

A G E N D A

1007th MEETING OF THE BOARD OF TRUSTEES
OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
MARCH 12, 2014

TIME: 5:00 P.M.
PLACE: Office of the District, 23187 Connecticut Street, Hayward
TRUSTEES: Barbara Halliday, President, City of Hayward
Ryan Clausnitzer, Vice-President, City of Alameda
George Young, Secretary, City of Fremont
Dennis Bray, County-at-large
City of Oakland, vacant
James N. Doggett, City of Livermore
City of Emeryville, vacant
Richard Guarienti, City of Dublin
City of Piedmont, vacant
Kathy Narum, City of Pleasanton
Jim Prola, City of San Leandro
Ronald Quinn, City of Union City
William M. Spinola, City of Newark
Jan O. Washburn, City of Berkeley

Please Note: The Energy Conservation Committee will meet at 4:00 PM before the Regularly Scheduled Board Meeting. The Regular Board Meeting will be at 5:00 PM as usual

1. **Call to order**
2. **Roll call**
3. **Public Comment** President Halliday invites any member of the public to speak at this time on any issue relevant to the District. (Each individual is limited to five minutes)
4. **Approval of the Minutes** of the 1006th meeting held February 12, 2014. (Board action required)
5. **Resolution 1007-1 Recognizing Trustee Jim Golden** for his years of service to the District. (Board action required.)
6. **Presentation of the Audit** for fiscal year ending June 30 2013 by Michael O'Connor CPA with R.J. Ricciardi, Inc. (Board action required)
7. **Local Agency Formation Commission** - Nomination of a Special District Representative to the Commission and designation of a board member to attend the election on Wednesday May 14, 2014. (Board action required)
8. **Compensation Agreement with the Fremont Successor Agency** to the former Fremont Redevelopment Agency. The Board will review the agreement and decide whether to approve it. (Board action required)
9. **Committees** (Board action required)
 - a. Report from the Energy Conservation Committee

- b. Updates to committee membership and charges (Board action required)
 - c. The Finance committee will meet at 4:00 PM on April 9, before the regularly scheduled Board Meeting, to begin reviewing the draft budget for FY 2014-15.
10. **Review of the Warrants** dated February 15, 2014 numbering 039614 through 041914 amounting to \$75,043.49 and warrants dated February 28, 2014 numbering 042014 through 045014 amounting to \$104,045.51 (Information only)
 11. **Review of Account Balances and Revenues** as of February 28, 2014 (Information Only)
 12. **Presentation of Monthly Operational Report** for February 2014. (Information only)
 13. **Manager's Report** for February 2014. (Information only)
 - a. Mosquito & Vector Control Association of California – annual conference
 - b. Vector Control Joint Powers Agency
 - c. Alameda County Special District Association – Annual Dinner March 27, 2014
 - d. Auction of Surplus vehicles
 - e. Conflict of Interest Disclosures - FPPC 2012/2013 Statement of Economic Interests, Form 700
 - f. Staffing Update
 14. President Halliday asks trustees for items to be added to the agenda for the next Board meeting. (Information only)
 15. Reports on Conferences and Seminars attended by Trustees.
 16. Announcements from members of the Board. (Information only)
 17. Adjournment

CITIZENS ATTENDING THE MEETING MAY SPEAK ON ANY AGENDA ITEM AT THEIR REQUEST!

Please Note: A copy of this agenda is also available at the District website, www.mosquitoes.org or via email by request. Alternative formats of this agenda can be made available for persons with disabilities. Please contact the district office at (510) 783-7744, via FAX (510) 783-3903 or email at acmad@mosquitoes.org to request an alternative format.

MINUTES

AGENDA ITEM 4

1006th MEETING OF THE BOARD OF TRUSTEES
OF THE ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
FEBRUARY 12, 2014

TIME: 5:00 P.M.
PLACE: Office of the District, 23187 Connecticut Street, Hayward
TRUSTEES: Barbara Halliday, President, City of Hayward
Ryan Clausnitzer, Vice-President, City of Alameda
George Young, Secretary, City of Fremont
Dennis Bray, County-at-large
City of Oakland, vacant
James N. Doggett, City of Livermore
City of Emeryville, vacant
Richard Guarienti, City of Dublin
City of Piedmont, vacant
Kathy Narum, City of Pleasanton
Jim Prola, City of San Leandro
Ronald Quinn, City of Union City
William M. Spinola, City of Newark
Jan O. Washburn, City of Berkeley

Board President Halliday called the meeting to order at 5:05 PM

Trustees Washburn, Spinola and Bray were absent

President Halliday invited members of the public to speak on issues relevant to the District. No members of the public were present.

