more particularly described in the property description and parcel map that is attached hereto as Exhibit A and depicted as Exhibit B, which are incorporated herein by reference.

WHEREAS, this termination of excess right-of-way is made pursuant to Streets and Highway Code Section 8334(a) on the basis that the right-of-way is not required for street or highway purposes.

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

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

The area described in Exhibit A and depicted in Exhibit B, is hereby summarily VACATED, pursuant to Division 9, Chapter 4 of the Streets and Highways Code and that this vacation request is for an excess right-of-way of a street or highway not required for County road purposes or street or highway purposes pursuant to Streets and Highway Code, Section 8334(a).

The Board FINDS that the County has not expended County funds to maintain or improve the excess right-of-way of a street or highway, and it is in the best interest of the County and the public that the excess right-of-way of a street or highway be vacated.

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

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

Attested 11-04-2025

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

By: June McEwen Deputy Clerk

June McEwen

Vacation
Portion of Miranda Avenue
Road No. 4447C
Adjoining APN 193-030-018
Drawing No. A4447C-2025C

EXHIBIT "A"

Real property situate in an unincorporated area of the County of Contra Costa, State of California, being a portion of the North One-Half of the North One-Half of Section 7, Township 1 South, Range 1 West, Mount Diablo Meridian, described as follows:

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Containing an ar□a of 805 square feet (0.018 acres) of land, more or less.

RESERVING THEREFROM:

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

END OF DESCRIPTION

Exhibit "B" (Drawing No. A4447C-2025C) is attached hereto and by this reference made a part hereof.

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



Signature: □_____ ""(d)_ □_____

Licensed Land Surveyor
Contra Costa County Public Works Department

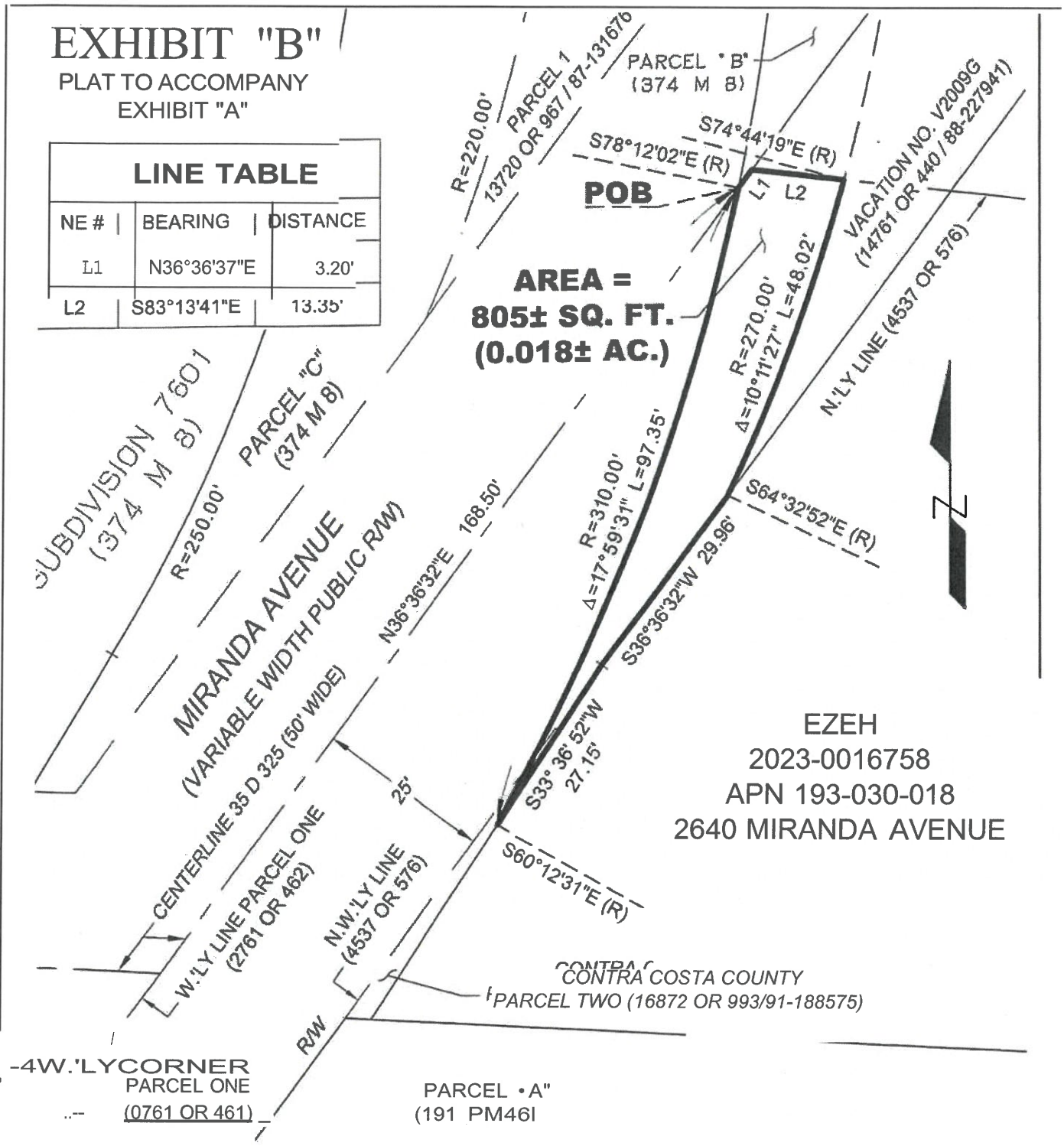
Date: September 29th, 2025

G:\Surveys\Legals\Exhibits2025\Miranda *Avenue,* Alamo\Exhibit A - Miranda Avenue - APN 193-030-018 - Vacation PCL 2.docx
DCF:AM 09/29/2025

EXHIBIT "B"

PLAT TO ACCOMPANY
EXHIBIT "A"

LINE TABLE		
NE #	BEARING	DISTANCE
L1	N36°36'37"E	3.20'
L2	S83°13'41"E	13.35'



EZEH
2023-0016758
APN 193-030-018
2640 MIRANDA AVENUE

UNINCORPORATED CONTRA COSTA COUNTY, CALIFORNIA

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Instr _____ Recorded _____

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1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4588 **Agenda Date:** 11/4/2025 **Agenda #:** C.85.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE First Amendment to Temporary License to Use County Property between Contra Costa County and The Watershed Project, Concord Area

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute first amendment to Temporary License to Use County Property with The Watershed Project, to allow it to use a portion of a County -owned parcel located on Kirker Pass Road and identified as Assessor's Parcel Number 117-320-001 for the purpose of conducting water quality monitoring from November 1, 2025, through October 31, 2026

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
On October 22, 2024, this Board approved a Temporary License to Use County Property allowing The Watershed Project to conduct monthly water quality monitoring as part of a larger water quality monitoring project for a year on a portion of an unnamed tributary to Mount Diablo creek that flows through the County owned parcel located on Kirker Pass Road, identified as Assessor's Parcel No. 117-320-001, in Concord (Licensed Premises). The monitoring consists of probes and visual observation. The data collected is part of a larger water quality monitoring project conducted by the Watershed Project. The Watershed Project would like to extend its use. Nothing will remain on the property following each entry.

By approving the first amendment to Temporary License to Use County Property, the Watershed Project will have access to Licensed Premises to perform survey work. The licensee will indemnify the County from any liabilities that arise from its activities.

County staff have determined that granting the license will not substantially conflict or interfere with the County's use of the property.

CONSEQUENCE OF NEGATIVE ACTION:
If license is not approved, the Watershed Project will not be able to conduct its water quality monitoring.

FIRST AMENDMENT TO TEMPORARY LICENSE TO USE COUNTY PROPERTY

This First Amendment to temporary license to use County property ("First Amendment") is dated October 21, 2025, and is between CONTRA COSTA COUNTY, a political subdivision of the State of California (the "County") and The Watershed Project, a California nonprofit corporation ("Licensee"). Licensee and County are hereinafter referred to collectively as the "Parties."

RECITALS

A. The County is the owner of the real property identified as Assessor's Parcel No. 117-320-001, with a site address of Kirker Pass Road, Concord, California, located at an unnamed tributary of Mt. Diablo Creek, (the "Property").

B. On October 22, 2024, the Parties entered into a License Agreement ("Agreement"), entitled Temporary License to Use County Property, for the limited use described in that Agreement.

C. The Parties desire to extend the term of the Agreement on that portion of the Property shown on Exhibit A (such route or location, the "Licensed Premises").

The parties therefore agree as follows:

AGREEMENT

1.

Section 1. **Term** of this Agreement is deleted in its entirety and replaced with the following:

1. **Term:** The term of this Agreement commences on the Effective Date and expires on October 31, 2026.

2. All other terms in the Agreement remain unchanged and in full force and effect.

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

CONTRA COSTA COUNTY

By _____
Warren Lai
Public Works Director

RECOMMENDED FOR APPROVAL:

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Ashley Seat
Real Property Tech Assistant

THE WATERSHED PROJECT

By _____
Heidi Nutters
Chair of the Board of Director

By _____
Melissa Garvey
Treasurer

AS
G:\realprop\License Agreements\The Watershed Project - FOCC\Amendment\AG.29a Amendment to License Agreement (County).doc
8/2022

Docusign Envelope ID: 16C33CD5-855E-4AD7-BF99-835EAB7011BC

TEMPORARY LICENSE TO USE COUNTY PROPERTY

Effective October 22, 2024 ("Effective Date"), Contra Costa County ("County") hereby grants a temporary license ("Temporary License") to The Watershed Project, a California nonprofit corporation ("Licensee"), to allow Licensee and Licensee's officers, employees, contractors, consultants, agents, and volunteers ("Licensee Parties") to access a portion of an unnamed tributary of Mt. Diablo Creek, located within the property shown outlined in red on the attached Exhibit A, identified as Assessor's Parcel No. 117-320-001, with a site address of Kirker Pass Road, in Concord (the "Licensed Premises"), for the purpose of conducting water quality monitoring, subject to the following terms and conditions:

1. Term. Licensee's use of the Licensed Premises shall commence on the Effective Date and end on October 31, 2025.

2. No Assignment. This permission shall not be transferred, assigned, apportioned, or sublicensed without the prior written approval of the County, which shall be within its sole discretion to provide.

3. Permitted Activities. Once a month, for 2-3 hours, the Licensee and Licensee Parties may use the Licensed Premises to perform water quality monitoring on an unnamed tributary to Mt. Diablo Creek using monitoring probes and making visual observations. Licensee shall provide written notice to County's Watershed Program Manager at least five days prior to entering the Licensed Premises. Notwithstanding Section 9, these requests may be made by email to beth.baldwin@cccounty.us, specifying the day and approximate time of entry and departure and summarizing the activities to be performed. Licensee and Licensee parties will enter licensed premises on Old Kirker Pass Road. Licensee shall not make any modifications to the Licensed Premises and, at the end of each entry, Licensee shall remove all of Licensee's equipment, supplies, materials, and rubbish from the Licensed Premises.