The Board approved the Minutes of the 1005th meeting held January 8, 2014. (Narum/Prola, unanimous with trustee Quinn abstaining)

The Board discussed the Sale of two surplus right hand drive trucks to an auto dismantler or an auction yard. Trustee Narum expressed concern over the possibility that the cost of having the auction yard pick up the vehicles and transport them would cost more than could be recovered at the auction and what would happen if the vehicles did not sell at the auction. Manager Chindi Peavey stated that the representative from the auction yard had stated that the District could set a minimum bid and that the vehicles were fairly certain to sell for more than the transport cost of \$100 each. After further discussion, Trustee Doggett made a motion to sell the trucks at auction, seconded by Quinn. The motion passed unanimously.

The Board reviewed bids for the purchase of a 2014 Ford Fusion Hybrid Sedan to replace the District's Ford Explorer. President Halliday asked if the District had evaluated the possibility of paying for mileage on employee's personal cars rather than purchasing a new vehicle. District Manager Chindi Peavey explained that the vehicle was used by all of the support staff to conduct District business. It is not assigned to any single employee and is not used for commuting to work. The Explorer is used for travel from the District office to the County administrative offices for warrants and checks and to attend meetings in the county and other locations such as Sacramento. It is not used as a personal vehicle by any staff member and is kept at the District yard. There is a need for a District vehicle for travel to conduct District business and requiring staff to use their own vehicles and be reimbursed for mileage would not be cost effective. The Board

approved the purchase of a 2014 Ford Fusion Sedan from Livermore Auto Group, the firm which had submitted the lowest bid (Halliday/Young, unanimous.)

The Board reviewed Warrants dated January 15, 2014 numbering 034114 through 036414 amounting to \$129,076.79 and warrants dated January 31, 2014 numbering 036514 through 039514 amounting to \$93,620.90

The Board reviewed Account Balances and revenues received as of January 31, 2014

The Board authorized the District Manager to transfer funds from General Fund to Trust Fund for Retiree Health Benefits (OPEB Fund). The budget approved by the Board in July, 2013 for the current fiscal year included \$800,000 to be transferred from reserves to the Trust account for Other Post Employment Benefits (OPEB) (Prola/Narum, unanimous).

President Halliday presented the President's Award Plaque to Past Board President Jim Prola.

District Manager Chindi Peavey presented the Monthly Operational Report for January 2014.

District Manager Chindi Peavey Presented the Manager's Report for January 2014.

The American Mosquito Control Association (AMCA) will hold its Annual Conference February 3-6 in Seattle, WA. Entomologist Bruce Kirkpatrick and Manager Chindi Peavey will attend.

The Mosquito and Vector Control Association of California will hold its Annual Conference February 22-24 in San Diego. Attending will be District Manager Chindi Peavey, staff members Bruce Kirkpatrick, Erika Castillo, Joseph Huston and Michelle Izumizaki, and Trustees Ryan Clausnitzer and Jan Washburn.

The Vector Control Joint Powers Association will hold its Annual Workshop on March 6-7, 2014 in Walnut Creek. District Manager Chindi Peavey will attend. No trustees are attending.

District staff received Driver Safety Training on January 22

The California Special District Association (CSDA) will hold its Annual Banquet on March 27 in Pleasanton. Trustees Kathy Narum and Richard Guarienti will attend with District Manager Chindi Peavey.

The District Financial Audit is progressing and should be completed in time for CPA Michael O'Connor to present it at the March Board meeting.

The District submitted an amended NPDES Permit for 2013 at the request of the Regional Water Quality Board.

Trustee Jim Golden has announced his retirement from the Board. A commendation thanking him for his service will be presented to him at the March Board Meeting. The District is currently seeking board members for the cities of Oakland, Piedmont and Emeryville.

President Halliday asked if there were any announcements from members of the Board. Trustee Kathy Narum announced that she would be unable to attend the March 12 Board Meeting as she is attending an event for her city at that time.

President Halliday asked trustees for items to be added to the agenda for the next Board meeting. There were no items requested.

The meeting adjourned at 6:30 PM.

Respectfully submitted,

George Young, Secretary

Approved as written and/or corrected
at the 1007th meeting of the Board of
Trustees held March 12, 2014

Barbara Halliday, President
BOARD OF TRUSTEES

RESOLUTION NO. 1007-1

ALAMEDA COUNTY MOSQUITO
ABATEMENT DISTRICT

COMMENDATION TO: Jim Golden

WHEREAS: You, Jim Golden, served the District as Trustee for the City of Emeryville from 1995 until 2013, providing a wealth of expertise in finance and governmental management, and

WHEREAS: You served as President of the Board in 1999, and

WHEREAS: You actively participated in District governance, serving on committees for Finance, Personnel, and Long Range Planning; your experience and insightful comments provided leadership, and guidance for the board and management during your 28 year tenure with the District

RESOLVED: We, the Board of Trustees, do hereby extend our sincere appreciation for your dedication of service to this District and deem it a pleasure to have served with you.

Barbara Halliday, President
Board of Trustees

Date

Members

Ayn Wieskamp
Special District Member

Nate Miley
County Member

Tim Sbranti
City Member

Sblend Sblendorio, Chair
Public Member

Ralph Johnson
Special District Member

Scott Haggerty
County Member

John Marchand, Vice Chair
City Member

Alternates

Georgean Vonheeder-Leopold
Special District Member

Wilma Chan
County Member

Jerry Thorne
City Member

Tom Pico
Public Member

Executive Officer

Mona Palacios

February 6, 2014

Board Presidents

Independent Special District Selection Committee

Subject: Alameda LAFCo – Notice of Regular Non-enterprise Special District Seat Term Expiration

Dear Committee Members:

This letter serves as notice that the term of the non-enterprise Special District Member on the Alameda Local Agency Formation Commission (LAFCo) will expire on May 5, 2014 (the first Monday in May). Therefore, Alameda LAFCo, in conjunction with the Alameda County Chapter of the California Special Districts Association, is calling a meeting of the Alameda County Independent Special District Selection Committee (ISDSC) for **Wednesday, May 14, 2014 at 10:00 am**, at the **Eden Township Healthcare District** located at 20400 Lake Chabot Road, Suite 104 in Castro Valley. Candidate nominations are **due Friday, May 2, 2014**. Please note that the incumbent, Ayn Wieskamp, has indicated that she plans to seek re-nomination.

Alameda LAFCo’s mission is to work for the citizens and government agencies of Alameda County by ensuring efficient municipal services, balancing infrastructure needs for sustainable growth, and conserving the environment and public resources such as prime agricultural and open space land. Being on LAFCo offers an opportunity for special districts to have a voice in governmental reorganization issues potentially affecting them, as well as the County overall. The independent special districts in Alameda County have had two regular seats and one alternate seat on Alameda LAFCo since July 1994.

The purpose of the ISDSC is to elect special district members to LAFCo. The ISDSC consists of the presiding officers of the legislative bodies of each independent special district in Alameda County. Pursuant to Government Code §56332 and the ISDSC rules, a district’s Board may appoint one of its members to attend the meeting if the presiding officer is unable to attend. For your information, enclosed are the ISDSC’s rules (Attachment 1) and Government Code Section 56332 (Attachment 2).

For this election each independent special district is entitled to nominate one Board Member. Because this is for the the non-enterprise regular member, nominees must be from the non-enterprise districts. The nominees must meet the eligibility requirements outlined in Section VI of the ISDSC’s rules. A nomination and voting delegate form is enclosed for your use (Attachment 3). Eligible nominees may circulate a statement of qualifications prior to or at the May 14th ISDSC meeting.