4. Indemnification. As partial consideration for the License granted hereunder, Licensee shall defend, indemnify, save, and keep harmless the County, its officers, employees, and agents (collectively, "Indemnitees") from and against (a) any liabilities, judgments, costs, expenses, attorney's fees, attorney's fee awards, penalties, and all other expenses of whatever kind or nature (collectively, "Liabilities") that may in any way accrue against the County or its agents as a result of the County entering into this Agreement; (b) any Liabilities that arise from or are connected with Licensee's negligence of willful misconduct while performing the activities authorized under this Agreement; and (c) any Liabilities that arise from the release of hazardous materials, contaminants, or sewage effluent from Licensee's facilities or Licensee's activities under this Agreement. The requirements of this section shall survive the termination or expiration of this Agreement.

5. Insurance. Licensee shall provide the County with a certificate of insurance from its insurance carrier showing single limit comprehensive liability insurance coverage in the minimum amount of $1,000,000 with a rider showing that said insurance will cover the premises herein described and naming " Contra Costa County, its officers,

Docusign Envelope ID: 16C33CD5-855E-4AD7-BF99-835EAB7011BC

employees and agents" as additional insured and requiring thirty (30) days' written notice of policy lapse or cancellation.

6. Termination. County and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice to the other party.

7. Revocation. This permission may be revoked or suspended immediately upon written notice if justifiable complaints of "nuisance" (e.g. dust, noise or invasion of privacy) are received from occupants or owners of nearby property or in the event of a breach of any of the terms and conditions herein.

8. Notices. Except to the extent this Agreement expressly provides otherwise, all notices, demands, payments, and other writings given exchange between the parties shall be personally delivered, sent by overnight carrier deposited and with delivery charges prepaid to ensure next day delivery, or sent by U.S. Mail, addressed to the receiving party as follows:

To County:

Watershed Program Manager
Contra Costa County Public Works Dept.
255 Glacier Drive
Martinez, CA 94553

To Licensee:

The Watershed Project
Attn: Satoko Mills
1327 S. 46th Street
Richmond, CA 94804

A notice shall be deemed delivered on the same day if it is personally delivered, on the day following the day it is deposited if it is delivered by overnight carrier, and on the fifth day after the postmark date if it is sent by U.S. Mail. A party may change its address for delivery of notices by providing notice as required by this section at least ten days before the effective date of the new delivery address.

9. Amendment. This Agreement may not be amended or modified except by a writing executed by both parties.

10. Governing Law. This Agreement is governed by and shall be construed in accordance with the laws of the State of California. Any litigation to interpret or enforce this Agreement must be filed in a state or federal court located in California with jurisdiction over the parties to and the subject matter of the litigation.

11. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and

Docusign Envelope ID: 16C33CD5-855E-4AD7-BF99-835EAB7011BC

assigns, any rights or remedies by reason of this Agreement.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

[Remainder of page left blank. Signatures on next page.]

Docusign Envelope ID: 16C33CD5-855E-4AD7-BF99-835EAB7011BC

THE WATERSHED PROJECT

By Signed by: Nancy Hamill B85F8E5138FF477... _____

Nancy Hamill
Chair of the Board of Director

CONTRA COSTA COUNTY

By DocuSigned by: Warren Lai 9534801D339C429... _____

Warren Lai
Public Works Director

By DocuSigned by: Melissa Garvey CA68B2C7B9A34CB... _____

Melissa Garvey
Treasurer

G:\realprop\License Agreements\The Watershed Project - FOCC\PR.06 Temporary License to Use County Property- sms - V3 clean 9-23-24.doc

2024-00371

FILED
October 24, 2024
KRISTIN B. CONNELLY
CLERK-RECORDER
By _____
L. Fenn
Deputy Clerk

CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

☒ County Clerk, County of Contra Costa

From: Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553

Project Title: Temporary License Agreement to Use County Property for Water Quality Monitoring, Project #: WO7233, CP#: 24-20

Project Applicant: Contra Costa County Public Works Dept., 255 Glacier Drive, Martinez CA 94553 Main: (925) 313-2000, Contact: Shravan Sundaram, (925) 313-2366

Project Location: Old Kirker Pass Road, Concord, CA 94521; APN 117-320-001

Lead Agency: Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553 Main: (925) 655-2705, Contact: Syd Sotoodeh (925) 655-2877

Project Description:

The County will enter into a Temporary License Agreement (Agreement) with the Watershed Project (Licensee) and its officers, employees, contractors, consultants, agents, and volunteers (Licensee Parties) to allow access to Licensee Parties to conduct water quality monitoring on a portion of the tributary to Mt. Diablo Creek that flows through the County-owned parcel identified above. Water quality monitoring will be conducted using handheld monitoring probes and making visual observations. Access will be by foot; no heavy equipment will be used.

It is anticipated that monitoring will occur monthly and take approximately an hour per visit. The Agreement will be active for one year from the effective date of the Agreement.

Exempt Status:

☐ Ministerial Project (Sec. 21080[b][1]; 15268)
☐ Declared Emergency (Sec. 21080[b][3]; 15269[a])
☐ Emergency Project (Sec. 21080[b][4]; 15269[b][c])
☒ Categorical Exemption (Sec. 15306)
☒ General Rule of Applicability (Sec. 15061[b][3])
☐ Other Statutory Exemption (Sec.)

Reasons why project is exempt: The issuance of the Agreement is not subject to CEQA as it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, pursuant to Article 5, Section 15061 (b)(3) of the CEQA Guidelines. The water quality monitoring is an informational collection activity that will not result in a major disturbance to an environmental resource pursuant to Article 19, Section 15306 of the CEQA guidelines.

If filed by applicant:

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

Signature: _____ Date: October 1, 2024 Title: Senior Planner

Contra Costa County Department of Conservation and Development

☒ Signed by Lead Agency ☐ Signed by Applicant

AFFIDAVIT OF FILING AND POSTING

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

_____ _____

Signature Title

Applicant

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Shravan Sundaram CG
Environmental Services Division
Phone: (925) 313-2366

Department of Fish and Wildlife Fees Due

☐ De Minimis Finding - $0
☒ County Clerk - $50
☒ Conservation and Development - $25

Total Due: $75 Receipt #: _____

State of California - Department of Fish and Wildlife

2024 ENVIRONMENTAL DOCUMENT FILING FEE

CASH RECEIPT

DFW 753.5a (REV. 01/01/24) Previously DFG 753.5a

Print | StartOver | Save

RECEIPT NUMBER:
07-10/24/2024-371

STATE CLEARINGHOUSE NUMBER *(If applicable)*

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

LEAD AGENCY	LEADAGENCY EMAIL	DATE
DEPARTMENT OF CONSERVATION AND DEVELOPMENT		10/24/2024
COUNTY/STATE AGENCY OF FILING		DOCUMENT NUMBER
CONTRA COSTA COUNTY		2024-0037.1

PROJECT TITLE

TEMPORARY LICENSE AGREEMENT TO USE COUNTY PROPERY FOR WATER QUALITY MONITORING. PROJECT # W07233, CP#24-20

PROJECT APPLICANT NAME	PROJECT APPLICANT EMAIL		PHONE NUMBER
CONTRA COSTA COUNTY PUBLIC WORKS DEPT			(925) 313-2000
PROJECT APPLICANT ADDRESS	CITY	STATE	ZIP CODE
255 GLACIER DRIVE	MARTINEZ	CA	94553

PROJECT APPLICANT *(Check appropriate box)*

☒ Local Public Agency ☐ School District ☐ Other Special District ☐ State Agency ☐ Private Entity

CHECK APPLICABLE FEES:

☐ Environmental Impact Report (EIR)	$ 4,051.25	$
☐ Mitigated/Negative Declaration (MND)(ND)	$ 2,916.75	$
☐ Certified Regulatory Program (CRP) document - payment due directly to CDFW	$ 1,377.25	$

☒ Exempt from fee

- ☒ Notice of Exemption (attach)
- ☐ CDFW No Effect Determination (attach)

☐ Fee previously paid (attach previously issued cash receipt copy)

☐ Water Right Application or Petition Fee (State Water Resources Control Board only)	$ 850.00	$
☒ County documentary handling fee	$ 50.00	$ 50.00
☐ Other		$

PAYMENT METHOD:

☐ Cash ☐ Credit ☒ Check ☐ Other jv-24110-000440 **TOTAL RECEIVED** $ 50.00

SIGNATURE	AGENCY OF FILING PRINTED NAME AND TITLE
X Lisa Ferm	Lisa Ferm Deputy Clerk

Rec# 994332

ORIGINAL - PROJECT APPLICANT | COPY - CDFW/ASB | COPY - LEAD AGENCY | COPY - COUNTY CLERK | DFW 753.5a (Rev. 01012024)

Kristin B. Connelly
Contra Costa
Clerk-Recorder
555 Escobar Street
Martinez, CA 94553
(925) 335-7900

Public

Finalization No.: 202400099432
Cashier: lferm
Register: WINDOW5
Date/Time: 10/24/2024 10:45 AM