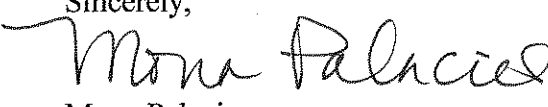
Per the ISDSC's rules, any district nominating a candidate must ratify that nomination by Board resolution. Furthermore, upon nomination, the nominating district must notify in writing all other districts of their candidate selection. No resolution is needed from a district that does not wish to nominate a candidate. Attached is a list of each district's contact information (Attachment 4).

Please note the following timeline:

Deadline	Action
Friday, May 2, 2014	Nominations due from each district. Please complete and return the attached form to Alameda LAFCo. <i>Please note that pursuant to Government Code §56332, "if only one candidate is nominated for a vacant seat, that candidate shall be deemed selected, with no further proceedings."</i>
Friday, May 2, 2014	Each district submits the name of the presiding officer or designee (must be an elected board member) who will be voting at the May 14 th meeting. Please complete and return the attached form to Alameda LAFCo.
Before Wednesday, May 14, 2014	All nominating agencies must ratify their district's nominee via Board resolution and send a notice of the nomination to the presiding officers of all the other districts (see attached contact information). Please submit a copy of the resolution to Alameda LAFCo.
Wednesday, May 14, 2014 10:00 am	Independent Special Districts Selection Committee meeting at Eden Township Healthcare District.

Please contact me should you have any questions at (510) 272-3894 or mona.palacios@acgov.org.

I look forward to working with you on this process.

Sincerely,

 Mona Palacios
 Executive Officer

Attachments:

1. ISDSC Rules
2. Government Code Section 56332
3. Nomination and Voting Delegate Form
4. Special District Contact Information

V:\LAF\Special District LAFCo Elections\May 2014, reg non-enterprise\term expiration notice to ISDSC.doc

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|--|---|
| c: Dr. Chindi Peavey, Alameda County Mosquito Abatement District | Tara Reyes, Fairview Fire Protection District |
| Walt Wadlow, Alameda County Water District | John Gouveia, Hayward Area Recreation & Park District |
| Katherine Boxer, Alameda County Resource Conservation District | Tim Barry, Livermore Area Recreation & Park District |
| Roland Williams, Castro Valley Sanitary District | Jason Warner, Oro Loma Sanitary District |
| Deborah Stebbins, City of Alameda Health Care District | Richard Currie, Union Sanitary District |
| Bert Michalczyk, Dublin San Ramon Services District | Nancy Farber, Washington Township Hospital District |
| Alex Coates, East Bay Municipal Utility District | Lou Andrade, Alameda County Special Districts Assn. |
| Bob Doyle, East Bay Regional Park District | Samira Hamid, Ala. County Special Districts Assn. |
| Dev Mahadevan, Eden Township Hospital District | |

**Alameda LAFCo
Special District Regular Non-enterprise Seat Election 2014**

Please complete the following information and
return by **Friday, May 2, 2014 to:**

Mona Palacios, Executive Officer
Alameda LAFCo
1221 Oak Street, #555
Oakland, CA 94612
Telephone: 510.272-3894
Fax: 510.272-3784

Name of presiding officer or designee who will attend and vote at the May 14, 2014 ISDSC election meeting at 10 am at the Eden Township Healthcare District located at 20400 Lake Chabot Road, Suite 104 in Castro Valley.

NAME: _____

DISTRICT: _____

NOMINATING DISTRICTS ONLY

You may nominate a maximum of one Board member for the LAFCo regular non-enterprise special district seat and the nomination must be ratified by a Board resolution prior to May 14, 2014.*

Candidate Name for Regular Non-enterprise Seat:

**** If your district is nominating a candidate, you must notify all 14 other independent district presiding officers by mail, fax or e-mail (see enclosed list of contact information).***



Finance Department
3300 Capitol Avenue, P.O. Box 5006, Fremont, CA 94537-5006
510 494-4610 *ph* | 510 494-4611 *fax* | www.fremont.gov

AGENDA ITEM 8a

February 5, 2013

Chindi Peavey
District Manager
Alameda County Mosquito Abatement District
23187 Connecticut Street
Hayward, CA 94545

RECEIVED

FEB 11 2014

ALAMEDA COUNTY
MOSQ. ABAT. DIST

Dear Ms. Peavey:

The Successor Agency of the former Fremont Redevelopment Agency (RDA) is nearing completion of the wind down of the affairs and payment of the obligations of the former RDA. To date, the Successor Agency has caused the return to the local governments receiving property taxes from the Fremont Redevelopment Project Area of nearly \$90 million of funds held by the RDA or that the RDA could have received under the previous law for ongoing redevelopment activities, placing the Successor Agency sixth statewide for the largest amount returned by a successor agency to taxing entities.