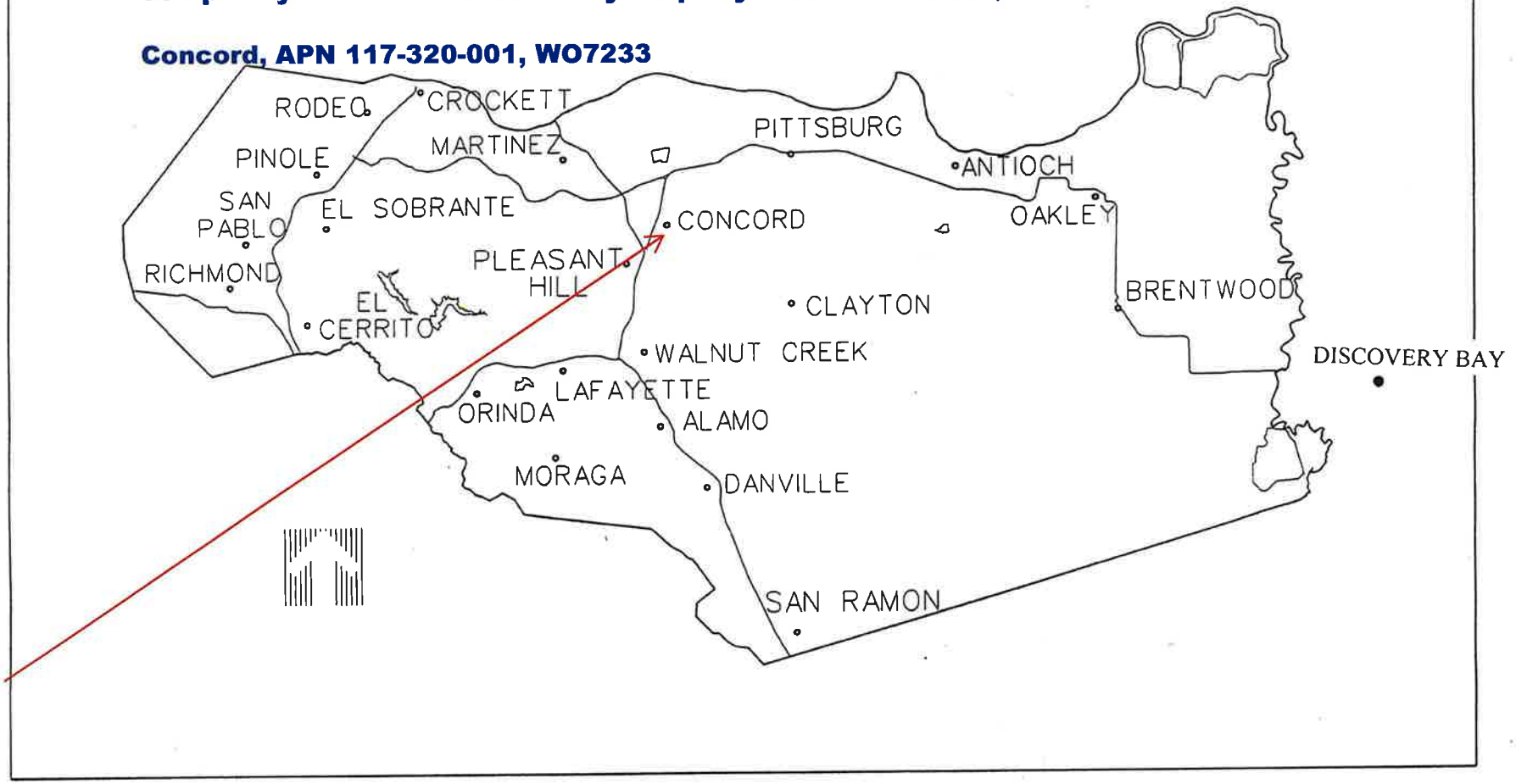
Description	Fee
NOTICE OF EXEMPTION	
Filing Time:	10:45 AM
Filing Total:	$50.00
Filing Fee:	$50.00
Total Amount Due:	$50.00
Total Paid	
Check Tendered:	$50.00
#jv-24110-000440	
Amount Due:	$0.00

THANK YOU
PLEASE KEEP FOR REFERENCE

CONTRA COSTA COUNTY
CALIFORNIA

Temporary License to Use County Property - Kirker Pass Rd.,

Concord, APN 117-320-001, WO7233



LOCATION MAP

Figure 1



Vicinity Map

Figure 2

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4589 **Agenda Date:** 11/4/2025 **Agenda #:** C.86.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Lease of County-Owned Property to YES Nature to Neighborhoods

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a first amendment to a lease between the County and YES Nature to Neighborhoods, a California public benefit corporation, for the County-owned property located at 303 41st Street in Richmond, to change the commencement date of the lease from September 1, 2025, to a date that is not later than May 1, 2026, with no other change to the lease, to accommodate a delay being experienced by the lessee.

FISCAL IMPACT:
Rent in the amount of $3,850 per month will be deposited into the Health Services Mental Health Department 0467, org#5950, for two years, beginning on the lease commencement date.

BACKGROUND:
On August 12, 2026, the Board approved a lease between the County and YES Nature to Neighborhoods (Lessee), for the use of a portion of the County-owned building located at 303 41st Street in Richmond while the property currently occupied by Lessee is renovated. Lessee reports that it has encountered construction challenges that will delay their renovation project and their relocation date to the County-owned property. Lessee expects to be able to take possession of the County-owned property in the first quarter of 2026 and not later than May 1, 2026.

The County-owned building is currently unoccupied and is not needed at the present time, or during the expected term of the lease, for County purposes.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve this action will result in a mismatch between the lease commencement date and the timing of tenant's construction project.

FIRST AMENDMENT TO LEASE

303 41st Street,
Richmond, California

This first amendment is dated November 4, 2025, and is between County of Contra Costa, a political subdivision of the State of California ("**County**"), and YES Nature to Neighborhoods, a California public benefit nonprofit corporation ("**Lessee**").

Recitals

A. The Landlord and the County are parties to a lease dated August 12, 2025, under which the Lessee is leasing approximately 5,000 square feet, and the parking lot at the Property commonly known as 303 41st Street, Richmond, California (the "**Lease**").

B. The parties desire to modify the Term of the lease.

The parties therefore agree as follows:

Agreement

1. Section 2. Term is deleted in its entirety and replaced with the following:

Term**.** The "**Term**" of this lease is two years, commencing _____, 2026, and ending _____, 2028.

[Remainder of Page Intentionally Left Blank]

The parties are executing this lease on the date set forth in the introductory paragraph.

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

By: _____
Warren Lai
Director of Public Works

YES Nature to Neighborhoods

By: _____
Eric Aaholm
Executive Director

By: _____
Jean Hyams
Board Secretary

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Julin E. Perez
Supervising Real Property Agent

APPROVED AS TO FORM
THOMAS L. GEIGER, COUNTY COUNSEL,

By: _____
Kathleen M. Andrus
Deputy County Counsel

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4590 **Agenda Date:** 11/4/2025 **Agenda #:** C.87.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE a Contract Amendment with VistAbility

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with VistAbility to increase the payment limit by $575,000 to a new payment limit of $1,395,000 and extend the term through October 31, 2027, for packet fulfillment services, Countywide.

FISCAL IMPACT:
The cost is initially charged to the General Fund but recovered through charges to the County Departments. (100% User Departments)

BACKGROUND:
VistAbility is a long-established local nonprofit organization that provides employment opportunities to developmentally disabled adults. For several years, Print & Mail Services has contracted with VistAbility to fill the low-skill need of assembling information packets (i.e. packet fulfillment services) for use by the Employment and Human Services Department (EHSD) as well as other County departments. VistAbility is an invaluable resource for the division as Print & Mail processes an average of 10,000 information packets for EHSD monthly.

California Welfare and Institute Code section 19404 ("Section 19404") gives the County the authority to purchase services from non-profit corporations who operate community rehabilitation programs and meet the criteria of Section 19404 without advertising or calling for bids, provided that the services meet the specifications and needs of the County and are purchased at a fair market price, as determined by the County. VistAbility meets the requirements of Section 19404 in that: (1) the work to be performed under the contract will primarily (at least 75% of it) be performed by a labor force comprised of persons with disability; (2) VistAbility makes elections under the federal Insurance Contributions Act to provide social security and unemployment benefits to its employees; (3) maintains Articles of Incorporation requiring that at least two directors on its Board of Directors are persons with disabilities or the parents, guardians, or conservators of persons with disabilities; and (4) provides disabled employees substantially equally benefits that are provided to VistAbility organized employees.

CONSEQUENCE OF NEGATIVE ACTION:
If this contract amendment is not approved, sublet packet fulfillment services will not be performed, and the responsibilities will shift to Print & Mail's bindery staff, placing significant strain on the team and causing a

marked decline in fulfillment efficiency.

AMENDMENT SPECIFICATIONS
Amendment No. 1

VistAbility
(November 1, 2022 – October 31, 2027)

Due to the County's continued need for Contractor's services, and due to County's greater than anticipated need for Contractor's services, for good and valuable consideration, County and Contractor hereby agree to amend the Contract as follows:

1. Section 3 (Term) of the Contract is hereby amended by deleting "October 31, 2025" therefrom and replacing it with "October 31, 2027".

2. Section 4 (Payment Limit) of the Contract is hereby amended by increasing the payment limit by $575,000 from $820,000 to a new Payment Limit of $1,395,000.

All other conditions and terms in the Contract entered into on November 1, 2022 between County and Contractor not modified by this Amendment No. 1 shall remain in full force and effect.

Initials: _____ _____
Contractor County Dept.

Contra Costa County
Standard Form L-9
Revised 2014

CONTRACT AMENDMENT/EXTENSION AGREEMENT
(Purchase of Services – Long Form)

Number: 4915400
Fund/Org: 4232
Account: 2310
Other:

1. **Identification of Contract to be Extended**.

   Number: 4915400

   Effective Date: November 1, 2022

   Department: Public Works

   Subject: Packet Fulfillment Services

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

   Contractor: VistAbility

   Capacity: a California Nonprofit Corporation

   Address: 1340 Arnold Drive, Suite 127, Martinez, CA 94553

3. **Amendment Date**. The effective date of this Amendment/Extension Agreement is October 21, 2025.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from October 31, 2025 to a new termination date of October 31, 2027 , unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by $ 575,000, from $ 820,000 to a new total Contract Payment Limit of $ 1,395,000.

CONTRACT AMENDMENT/EXTENSION AGREEMENT
(Purchase of Services – Long Form)

Number: 4915400
Fund/Org: 4232
Account: 2310
Other:

7. **Signatures**. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chair/Designee	By: _____ Deputy

CONTRACTOR

Signature A	Signature B
Name of business entity: VistAbility, a California Nonprofit Corporation	Name of business entity: VistAbility, a California Nonprofit Corporation
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4591 **Agenda Date:** 11/4/2025 **Agenda #:** C.88.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Amendment to Option Agreement - 100 38th Street, Richmond

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an amendment to the option agreement between the County and Eden Housing, Inc. and Community Housing Development Corporation - North Richmond, both nonprofit public benefit corporations, under which the optionee may purchase the County-owned property located at 100 38th Street in Richmond for use in the development of affordable housing, to extend the term of the agreement through December 31, 2026 and increase the quarterly option payment.

FISCAL IMPACT:
This action increases the quarterly option payment by an annual amount $30,000 which helps to offset the costs of Public Works to maintain the property. (100% General Fund)

BACKGROUND:
The County owns the real property located at 100 38th Street, Richmond, the site is the former West County Health Center, which has been relocated to San Pablo. The property is improved with a multi-story, 83,884 square foot building that has been vacant since November 2018.

Following a request for qualifications process, a partnership of Eden Housing, Inc. and Community Housing Development Corporation-North Richmond (together, the Developer) were designated by the Board of Supervisors to carry out the redevelopment of the property with affordable housing.

On December 17, 2019, the Board of Supervisors approved an Exclusive Negotiating Rights Agreement (ENRA) with the Developer. Under the terms of the ENRA, the parties agreed to negotiate the terms under which the County would transfer the property to the Developer to develop the proposed project. The proposed project includes 59 units of supportive housing for very low-income households, 76 units of family housing for low-income households, and an early childhood learning center. The ENRA was amended and restated on June 19, 2022, to extend the term and require payments to be made to the County by the Developer as consideration for the agreement.

On July 18, 2023, the Board of Supervisors approved an option agreement with the Developer to purchase the property for $4,000.00 and pay $30,000.00 per quarter as consideration for the agreement.

The proposed amendment extends the term of the option by one year, to December 31, 2026, and increases the option price to $37,500 per quarter until the Developer either exercises the option or the option expires.

CONSEQUENCE OF NEGATIVE ACTION:
In the absence of the site control afforded by the amendment to the option agreement, the Developer's ability to obtain financing commitments for the proposed development will be constrained.

AMENDMENT TO OPTION AGREEMENT

This amendment is dated _____ and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the "County"), and EDEN HOUSING, INC. a California nonprofit public benefit corporation ("Eden"), and COMMUNITY HOUSING DEVELOPMENT CORPORATION – NORTH RICHMOND, a California nonprofit public benefit corporation ("CHDC"). Together, Eden and CHDC are the "Optionee".

Recitals

A. Optionee and the County are parties to an option agreement dated July 18, 2023, under which the Optionee has the option to purchase and redevelop approximately two acres of County-owned real property located at 100 38th Street in Richmond, California into affordable housing (the "Option Agreement").

B. County and Optionee desire to amend the Option Agreement to extend the term of the option.

The parties therefore agree as follows:

Agreement

1. Section 2. Term of Option is deleted in its entirety and replaced with the following:

   Term of Option**.** The term of the Option (the "Option Term") begins on the Effective Date and ends on the earliest to occur of the following dates:

   a. December 31, 2026, at 11:59 pm.

   b. Immediately upon a breach or default by Optionee under this Agreement.

   c. The date Optionee acquires the Property.

2. Section 4.a Option Price; Purchase Price. is deleted in its entirety and replaced with the following:

   Option Price; Purchase Price.

   a. Option Price. The purchase price for the Option is $37,500 per quarter, payable without offset or demand on July 1, October 1, January 1 and April 1 of each year throughout the Option Term (each payment, an "Option Payment"). Optionee shall pay each Option Payment by check made payable to Contra Costa County. Payments are to be sent to the County at the address set forth for County in Section 14 (Notices) below. Option Payments will not be credited to the Purchase Price, as defined below.

3. All other terms of the Option Agreement remain unchanged.

[Remainder of Page Intentionally Left Blank]

County and Optionee are signing this amendment as of the date set forth in the introductory paragraph.

CONTRA COSTA COUNTY

By: _____
Warren Lai
Public Works Director

RECOMMENDED FOR APPROVAL:

By: _____
Jessica L. Dillingham
Principal Real Property Agent

By: _____
Stacey Sinclair
Senior Real Property Agent

APPROVED AS TO FROM:
THOMAS L. GEIGER, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

EDEN HOUSING

By: _____
Aruna Doddapaneni
Senior Vice President of Development

COMMUNITY HOUSING DEVELOPMENT CORPORATION – NORTH RICHMOND

By: _____
Donald Gilmore
Executive Director

\\PW-DATA\grpdata\realprop\100 38th Street_Richmond\Amendment to Option Agreement\Option Agreement Amendment 2025_v2 final.doc

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4592 **Agenda Date:** 11/4/2025 **Agenda #:** C.89.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent to execute a blanket purchase order with Ennis-Flint Inc, for traffic striping and pavement marking materials.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, a blanket purchase order with Ennis-Flint Inc, in an amount not to exceed $750,000, for traffic striping and pavement marking materials, for the period of November 1, 2025, to October 31, 2028, Countywide.

FISCAL IMPACT:
100% Local Road Funds

BACKGROUND:
The Contra Costa County Public Works Department maintains over 650 miles of roads, 79 miles of creeks and channels, and 29 detention basins and dams throughout Contra Costa County.

On September 5, 2025, the County issued Invitation for Bid (IFB) IFB-Contr-0000000021 to solicit for vendors to supply traffic striping and pavement marking materials. Four vendors responded: Allstates Coatings Company, Ennis-Flint Inc., International Coatings Company Inc., and Svevia USA Inc. Each vendor provided their lowest prices and Ennis-Flint Inc. submitted the lowest overall prices. Ennis-Flint Inc. was determined to be responsive and responsible, so they were selected to supply traffic striping and pavement marking materials.

This blanket purchase order will be used to procure traffic striping and pavement marking materials for striping road center lines, fog lines, stop sign limit lines, crosswalks, and other road markings.

CONSEQUENCE OF NEGATIVE ACTION:
Failure to approve the blanket purchase order will prevent the Public Works Department from completing routine and emergency road maintenance in a timely manner.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4593 **Agenda Date:** 11/4/2025 **Agenda #:** C.90.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE a Purchase Order with Eagle Business Forms

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Public Works Director, a purchase order with Eagle Business Forms in the amount of $750,000 for miscellaneous paper products and printing-related items, effective January 1, 2026 through December 31, 2030, as per bid RFP_F-Contr-0000000121, Countywide.

FISCAL IMPACT:
The cost of paper is initially charged to the General Fund but recovered through charges to the County Departments. (100% User Departments)

BACKGROUND:
Eagle Business Forms is a long-established local vendor specializing in custom and specialty printing, selected due to their proximity to Print & Mail Services. They are the only local vendor that provides and manages the sequential numbering systems required for many Sheriff and Health Services forms at no extra cost. Unlike their competitors, Eagle Business Forms has supplied all projects given without error.

CONSEQUENCE OF NEGATIVE ACTION:
If this purchase order is not approved, Print & Mail will have to develop new relationships with multiple vendors resulting in decreased efficiency and a marked increase in costs.

Contra Costa County
Public Works
Department

Procurement Services Division
40 Muir Road
Martinez, CA 94553-4825

Notice of Intent to Award Contract

October 15, 2025

Kris Manning
Eagle Business Forms
3000 F Danville Blvd, ste 380
Alamo, CA 94507
Email: kmanning.eagle@yahoo.com

Re: RFP_F-Contr-0000000121 Custom Forms and Miscellaneous Custom Print Business Products

Hello Kris:

The Contra Costa County Purchasing Division "County" hereby announces its intent to award the contract for the:

Custom Forms and Miscellaneous Custom Print Business Products
to:
Eagle Business Forms

This Notice of Intent to Award is contingent on the approval of the Board of Supervisors of Contra Costa County and the execution of a negotiated written contract and, as a result, this Notice does NOT constitute the formation of a contract between the County and ***Eagle Business Forms*** ("Vendor"). The Vendor shall not acquire any legal or equitable rights relative to the contract services until a contract containing terms and conditions acceptable to the County is executed. If ***Eagle Business Forms*** fails to negotiate and execute a contract with the County, the County may revoke the award and award the contract to the next highest ranked vendor or withdraw the RFP. The County further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

Thank you for participating in the competitive selection process. You will be contacted by the Department soon for contract negotiation and signing.

Sincerely,

Anne Ortiz
Buyer II
Email: anne.ortiz@pw.cccounty.us

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4594 **Agenda Date:** 11/4/2025 **Agenda #:** C.91.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a purchase order amendment with Fire Facilities, Inc., to increase the payment limit by $6,896.38 to a new payment limit of $401,811.38 to cover additional costs related to the patented Law Enforcement Training Structure for the Office of the Sheriff at 11990 Marsh Creek Road, Clayton.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, an amendment to a purchase order with Fire Facilities, Inc. to increase the payment limit by $6,896.38 to a new payment limit of $401,811.38 for a sole source patented Law Enforcement Training Structure for the Contra Costa Office of the Sheriff (Sheriff's Office) for use as a critical incident training structure for the Sheriff and other first responder agencies at their POST certified Law Enforcement Training Center at 11990 Marsh Creek Road, Clayton, CA.

FISCAL IMPACT:
An amount not to exceed $6,896.38. (100% Department funds from the Contra Costa County Office of the Sheriff)

BACKGROUND:
On October 8, 2024, the Board of Supervisors approved the purchase of a Law Enforcement Training Structure to be located at the Sheriff's Range at their Law Enforcement Training Center at 11190 Marsh Creek Road, Clayton, CA for $369,640. On November 5, 2024, the Board of Supervisors approved an amendment to the purchase agreement increasing the amount to $394,915.

This action is to authorize a contract amendment to increase the purchase agreement amount by $6,896.38 for the material cost increase due to project delays.

The Sheriff's Office operates the POST (Peace Officers Standards and Training) certified Law Enforcement Training Center as both an agency and a regional training resource for the Sheriff and other local, state, and federal law enforcement and first responder agencies.

Funds for the purchase of the Law Enforcement Training Structure are part of a total budget of $954,234 allocated by the Sheriff's Office to be paid out of its department funds.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Board of Supervisors' approval, the training tower likely cannot be fabricated for delivery. If the Board does not approve the purchase order for the Law Enforcement Training Structure, the County will not be able to provide the unique training opportunities afforded by having such a structure. Lost opportunities would include the ability to provide the County law enforcement personnel and first responders with training to acquire relevant specialized skills on a collaborative, standardized, affordable basis and to host other local, state, and federal law enforcement agencies and first responders in developing skills utilizing such a facility.

Change Order Form

TACTICAL TRAINING SYSTEMS

314 Wilburn Road
Sun Prairie, WI. 53590
ph. 800 / 929-3726
fax: 866 / 639-7012

Quote #: 5581
Date: October 7, 2025
Company: Contra Costa County Public Works
Address: 40 Muir Road, 2nd Floor
City: Martinez
State: CA 94553
Zip:

Contact: Susan Richardson
Phone #: (925)812-6969
Customer #: 60001
Email: susan.richardson@pw.cccounty.us

SHIP TO:	
Name:	Contra Costa County Trng Rng
Address:	11990 Marsh Creek Road
City:	Clayton
State:	CA
Zip:	94517

QY	Description	Part #	UNIT PRICE	EXT. PRICE
1	Price Increase from 9/5/2024 to 10/2/2025.		$6,341.50	$6,341.50

By: S. Mertig for Steven Harms

Sub-total	$6,341.50
Freight	n/a
Tax	$554.88
Total	$6,896.38

Note: Typical ship date for materials is 4-6 weeks from date of signed purchase order.
Lead times may vary depending upon items requested.
Prices are effective for 60 days from the date of the quote.
Payment is due, in full, 30 days from the date of shipment.
Prices are in U.S. Dollars.

IN WITNESS WHEREOF, the parties hereto have executed this agreement effective as of the day and year set forth on this page.

[BUYER]
By: _____
Title: _____
Duly Authorized Representative of Buyer
Date: _____

[SELLER]
By: _____
Title: _____
Duly Authorized Representative of Seller
Date: _____

4245.SFF.0517

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4595 **Agenda Date:** 11/4/2025 **Agenda #:** C.92.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Purchase Orders for Verkada Security System Equipment, Countywide.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, individual purchase orders with: ELD Experts, LLC d/b/a Monarch and Safe House Corp., in an amount not to exceed $3,000,000 for each purchase order, to supply Verkada security system parts and equipment on an as-needed basis, for the period December 1, 2025 through November 31, 2030, Countywide.