The Successor Agency has now prepared a long-range property management plan (LRPMP) for the disposition of the three parcels of real property that it inherited when the RDA was dissolved. The LRPMP calls for two, and possibly all three, of these parcels to be transferred to the City of Fremont for disposition to private developers to implement projects identified in the City's Redevelopment Plan. The LRPMP further provides for the net sale proceeds from the properties disposed of by the City to private developers to be distributed among the taxing entities, including your organization, in proportion to receipt of property taxes and in accordance with a compensation agreement with all of the taxing entities (Compensation Agreement). The LRPMP was approved by the California Department of Finance on December 13, 2013.

Enclosed is a proposed Compensation Agreement and accompanying summary report further explaining the LRPMP, the disposition of the Successor Agency's parcels, the Compensation Agreement, and the distribution of the sale proceeds to the taxing entities.

You are requested to execute the Compensation Agreement on behalf of the Alameda County Mosquito Abatement District. Timely approval and execution of the Compensation Agreement is appreciated and will maximize the potential for realizing the near-term sale of one of the properties owned by the Successor Agency, and the resulting distribution to the taxing entities of an additional \$6.7 million plus of disposition proceeds during 2014, as further explained in the accompanying summary report.

My staff is available to meet with your staff if you have any questions about the Compensation Agreement. Please contact Mary Bradley, Special Assistant, at (510) 494-4601 or MBradley@fremont.gov if you would like to meet in person or schedule a conference call.

Sincerely,

Fred Diaz
City Manager/Successor Agency Executive Director



FREMONT LONG-RANGE PROPERTY MANAGEMENT PLAN SUMMARY OF PROPOSED COMPENSATION AGREEMENT

The Fremont Successor Agency (Successor Agency) is the current owner of three properties (Properties) that transferred from the former Fremont Redevelopment Agency (RDA) upon the RDA's dissolution on February 1, 2012 pursuant to the Redevelopment Dissolution Statutes (ABx1 26 and AB 1484):

- An approximately 6.9 acre parcel located on Fremont Boulevard in the Centerville District that is designated for mixed-use retail and residential development (Centerville Unified Site);
- An approximately 3.14 acre parcel located on Niles Boulevard in the Niles District that is designated for mixed-use retail and commercial or residential development (Niles Parcel); and
- An approximately 0.11 acre right-of-way remnant parcel in the Centerville District that is slated for purchase and development as part of a larger parcel being assembled by the buyer of the adjacent private parcel (Remnant Parcel).

Through the Alameda County Auditor-Controller, the Successor Agency has now returned to the local governments receiving property taxes from the Fremont Redevelopment Project Area (Taxing Entities) nearly \$90 million of funds held by the RDA or that the RDA could have received under the previous law for ongoing redevelopment activities, placing the Successor Agency sixth statewide for the largest amount returned by a successor agency to taxing entities.

As a result, the Successor Agency has received a finding of completion from the California Department of Finance (DOF) with respect to these required payments. This milestone entitles the Successor Agency to prepare and implement a Long-Range Property Management Plan (LRPMP) to dispose of the Properties, including possible transfer of the Properties to the City of Fremont (City) for future disposition and use by the City and select private developers (Developers) to achieve redevelopment-related developments.

The Successor Agency's initial LRPMP was approved by its oversight board (Oversight Board) in May 2013.¹ The DOF directed that certain revisions should be made to the initial LRPMP. These revisions require that, as a condition of the Successor Agency's transfer of the Properties to the City, the City should first enter into a compensation agreement (Compensation Agreement) with the Taxing Entities, whereby proceeds from the City's sale of the Properties to Developers will be remitted by the City to County Auditor-Controller for distribution to the Taxing Entities in accordance with their proportional shares of base property tax revenues.