FISCAL IMPACT:
Facilities Maintenance Budget. (100% General Fund)

BACKGROUND:
The Public Works Department, Facilities Services Division, is responsible for maintaining all County buildings, including hospitals, clinics, detention centers, and congregate care facilities. Security system repairs and improvements are included in this required maintenance.

Facilities Services Division uses a cloud-based video surveillance system, Verkada. Verkada cameras are a server-less solution that saves costs on server maintenance and replacement. A formal solicitation process for Verkada equipment and supplies was recently conducted via Bidnet Direct, IFB #: CONTR-000000002, with due date September 25, 2025. After thorough review of the bids received, two vendors were selected, ELD Experts, LLC d/b/a Monarch and Safe House Corp. These vendors can provide Verkada cameras, camera lenses, hardware, software, and all related items as needed.

Facilities Services is requesting approval for five-year purchase orders with ELD Experts, LLC d/b/a Monarch and Safe House Corp. for the term December 1, 2025 through November 31, 2030, in the amount of $3,000,000 each.

CONSEQUENCE OF NEGATIVE ACTION:
If these purchase orders are not approved, procurement of Verkada security system parts and equipment with ELD Experts, LLC d/b/a Monarch and Safe House Corp. will not begin, and access to Verkada supplies for security system maintenance and repairs will be limited.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4596 **Agenda Date:** 11/4/2025 **Agenda #:** C.93.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Design Build Procurement for the Sherman Recovery Center Project

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
AUTHORIZE the use of design build procurement in accordance with Public Contract Code Section 22164 for the Sherman Recovery Center Project located at 2025 Sherman Drive, Pleasant Hill.

APPROVE the criteria documents, including the concept design and specifications, for the above project.

AUTHORIZE the Public Works Director, or designee, to solicit design build proposals to be received on or about January 22, 2026, and issue Request for Proposal (RFP) addenda, as needed, for clarification of RFP documents, provided the changes do not significantly increase the construction cost estimate.

FISCAL IMPACT:
The total cost of the Sherman Recovery Center Project is estimated at $19,750,000. Of this amount, the cost of the Social Rehabilitation Center and related site improvements is estimated at $17,138,000, and the cost of the permanent supportive housing is estimated at $2,612,000. In total, $18,192,060 (92.1%) is expected to be covered by State grants with the remainder covered by Department of Health Services funds.

The cost of the Social Rehabilitation Center will be funded in part by a State of California Behavioral Health Continuum Infrastructure Program (BHCIP) grant of $16,584,692 (96.7%) with the remainder funded by department funds. The BHCIP grant has been awarded to the County.

The cost of the permanent supportive housing will be funded in part by a State of California Homekey+ grant of $1,607,368 (61.5%) with the remainder funded by department funds. The Homekey+ grant award is pending. If the grant is not awarded to the County, the permanent supportive housing part of the project will be abandoned.

BACKGROUND:
The Sherman Recovery Center Project is intended to be comprised of two complimentary parts constructed on the same parcel. One part will be the social rehabilitation center, and the other part will be permanent supportive housing.

The Social Rehabilitation Center will bring a new 16-bed Adult Residential Treatment (ART) facility with a designation as a Social Rehabilitation Facility to the County. Construction will involve demolition of an

existing residential structure to make way for the new facility, a two-story home with 6 to 8 bedrooms, a large common area and an open concept living environment. The design will offer private indoor and outdoor spaces to engage in recovery in a homelike environment.

The ART program provides an unlocked, voluntary service environment that provides an alternative to Institution for Mental Disease (IMD) placement where individuals can receive the services and support they need to continue their recovery journey, resolve issues that may interfere with transitioning to a more independent environment, and develop life skills to support community living. The average length of stay at the ART will span 9-12 months with the opportunity to extend up to 18 months with Mental Health Plan approval.

Upon intake to the ART program, a clinician will meet with the client to identify specific goals and objectives. Program participants will have access to individual and group therapy, psychoeducation, case management, peer support, and therapeutic milieu. When discharging a participant from the program, staff will review the specialty mental health and other services being provided to the participant and will identify remaining unmet needs. The focus of the discharge plan will be to set the individual up with housing as well as needed outpatient services and support needed for the person to live the life of their choosing in the community.

The site is planned to include permanent supportive housing, subject to award of grant funding, immediately adjacent to the Social Rehabilitation Center. The housing is intended to ensure a seamless transition for participants who are ready to move to the next stage of independent living. This forward-thinking development will reinforce the continuum of care, providing ongoing support and stability for residents as they achieve long-term recovery goals. The scope of work for the supportive housing will include five new permanent supportive housing units and shared laundry facilities for the residents.

Three potential design-build entities (DBEs) have been selected for the project through a competitive, qualifications-based selection process. On September 2, 2025, the Public Works Department published a Request for Qualifications (RFQ) soliciting Statements of Qualifications (SOQs) from interested DBEs. Nine SOQs were received. A selection committee comprised of County staff reviewed, scored and ranked the submittals. The three highest ranking DBEs have been shortlisted. With Board approval, Public Works will invite the shortlisted DBEs to submit proposals for design and construction services to complete the project.

Construction is expected to be completed by Spring of 2028.

CONSEQUENCE OF NEGATIVE ACTION:
Without Board of Supervisors approval, the Sherman Recovery Center Project will not be built, the $ 16,584,692 BHCIP grant opportunity will be lost, and, if awarded, the $1,607,368 Homekey+ grant opportunity will be lost. Furthermore, the County will lose an opportunity to provide better services to vulnerable County citizens.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4597 **Agenda Date:** 11/4/2025 **Agenda #:** C.94.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Award contract to Vantis for the Antioch Library Electrical System Upgrades Project

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

(1) APPROVE the design and bid documents, including the plans and specifications, for the above project.

(2) DETERMINE that the bid submitted by One Workplace Construction, LLC, dba Vantis (Vantis) complies with all requirements of the Project specifications, including the requirements of the County's Outreach Program.

(3) DIRECT that Vantis shall submit two good and sufficient security bonds (performance and payment bonds) in the amount of $870,000 each.

(4) WAIVE any minor irregularities in Vantis' bid.

(5) FURTHER DETERMINE that Vantis has submitted the lowest responsive and responsible bid for the project.

(6) DIRECT that, as a condition of contract award, Vantis and its subcontractors shall execute a Project Labor Agreement for the Project, as required by the Project Specifications.

(7) AWARD the construction contract for the above Project to Vantis in the listed amount ($870,000) submitted in the bid, and DIRECT the Public Works Director, or designee, to prepare the contract.

(8) ORDER that, after Vantis has signed the contract and returned it, together with the bonds, evidence of insurance, and other required documents, and the Public Works Director has reviewed and found them to

be sufficient, the Public Works Director, or designee, is authorized to sign the contract for this Board.

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

(10) AUTHORIZE the Public Works Director, or designee, to sign any escrow arrangements prepared for this Project to permit the direct payment of retention into escrow for the substitution of securities for monies withheld by the County to ensure performance under the contract, pursuant to Public Contract Code Section 2230.

(11) AUTHORIZE the Public Works Director, or designee, to order changes or additions to the work pursuant to the Public Contract Code Section 20142. The extra cost to the County for any change or addition to the work so ordered shall not exceed $56,000.

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

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

FISCAL IMPACT:
$591,600 (68%) be funded through Measure X Funds, $182,700 (21%) will be funded through the California State Library Building Forward Grant (SB 129), and $95,700 (11%) will be funded through Library Funds.

BACKGROUND:
This project will upgrade the electrical system, upgrade interior lighting and provide accessibility improvements at the Antioch Library located at 501 W. 18th Street, Antioch.

The facility is an 11,225 square foot building constructed in 1967 with what is now an antiquated electrical system. The upgrades include installing a new higher capacity electrical switchboard and additional service outlets on the main library floor to serve library patrons' needs for powering their personal electronics. Interior lighting upgrades include replacing fluorescent fixtures with more energy-efficient light emitting diode (LED) fixtures to be in line with the County's Climate Action Plan. The project also includes accessibility upgrades as triggered and required by the 2022 California Building Code.

On March 11, 2025, the Board of Supervisors approved the design and bid documents for the construction of the Project and authorized the solicitation of bids in accordance with Public Contract Code Section 22037. Bids were received and opened by the Public Works Department on June 5, 2025.

On July 22, 2025, This Board approved the rejection of the submitted bids due to unresponsive GFE packages and approved the re-advertisement of this project. Bids were received on September 10, ,2025 and the bid results are as

follows:

Bidder	Bid Amount
One Workplace Construction LLC d/b/a/ Vanti, Inc.	$870,000
CB2 Builders, Inc.	$1,036,340,69

The Public Works Department staff has thoroughly reviewed the bids and determined that Vantis's bid is responsive and that Vantis has documented an adequate good faith effort to comply with the requirements of the County's Outreach Program, as provided in the Project specifications. Staff recommends that the construction contract for this Project be awarded to Vantis, the lowest, responsible bidder, in the amount of $870,000, as listed in Vantis's bid.

CONSEQUENCE OF NEGATIVE ACTION:
Without the Board of Supervisors approval, the project will not be constructed, the electrical system will remain out of date and insufficient for modern power requirements in libraries, the lighting will not be energy efficient and aligned with the County's Climate Action Plan, and the parking lot will not meet accessibility standards.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4598 **Agenda Date:** 11/4/2025 **Agenda #:** C.95.

To: The Contra Costa County Flood Control and Water Conservation District Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: Approval and Authorization for Use of Flood Control Zone 3B Funds for "Giving Natives A Chance" Community Event.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting 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 utilize Flood Control Zone 3B funds to cover the expenses for the "Giving Natives A Chance" (GNAC) community event, scheduled for Saturday, December 6, 2025, at Clayton Valley Drain. This includes reimbursement for staff costs, essential expenses, and food and beverage costs, for a total estimated cost of $3,282. An itemization of the total cost estimate is provided in the attached "County and Non-County Sponsored Events Participation" form.

FISCAL IMPACT:
The event will be paid for with 100% Flood Control Zone 3B Funds. Project No. 7520-6B8177

BACKGROUND:
The Flood Control District partnered with the Restoration Trust, a nonprofit organization, to develop a volunteer planting project. GNAC was established in 2013 and has become an annual event. Plants historically found in this creekside landscape were reintroduced and planted at varying densities to see which species and planting methods were most successful. The project focused on testing the use of native perennials to supplant nonnative annuals. All planted material were planted as plugs, which are relatively small, inexpensive, and easy to plant, making them especially useful for volunteer plantings. Native plant species include Santa Barbara sedge (Carex barbarae), field sedge (Carex pregracilis), and creeping wild rye (Leymus triticoides). These plants are superior to nonnatives for erosion control, fire suppression, and flood control channels.