¹ The Oversight Board members are City representative David Bonacocorsi (Chair), City Councilmember Raj Salwan (Vice Chair), County Supervisor Scott Haggerty, AC Transit Board member Jeff Davis, Education Districts representative Bryan Gebhardt, Ohlone Community College District representative Ron Little, and City employee representative Randy Sabado.

In November 2013, the Oversight Board approved the revised version of the LRPMP containing the Compensation Agreement requirement specified by the DOF. The revised LRPMP was approved by the DOF on December 13, 2013.

In compliance with the revised LRPMP, the City and the Successor Agency have now prepared a proposed form of the Compensation Agreement for review and consideration of approval by the Taxing Entities. Pursuant to the Compensation Agreement:

- The Successor Agency will transfer the Centerville Unified Site, the Niles Parcel, and possibly the Remnant Parcel² to the City;
- The City will select Developers and negotiate disposition and development agreements with the Developers for the sale and subsequent redevelopment of the transferred Properties; and
- The City will promptly remit the purchase prices it receives from the Developers for the sale of the transferred Properties (net of specified disposition costs incurred by the City) to the County Auditor-Controller for distribution to the Taxing Entities in accordance with their proportional shares of base property tax revenues.

The Compensation Agreement also contains requirements for the City to: provide statements documenting the purchase price proceeds payable to the Taxing Entities; make available its relevant books and records; and permit an audit of its records by the County Auditor-Controller, on behalf of the Taxing Entities, regarding these payments.

Upon execution of the Compensation Agreement by the Taxing Entities, the Compensation Agreement will be submitted to the Oversight Board and the DOF for final approval.

If the Compensation Agreement is approved by all the Taxing Entities in early 2014, the City anticipates selling the Centerville Unified Site by the end of 2014, at the site's currently appraised highest and best use fair market value of \$6,795,000, with the resulting distribution of the net sale proceeds to the Taxing Entities. The City's hope is to obtain expeditious approval of the Compensation Agreement in order to minimize the likelihood that the real estate development environment will change dramatically enough to put the proposed sale of the Centerville Unified Site—and the associated distribution of proceeds—at risk.

Enclosed is a copy of the proposed Compensation Agreement. A representative of the City will contact you to discuss the Compensation Agreement and any questions you may have. If you have any questions in the meantime, please contact Mary Bradley, City Finance Department Special Assistant, at (510) 494-4601 or MBradley@fremont.gov.

² Under the LRPMP, the Remnant Parcel is currently slated for direct sale by the Successor Agency to the buyer of the adjacent private parcel at an appraised value of \$187,000. If this sale occurs as anticipated in early 2014, the sale proceeds will be remitted by the Successor Agency to the County Auditor-Controller for direct distribution to the affected taxing entities as called for in the Redevelopment Dissolution Statutes. Only if this direct sale by the Successor Agency to the private buyer is unsuccessful would the Remnant Parcel be transferred by the Successor Agency to the City for future redevelopment, in which case the terms of the Compensation Agreement would apply to the Remnant Parcel as well as the Centerville Unified Site and the Niles Parcel.

COMPENSATION AGREEMENT PURSUANT TO
HEALTH AND SAFETY CODE SECTION 34180(f) REGARDING
FREMONT SUCCESSOR AGENCY TRANSFER OF PROPERTIES
TO CITY OF FREMONT FOR FUTURE REDEVELOPMENT ACTIVITY

This Agreement, dated for reference purposes as of January 1, 2014, is entered into by and among the Successor Agency of the Redevelopment Agency of the City of Fremont, the City of Fremont, the County of Alameda, the Alameda-Contra Costa Transit District, the County of Alameda Flood Control and Water Conservation District, the County of Alameda Library District, the Alameda County Mosquito Abatement District, the Alameda County Resource Conservation District, the Alameda County Superintendent of Schools, the Alameda County Water District, the Bay Area Air Quality Management District, the San Francisco Bay Area Rapid Transit District, the East Bay Regional Park District, the Fremont-Newark Community College District, and the Fremont Unified School District, on the basis of the following facts, understandings, and intentions of the Parties:

RECITALS

A. These Recitals refer to and utilize certain capitalized terms which are defined in Section 1 of this Agreement. The Parties intend to refer to those definitions in connection with the use thereof in this Agreement.