The GNAC restoration project showcases the benefits of reestablishing native plant communities along local streams. Existing conditions are dominated by nonnative grasses, which are poorly suited for dry conditions, which persist over most of urbanized California. Maintenance costs are higher with nonnative plants, since they require mowing, grazing, and pesticide application. The Flood Control District uses GNAC as a creative way to lower maintenance costs and improve vegetation quality, while at the same time, engaging the public to raise awareness about the importance of flood control facilities and the inherent challenges in providing community flood protection.

In this partnership, the Restoration Trust initiates the study, provides project oversight, orders planting

materials, supplies, and provides post-project monitoring. The Flood Control District provides the location, prepares the site, purchases the plant material, conducts volunteer outreach, and maintains the site after planting.
Since 2022, following a break for the COVID period, this event has annually engaged over 30 volunteers and facilitated the planting of approximately 5,000 native plant plugs each year.

CONSEQUENCE OF NEGATIVE ACTION:
Without approval, the Flood Control District will be unable to host and organize the GNAC event.

1035

County and Non-County Sponsored Events Participation

☒ County Sponsored Event ☐ Non-County Sponsored Event

Department: Public Works

EVENT/ACTIVITY: Giving Natives a Chance Planting Event

Sponsor/Organizer: Contra Costa County Flood Control and Water Conservation District

Description: Annual native planting event on Flood Control channel.

Purpose and Benefit to County: Native Plants requires less maintenance, provide erosion control, fire suppression, and help prevent flow impediment during big storm events which providing added flood protection to the community.

Date(s): Saturday, Dec 6, 2025

Duration: Three (3) hours

Location: Clayton Valley Drain, Concord

County Resources Requested:

# of Employees 2 Estimated Cost: $ 2,631.60

County/Rental Equipment Used: County Vehicle - Ford Explorer Estimated Cost: $ 350
(Including vehicles)

Additional Expenditures: Food & Beverages Estimated Cost: $ 300
(Attach itemized list)

Total Estimated Cost: $ 3,281.60

Funding Source(s)/Reasons: WO 8177 - Native Vegetation Study

I certify this to be an event/activity that benefits the County and all estimated costs to be paid by County funds, regardless of funding source, are within my departments budget.

(Department Head or Designee) 9/8/2025 (Date)

APPROVAL FOR NON-COUNTY EVENTS

LESS THAN $2,500

County Administrator

☐ Approved
☐ Not Approved

County Administrator Date

ABOVE $2,500

Board of Supervisors

☐ Approved
☐ Not Approved

Authorized Signature Date

C.95

County and Non-County Sponsored Events Participation

☒ County Sponsored Event ☐ Non-County Sponsored Event

Department: Public Works

EVENT/ACTIVITY: Giving Natives a Chance Planting Event

Sponsor/Organizer: Contra Costa County Flood Control and Water Conservation District

Description: Annual native planting event on Flood Control channel.

Purpose and Benefit to County: Native Plants requires less maintenance, provide erosion control, fire suppression, and help prevent flow impediment during big storm events which providing added flood protection to the community.

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Additional Expenditures: Food & Beverages Estimated Cost: $ 300
(Attach itemized list)

Total Estimated Cost: $ 3,281.60

Funding Source(s)/Reasons: WO 8177 - Native Vegetation Study

I certify this to be an event/activity that benefits the County and all estimated costs to be paid by County funds, regardless of funding source, are within my departments budget.

(Department Head or Designee) 9/8/2025 (Date)

APPROVAL FOR NON-COUNTY EVENTS

LESS THAN $2,500

County Administrator

☐ Approved
☐ Not Approved

County Administrator Date

ABOVE $2,500

Board of Supervisors

☐ Approved
☐ Not Approved

Authorized Signature Date

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4599 **Agenda Date:** 11/4/2025 **Agenda #:** C.96.

To: Board of Supervisors

From: Warren Lai, Public Works Director/Chief Engineer

Report Title: APPROVE the Conveyance of a Grant of Easement to TH DANVILLE CAMINO RAMON, LLC Danville area

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
Acting as the governing board of the Contra Costa County Flood Control and Water Conservation District, APPROVE the conveyance of a Grant of Easement-Soundwall Maintenance (Easement) to TH DANVILLE CAMINO RAMON LLC (Grantee) across a portion of District's access road along San Ramon Creek for the purpose of accessing and maintaining a soundwall to be located on Grantee's property at APN: 218-880-027, as recommended by the Chief Engineer and pursuant to Section 31 of the Contra Costa County Flood Control and Water Conservation District.

FISCAL IMPACT:
No fiscal impact.

BACKGROUND:
The Flood Control & Water Conservation District (District) is working with TH DANVILLE CAMINO RAMON LLC who is developing a subdivision at 3020 Fostoria Way (APN 218-090-034) (Borel Property) in Danville.

TH DANVILLE CAMINO RAMON LLC's proposed project is adjacent to San Ramon Creek and includes improvements such as realignment of the District's access road within parcel L and building a soundwall and fencing between the District's access road and TH DANVILLE CAMINO RAMON LLC's proposed housing community. Parcel L was created by TH DANVILLE CAMINO RAMON LLC. Parcel L provides the District full ownership of the access road along San Ramon Creek. Parcel L will be dedicated to the District by separate instrument.

As part of the Town of Danville's (Town) review of TH DANVILLE CAMINO RAMON LLC's project plans, the Town set a condition of approval requiring TH DANVILLE CAMINO RAMON LLC to obtain an easement or license agreement from the District.

The District agrees to grant an easement to allow the future Homeowner's Association of the Borel development to conduct routine maintenance without needing to acquire a District encroachment permit for each routine activity.

The project is a Housing Opportunity site and is exempt from CEQA. Routine maintenance of the soundwall allowed by the said Easement is exempt from CEQA pursuant to Article 19, Section 15301 as it involves maintenance of a structure involving negligible use (minor repairs, removing graffiti, and clearing debris and trash and vegetation within the District access road).

CONSEQUENCE OF NEGATIVE ACTION:
The Easement would not be granted to TH DANVILLE CAMINO RAMON LLC. TH DANVILLE CAMINO RAMON LLC would apply for a District encroachment permit for each routine maintenance activity needed for the soundwall.

Recorded at the request of:
Contra Costa County

After recording return to:
TruMark Homes
3001 Bishop Dr., STE 100
San Ramon, CA 94583

Attn: Heide Antonescu

Mail Tax Statement to:
Contra Costa County
Flood Control and Water
Conservation District
255 Glacier Drive
Martinez, CA 94553

Attn: Real Estate Division

Portion of A.P.N. 218-880-027

GRANT OF EASEMENT
SOUNDWALL MAINTENANCE

For good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California, (hereinafter "DISTRICT"), hereby grants to TH DANVILLE CAMINO RAMON, LLC a California limited liability company (hereinafter "GRANTEE"), a nonexclusive right to a perpetual nonexclusive 20' wide permanent easement on a portion of District property identified as APN 218-880-027 (Property) for purposes of pedestrian access, and routine maintenance of Grantee's soundwall, fencing and appurtenances thereto, and for no other purposes whatsoever, along and in all of the hereinafter described parcel of land situated in the County of Contra Costa, State of California, described as follows:

FOR DESCRIPTION, SEE ATTACHED EXHIBITS "A", "B" AND "C"

The foregoing grant is made subject to the following terms and conditions:

1. **PRIMARY USE OF THE PROPERTY** The DISTRICT's primary use of the Property subject to this easement is for purposes, including, but not limited to, the right to use the entire access road and to maintain the District's San Ramon Creek.

   GRANTEE acknowledges and agrees that the use just described constitutes the primary use of the Property and that any and all rights granted or implied by this Grant of Easement are secondary and subordinate to the primary use of the Property by the DISTRICT, its successors and assigns. GRANTEE shall not, at any time, use or permit the public to use the easement area in any manner that will interfere with or impair

the DISTRICT's primary use of the Property. GRANTEE shall not fence said easement without the prior written approval of the DISTRICT, and shall remove any fencing when requested by DISTRICT to do so. GRANTEE shall not otherwise obstruct the easement area.

2. **USE:**. This easement allows pedestrian access to the soundwall for routine maintenance work such as, clearing debris and trash, vegetation, removing unwanted markings (signage, graffiti, paint, etc.), minor repair damage and, broken wall or fencing. If vehicle access or non-routine maintenance work is needed, a temporary Flood Control District Encroachment Permit shall be requested by the Grantee from the Grantor.

   A District Encroachment Permit can be requested by contacting Contra Costa County Flood Control & Water Conservation District by phone at (925) 313-2000 or by email at FLDContr@pw.cccounty.us.

3. **DISTRICT TITLE:** GRANTEE hereby acknowledges DISTRICT's title to the Property and agrees never to assail, or resist said title.

4. **CONSTRUCTION AND MAINTENANCE ACTIVITIES:**
   a) GRANTEE shall, prior to any construction, reconstruction, remodeling, excavation, installation of its soundwall and fencing in the easement area, submit specific plans and specifications to the DISTRICT for review and approval. Such approval, together with any additional requirements to be in the form of a written permit issued by DISTRICT to GRANTEE.

   b) Normal maintenance by GRANTEE of its soundwall and fencing in the easement area, including inspection and cleaning of the soundwall and fencing, shall not require prior notice to the DISTRICT. GRANTEE shall perform maintenance of its facilities so as to prevent damage to the easement area.

5. **DAMAGE TO DISTRICT PROPERTY:** Any and all DISTRICT Property, facilities, landscaping or other improvements, removed or damaged as a result of the use of the easement area by GRANTEE, or any other person or entity acting under GRANTEE's direction or control, shall, at DISTRICT's discretion and direction, be repaired or replaced by DISTRICT, with all reasonable costs and expenses to be paid by GRANTEE (including but not limited to engineering costs and legal costs of collecting any unpaid expenses) or shall be repaired or replaced by GRANTEE, at the sole cost and expense of GRANTEE, equivalent to or better than the condition prior to such removal or damage. In the event that GRANTEE fails to commence the required work within thirty days after being directed to do so by DISTRICT, or such reasonable extension as DISTRICT may agree to in writing, or fails to complete the required work within a reasonable time thereafter, DISTRICT may perform or complete the work at the expense of GRANTEE, which expense GRANTEE agrees to pay to DISTRICT promptly upon demand, including but not limited to engineering costs and any legal expenses incurred to collect such costs.

6. **DAMAGE TO GRANTEE'S FACILITIES:** DISTRICT shall have no responsibility for the protection, maintenance, damage to, or removal of GRANTEE's facilities,

appurtenances or improvements, caused by or resulting from DISTRICT's use of the Property or work or operation thereon. It shall be the sole responsibility of the GRANTEE to provide and maintain adequate protection and surface markings for its own facilities.