B. Pursuant to the Redevelopment Dissolution Statutes, the Former RDA was dissolved as of February 1, 2012, and the Successor Agency became responsible for paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the Former RDA.

C. Accordingly, ownership of the Former RDA's Properties that had been acquired to implement the Redevelopment Plan transferred to the Successor Agency for disposition in accordance with the Redevelopment Dissolution Statutes.

D. The Successor Agency received a "Finding of Completion" from the DOF in March 2013 confirming that the Successor Agency had made specified required payments under the Redevelopment Dissolution Statutes, and entitling the Successor Agency to prepare and submit a Long-Range Property Management Plan (the "LRPMP", as further defined in Section 1) to the Oversight Board and the DOF for approval.

E. The Successor Agency initially prepared and obtained Oversight Board approval of its LRPMP in May 2013, calling for the Properties to be transferred by the Successor Agency to the City for future disposition by the City and development by selected Developers to implement projects identified in the Redevelopment Plan.

F. The DOF directed that, in order to obtain DOF approval, the initial LRPMP needed to be amended to provide for preparation and execution of a compensation agreement among the City and the Taxing Entities pursuant to Health and Safety Code Section 34180(f), providing for specified proceeds of the City's subsequent disposition of the Properties to be

distributed to the Taxing Entities in accordance with their proportional shares of the base property tax revenues.

G. To comply with this DOF directive, the Successor Agency revised the LRPMP through an amendment approved by the Oversight Board and submitted to the DOF in November 2013. The DOF approved the LRPMP by letter of December 13, 2013.

H. The Parties desire to enter into this Agreement to comply with this DOF directive and the terms of the revised LRPMP for the execution of an appropriate compensation agreement in accordance with Health and Safety Code Section 34180(f).

NOW, THEREFORE, the Parties agree as follows:

Section 1. Definitions. The following definitions shall apply in this Agreement:

(a) "Agreement" means this Compensation Agreement Pursuant To Health and Safety Code Section 34180(f) Regarding Fremont Successor Agency Transfer of Properties to City of Fremont For Future Redevelopment Activity, as may be amended from time to time.

(b) "Applicable Fiscal Year" means each Fiscal Year of the City in which the City receives Interim Municipal Use Annual Operating Proceeds from an Interim Municipal Use of one or more of the Properties, as more fully described in Section 7.

(c) "Applicable Shares" has the meaning given in Section 6(a).

(d) "Auditor-Controller" means the Alameda County Auditor-Controller.

(e) "City" means the City of Fremont.

(f) "DDA" means, with respect to each Property, the disposition and development agreement between the City and a Developer for that Property, as more fully described in Section A.6 of LRPMP Revised Part II.

(g) "Developer" means, with respect to each Property, the developer to which the City disposes of that Property pursuant to a DDA, as more fully described in Section A.6 of LRPMP Revised Part II.

(h) "Disposition Proceeds" means, with respect to each Property, the gross purchase price and other compensation, if any, actually received by the City from the Developer in consideration for the disposition of the Property pursuant to the DDA, less the sum of the City's actual costs for the following items (but only to the extent paid from City funds and not from funds provided by the Successor Agency, a Developer, or another separate entity), each to be documented in reasonable detail in the Disposition Proceeds Statement for the Property:

(1) the City's actual costs, not to exceed an average of One Thousand Dollars (\$1,000) per month, for normal maintenance, management and insurance of the applicable Property from the date the Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the Property is disposed of by the City to the Developer pursuant to the DDA; plus

(2) the City's actual costs of any capital improvements or repairs to maintain the Property in a safe and lawful condition incurred from the date the Property is transferred by the Successor Agency to the City pursuant to Section 4 to the date the Property is disposed of by the City to the Developer pursuant to the DDA;

(3) the City's actual costs of site preparation, including hazardous materials remediation and pollution legal liability insurance premiums, if any, required to be paid by the City under the DDA for the applicable Property to prepare the Property for disposition; plus

(4) the City's actual costs, not to exceed Fifty Thousand Dollars (\$50,000), to pay third party vendors for appraisal, legal, real estate consultant and marketing, title company, title insurance and other costs related to Developer selection, DDA preparation and approval, and closing costs for disposition of the Property; plus

(5) any broker's commissions payable by the City pursuant to the DDA for the Property.