7. **NON-EXCLUSIVE EASEMENT:** The easement granted hereunder is non-exclusive. This easement is subject and subordinate to all existing rights, rights of way, licenses, reservations, franchises and easements of record, or that would be evident from a physical inspection or accurate survey of the Property, in and to the Property. DISTRICT shall have the right to require GRANTEE to modify, remove or relocate its facility within the easement area or to a similar easement to be granted to GRANTEE by DISTRICT at no cost, in a timely manner at GRANTEE's sole cost as reasonably necessary to accommodate the DISTRICT's, or any other existing user's right to construct, replace, enlarge, repair, maintain and operate its facilities, in the same manner as required by Section 4 of this easement, including the rights and remedies contained therein. GRANTEE agrees to take all precautions required to avoid damage to the facilities of the existing users. If GRANTEE damages the facilities or improvements of any existing user, GRANTEE shall repair or replace such facilities at GRANTEE's sole cost and expense. Nothing contained herein shall be construed to prevent DISTRICT from granting other easements, franchises, licenses or rights of way over said lands, provided however, that said subsequent uses do not unreasonably prevent or obstruct GRANTEE's easement rights hereunder.

8. **INDEMNIFICATION, AS-IS CONDITION OF PROPERTY:**

a) In the exercise of all rights under this easement, GRANTEE shall be responsible for any and all injury to the public, to persons and to property arising out of or connected with GRANTEE's use of the Property. GRANTEE shall indemnify, defend, save, protect and hold harmless, DISTRICT, its officers, agents, employees and contractors from and against any and all threatened or actual loss, damage (including foreseeable and unforeseeable consequential damages), liability, claims, suits, demands, judgments, orders, costs, fines, penalties or expense of whatever character, including but not limited to those relating to inverse condemnation, and including attorneys' fees, (hereinafter collectively referred to as "Liabilities") to persons or property, direct or consequential, directly or indirectly contributed to or caused by the granting of this easement, GRANTEE's operations, acts or omissions pursuant to this easement, or the GRANTEE's use of the easement, save and except Liabilities arising through the sole negligence or sole willful misconduct of the DISTRICT, its officers or employees. GRANTEE acknowledges that Property subject to this easement is in a flood control area. GRANTEE agrees that GRANTEE shall never have, claim or assert any right or action against DISTRICT or the County of Contra Costa in the event of damage to or disruption of GRANTEE's facilities caused or contributed to by flooding or water, and shall indemnify, defend, save, protect and hold DISTRICT harmless from all Liabilities resulting from such damage or disruption.

b) GRANTEE further agrees to defend, indemnify, save, protect and hold harmless, DISTRICT from any and all actual or threatened claims, costs, actions or proceedings to attack, set aside, void, abrogate or annul this grant of easement or any act or approval of DISTRICT related thereto.

c) GRANTEE accepts the easement area in an "as is" physical condition, with no

warranty, guarantee, representation or liability, express or implied on the part of the DISTRICT as to any matter, including but not limited to the physical condition of the Property and/or the condition and/or possible uses of the land or any improvements thereon, the condition of the soil or the geology of the soil, the condition of the air, surface water or groundwater, the presence of known and unknown faults, the presence of any hazardous substance, materials, or other kinds of contamination or pollutants of any kind in the air, soil, groundwater or surface water, or the suitability of the Property for the construction and use of the improvements thereon. It shall be the sole responsibility of GRANTEE, at its sole cost and expense, to investigate and determine the suitability of the soil, water, geologic, environmental and seismic conditions of the Property for the intended use contemplated herein, and to determine and comply with all building, planning and zoning regulations relative to the Property and the uses to which it can be put. GRANTEE relies solely on GRANTEE's own judgment, experience and investigations as to the present and future condition of the Property or its suitability for GRANTEE's intended use and is not relying in any manner on any representation or warranty by DISTRICT. GRANTEE agrees that neither GRANTEE, its heirs, successors or assign shall ever claim have or assert any right or action against DISTRICT for any loss, damage or other matter arising out of or resulting from the presence of any hazardous substance or any other condition of the Property at the commencement of the easement or from the release of any hazardous substance in, on or around any part of the Property or in the soil, water, subsurface strata or ambient air by any person or entity other than the DISTRICT following the commencement of this easement. As used herein, "hazardous substance" means any substance, material or waste which is or may become designated, classified or regulated as being "toxic," "hazardous" or a "pollutant" under any federal, state or local law, regulation or ordinance. Nothing in this section is intended in any way to restrict the right of GRANTEE to seek contribution or indemnity from any person or entity other than DISTRICT whose activities are a cause of any discharge, leakage, spillage or emission of hazardous materials on or to the Property.

d) To the extent permitted by law, GRANTEE shall indemnify, defend, save, protect and hold the DISTRICT harmless from and against any and all claims, demands, Liabilities, expenses (including without limitation attorneys fees and consultants fees), penalties, damages, consequential damages and losses, and costs (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties and from and against the preparation of any cleanup, remediation, closure or other required plans whether such action is required or necessary prior to or following the termination of the easement), of any kind or nature, to the extent caused or contributed to by GRANTEE's operation or performance under this easement, or GRANTEE's use, release or disposal of any hazardous substance, including all costs, claims, damages (including property and personal injury) caused by the uncovering, release or excavation of hazardous materials (including petroleum) as a result of GRANTEE's construction, reconstruction, maintenance, use, replacement, or removal of its facilities, to the extent that such activities increase the costs attributable to the cleanup or remediation of such hazardous materials.

e) The obligations contained in this section shall survive the expiration or other termination of this easement.

9. **NO WARRANTIES:** GRANTEE understands and acknowledges that DISTRICT makes no representations, warranties or guarantees of any kind or character, express or implied, with respect to the Property, and GRANTEE is entering into this transaction without relying in any manner on any such representation or warranty by DISTRICT.

10. **ABANDONMENT:** In the event GRANTEE shall cease to use the easement herein continuously for a period of one year, or in the event GRANTEE abandons its facilities or fails to use the easement for the purpose for which it is granted, then all rights of GRANTEE in and to said lands shall thereupon cease and terminate and shall immediately revert to and vest in DISTRICT or its successors. Upon any such termination of GRANTEE's rights, GRANTEE shall, upon request by DISTRICT, and at GRANTEE's sole cost and expense, remove all of its facilities from the easement area and restore said Property to its original condition. Upon the failure of GRANTEE to do so, this work may be performed by DISTRICT at GRANTEE's expense, which expense GRANTEE agrees to pay to DISTRICT upon demand. GRANTEE shall execute any Quitclaim Deeds required by DISTRICT in this regard.

11. **ASSIGNMENT OF EASEMENT:** By written notice to the DISTRICT, the easement may be assigned by TH DANVILLE CAMINO RAMON, LLC following the DISTRICT's written acknowledgement.

12. **NO SECONDARY RIGHTS:** Nothing herein contained shall be deemed to construe that access or other secondary rights are conveyed by this document over any of DISTRICT's adjacent lands lying outside of the aforesaid strip of land above described.

13. **ENTIRE AGREEMENT:** This grant of easement contains the entire agreement between the parties hereto and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

14. **CONSTRUCTION:** This grant of easement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this grant of easement and their counsel have read and reviewed this grant of easement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this grant of easement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

15. **SUCCESSORS AND ASSIGNS:** This indenture and all of the covenants herein contained shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, this Grant of Easement is signed and executed this _____day of _____ 2025.

CONTRA COSTA COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

By _____
Warren Lai
Chief Engineer

TH DANVILLE CAMINO RAMON LLC, a California limited liability company

By _____
Tony Bosowski
Authorized Agent

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

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk

\\pw-data\grpdata\realprop\Borel Property, Danville\EA.17PA-Mwork2 Grant of Easement - District - Borel Property - BOS Agenda Final.docx

(APPROVED AS TO FORM by County Counsel 07/99)

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATE IN THE TOWN OF DANVILLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING THE LANDS OF CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AS DESCRIBED IN THE DOCUMENT FILED FOR RECORD IN BOOK 5557, PAGE 321, OF OFFICIAL RECORDS CONTRA COSTA COUNTY RECORDS AND PARCEL L OF SUBDIVISION 9594 FILED OCTOBER 10, 2024, IN BOOK 558 OF MAPS, AT PAGE 21, CONTRA COSTA COUNTY RECORDS.

END OF DESCRIPTION

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE TOWN OF DANVILLE, CONTRA COSTA COUNTY, STATE OF CALIFORNIA, BEING ALL OF SUBDIVISION 9594 FILED OCTOBER 10, 2024, IN BOOK 558 OF MAPS, AT PAGE 21, CONTRA COSTA COUNTY RECORDS.

EXCEPTING THEREFROM

PARCELS L AND M OF SAID SUBDIVISION 9594.

END OF DESCRIPTION

Exhibit "C"

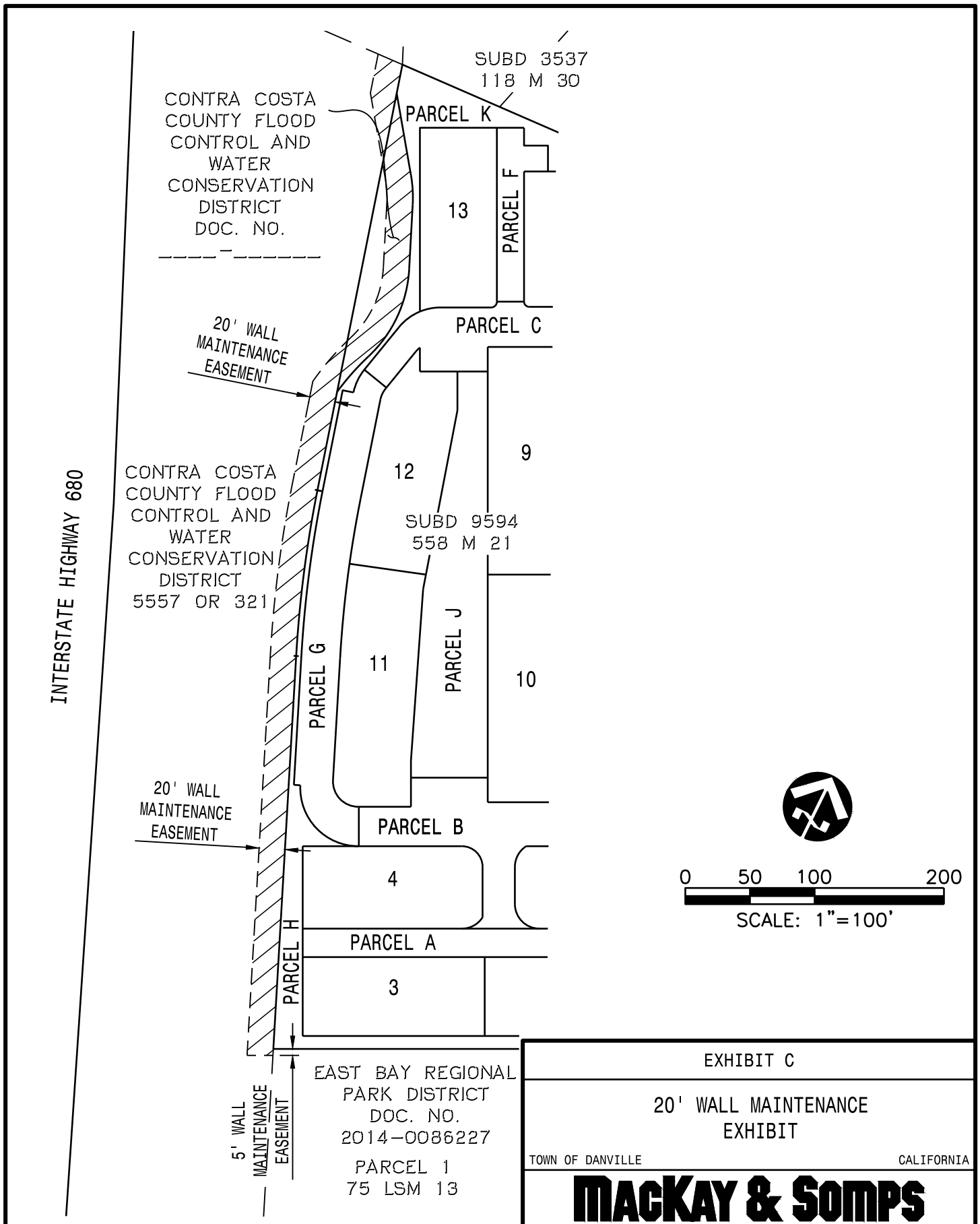


EXHIBIT C

20' WALL MAINTENANCE EXHIBIT

TOWN OF DANVILLE CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
5142B FRANKLIN DR, PLEASANTON, CA 94588 (925)225-0690

DRAWN	DATE	SCALE	JOB NO.
MB	MAY 2025	1" = 100'	29036

05-06-2025 8:52am Ian MacDonald P:\29036\SRV\MAPPING\PLATS AND DESC\PLATS\EXHIBIT C - WALL MAINTENANCE EXHIBIT.DWG

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4601 **Agenda Date:** 11/4/2025 **Agenda #:** C.97.

To: Board of Supervisors

From: Monica Nino, County Administrator

Report Title: Claims

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:

DENY claims filed by Gerardo Amezcua; Yvonne Chappelone; Daniel Favela; Lonny Guy Fisher; Dorothy Griffin; Trinity Leigh-Ann LeClear; Gervin Gustavo Lopez Escalante; Rachel Mason; Ciriaco Leonardo Morales; John Muir MC, Concord Campus for Alberta Johnson; Mila Olds; Aaron Perez & Mariam Balestier; Justin Russo (2); Cielo Randa Sambas; San Ramon Regional MC for Walter Pucci; Sheri Tachera; Miguel Taveras; and Kimberly & Robert Young.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Gerardo Amezcua: Property claim for lost boots in the amount of $220.
Yvonne Chappelone: Property claim for damage to vehicle in the amount of $7,995.
Daniel Favela: Personal injury claim related to school incident in the amount of $100,000,000.
Lonny Guy Fisher: Personal injury claim related to vehicle accident in an amount exceeding $5,000,000.
Dorothy Griffin: Personal injury claim for an unspecified accident in an undisclosed amount.
Trinity Leigh-Ann LeClear: Personal injury claim related to dangerous tree limb in an amount exceeding $35,000.
Gervin Gustavo Lopez Escalante: Personal injury claim related to vehicle collision in the amount of $100,000,000.
Rachel Mason: Personal injury claim for an undisclosed accident in an undisclosed amount.
Ciriaco Leonardo Morales: Property claim for lost phone, airpods and money in the amount of $1,200.
John Muir MC, Concord Campus for Alberta Johnson: Claim for underpayment of medical charges in the amount of $6,176.31.
Mila Olds: Personal injury claim for injuries sustained from dangerous tree limb in an amount exceeding $35,000.
Aaron Perez & Mariam Balestier: Personal injury claim related to vehicle accident in the amount of $1,000,000.

Justin Russo (1): Civil rights claim related to jail conditions in the amount of $662,000.
Justin Russo (2): Civil rights claim related to jail conditions in the amount of $25,000.
Cielo Randa Sambas: Personal injury claim concerning claims of retaliation and wrongful surveillance in an amount to be determined.
San Ramon Regional MC for Walter Pucci: Claim for underpayment of medical charges in the amount of $99,203.19.
Sheri Tachera: Personal injury claim related to dangerous tree limb in an amount exceeding $35,000.
Miguel Taveras: Property claim for damage to vehicle in the amount of $2,463.80.
Kimberly & Robert Young: Personal injury claim related to trip and fall in the amount of $1,000,000.

CONSEQUENCE OF NEGATIVE ACTION:

Not acting on the claims could extend the claimants' time limits to file actions against the County.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: RES 2025-382 **Agenda Date:** 11/4/2025 **Agenda #:** C.98.

To: **Board of Supervisors**

From: David O. Livingston, Sheriff-Coroner

Report Title: California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement FY 2026-2027

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
ADOPT a Resolution authorizing the Sheriff-Coroner, or designee, to apply for and accept grant funding in an initial amount not to exceed $522,382 from the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program, for marine patrol and boating regulation enforcement for the period of July 1, 2026 through June 30, 2027.

FISCAL IMPACT:
An initial grant amount of $522,382 has been granted by the State. The Office of the Sheriff receives annual funding from the California Department of Parks and Recreation, Division of Boating and Waterways that is incorporated in the baseline budget. No county match is required.

BACKGROUND:
The California Department of Parks and Recreation, Division of Boating and Waterways (DBW) provides funding to the Office of the Sheriff to maintain the service level of their Marine Patrol Unit on the Delta Waterways. Marine patrol operations cost roughly $2.4 million per year of which DBW has awarded $522,382 for the last fiscal year, and $738,249 for each of the prior five fiscal years. DBW funding provides the ability for more vigilant enforcement of boating regulations.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, it will result in failure to secure State funding, which will cause further reduction in Marine Patrol Services.

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

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

IN THE MATTER OF Applying for and Accepting the FY 2026-2027 California Department of Parks and

Recreation, Division of Boating and Waterways Financial Aid Program Agreement,

WHEREAS, the County of Contra Costa is seeking funds available through the California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement; County of Contra Costa shall not allocate funds to any County or public agency within a County unless County of Contra Costa receives a resolution adopted annually by the Board of Supervisors authorizing the County to participate in the program and certifying that the County will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the County from personal property taxes on vessels. The money allocated to a County pursuant to subdivision (a) shall be used only for boating safety and enforcement programs, as specified in subdivision (b), that are conducted in that County.

1. In the case of a local government agency within a County, a certified copy of the resolution or minute order shall accompany the application for financial aid from the local government entity, as well as a certified copy of the resolution or minute order from its County Board of Supervisors, authorizing the agency to participate in the program.
2. The resolution or minute order shall:
   A. Authorize the chairperson or designated agency representative, to sign the application and contract.
   B. Authorize the chairperson, or designated agency representative, to sign the department's form for each reimbursement claim.
   C. Authorize the County Auditor to certify the amount of prior year vessel taxes received by the County.
3. The department may deny the application if the applicant agency fails to provide the above referenced information or data. Additionally, 100% of the vessel taxes will be committed to the program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors: Authorizes the Sheriff-Coroner, Undersheriff, or Chief of Management Services, to sign the application, contract, and County of Contra Costa form for each reimbursement claim; authorizes the County Auditor-Controller to certify the amount of prior year vessel taxes received by County of Contra Costa. And on behalf of the County of Contra Costa, a public entity established under the laws of the State of California, an action necessary for the purpose of obtaining financial assistance including Agreement modifications and extensions provided by California Department of Parks and Recreation, Division of Boating and Waterways Financial Aid Program Agreement.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4602 **Agenda Date:** 11/4/2025 **Agenda #:** C.99.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Quest Software, Inc.

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, on behalf of the Sheriff-Coroner, to execute a purchase order with Quest Software, Inc. to provide KACE software updates and vendor support services for the Office of the Sheriff, in an amount not to exceed $8,824, for the period October 10, 2025 through August 9, 2026.

FISCAL IMPACT:
Approval of this request will result in up to $8,824 in contractual service expenditures over a 1-year period and will be funded 100% by the General Fund.

BACKGROUND:
KACE by Quest Software, Inc. is a systems management software application. KACE is used by the Office of the Sheriff Technical Services Division to track IT work items and assign issues. It allows for information to be centrally collected, updated and easily searchable. It is a ticketing system for the helpdesk team, and also functions as a device tracking tool, a deployment tool and a knowledge base repository.

This agreement allows the Office of the Sheriff to renew vendor support to ensure software updates and issues can be appropriately addressed by the manufacturer. Quest Software, Inc. does not sell direct to customers, therefore KACE will be purchased through DLT Solutions, LLC., a third-party reseller. (Note: DLT Solutions, LLC was bought out by TD Synnex but still operates under DLT Solutions, LLC)

This Software Transaction Agreement includes a limitation of liability and indemnification from the County to Quest Software, Inc.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, there will be no vendor support. This will cause a significant impact to operational efficiency due to the inability to centrally assign, prioritize and track the services that IT provides. More staff would be needed to deploy updates to PCs and servers.

1025 ESCOBAR STREET
MARTINEZ, CA 94553

CONTRA COSTA COUNTY

Staff Report

File #: 25-4603 **Agenda Date:** 11/4/2025 **Agenda #:** C.100.

To: Board of Supervisors

From: David O. Livingston, Sheriff-Coroner

Report Title: Thermo Electron North America LLC

☒Recommendation of the County Administrator ☐ Recommendation of Board Committee

RECOMMENDATIONS:
APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute on behalf of the Sheriff-Coroner, a purchase order renewal with Thermo Electron North America LLC in an amount not to exceed $18,052 for maintenance, repairs and an extended warranty for the Infrared Spectrometer at the Office of the Sheriff Forensics Division, for the period November 3, 2025 through November 2, 2028.

FISCAL IMPACT:
Approval of this request will result in up to $18,052 in contractual service expenditures and will be funded 100% by the General Fund.

BACKGROUND:
The Contra Costa County Sheriff's Crime Laboratory is responsible for the analysis of controlled substances for the criminal justice system. The Infrared Spectrometer, a device used for examination of evidence, requires preventative maintenance and extended warranty repairs to ensure that the instrument is working properly.

Thermo Electron North America LLC provides certified technicians that perform maintenance and repairs on the Infrared Spectrometer.

The Terms & Conditions include a limitation of liability and indemnification from the County to Thermo Electron North America LLC.

CONSEQUENCE OF NEGATIVE ACTION:
If the Board does not approve, the Office of the Sheriff Forensics laboratory will be unable to conduct preventive maintenance or repairs needed for the Infrared Spectrometer, which would result in suspension of the analysis of controlled substances.