(i) "Disposition Proceeds Receipt Date" means, with respect to each Property, the date on which the City receives the proceeds from the disposition of that Property to the Developer pursuant to the DDA.

(j) "Disposition Proceeds Statement" means, with respect to each Property, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 5(b).

(k) "DOF" means the California Department of Finance.

(l) "Effective Date" has the meaning given in Section 2.

(m) "ERAF" means the Educational Revenue Augmentation Fund maintained by the Auditor-Controller.

(n) "Fiscal Year" means the fiscal year of the City in effect from time to time. The current Fiscal Year period of the City commences on July 1 of each calendar year and ends on the following June 30.

(o) "Former RDA" means the Redevelopment Agency of the City of Fremont.

(p) "Interim Municipal Use" means an interim use by the City of a Property as authorized by Section E of LRPMP Revised Part II, such as for pocket parks, landscape features, bus shelters, parking lots available for community events, and others similar uses.

(q) "Interim Municipal Use Annual Operating Proceeds" means, for each Applicable Fiscal Year, the gross revenue actually received by the City from Interim Municipal Use of the Properties, as documented in reasonable detail in the Operating Proceeds Statement for the Applicable Fiscal Year.

(r) "LRPMP" means the Long-Range Property Management Plan of the Successor Agency as it exists from time to time. As of January 1, 2014, the LRPMP consists of the initial Long-Range Property Management Plan dated May 2013 as approved by the Successor Agency on May 14, 2013 and the Oversight Board on May 15, 2013 (the "Initial LRPMP"), but excluding Part II of the Initial LRPMP and instead including the LRPMP Revised Part II. The DOF approved the LRPMP by letter of December 13, 2013.

(s) "LRPMP Revised Part II" means Part II of the LRPMP incorporated in the Amendment To Fremont Successor Agency Long-Range Property Management Plan dated November 2013 as approved by the Successor Agency on November 5, 2013 and the Oversight Board on November 4, 2013, and as may be further amended from time to time.

(t) "Operating Proceeds Statement" means, with respect to each Applicable Fiscal Year, the statement prepared by the City and delivered to the Taxing Entities in accordance with Section 7(c).

(u) "Oversight Board" means the Successor Agency's oversight board established and acting in accordance with the Redevelopment Dissolution Statutes.

(v) "Parties" means all of the parties to this Agreement as set forth in the opening paragraph of this Agreement. "Party" means one of the Parties individually.

(w) "Properties" mean collectively, the following three parcels of real property that are owned by the Successor Agency and that are subject to the terms of the LRPMP and this Agreement, each as more fully described in the LRPMP:

(1) "Property 1": an approximately 0.107-acre property located at 37605 Fremont Boulevard within the Centerville area of the Project Area (provided, however, that Property 1 shall no longer be subject to this Agreement under the circumstances described in Section 6(c));

(2) "Property 2": an approximately 3.14-acre property located at Niles Boulevard, generally easterly of I Street and behind 37682, 37804 and 37822 Niles Boulevard in the Niles area of the Project Area; and

(3) "Property 3": an approximately 6.90-acre property located at 37070, 37120, 37156, 37196, 37218, 37222 Fremont Boulevard within the Centerville area of the Project Area.

Each of the above Properties is referred to individually as a "Property".

(x) "Redevelopment Dissolution Statutes" means collectively ABx1 26 enacted in June 2011, and AB 1484 enacted in June 2012.

(y) "Redevelopment Plan" means the Consolidated Amended and Restated Redevelopment Plan for the Fremont Merged Redevelopment Project adopted by the City Council of the City by Ordinance No. 5-2010 on March 16, 2010.

(z) "Successor Agency" means the Successor Agency of the Redevelopment Agency of the City of Fremont".

(aa) "Taxing Entities" means, collectively, the following entities that comprise affected taxing entities for purposes of the Redevelopment Dissolution Statutes: the County of Alameda, the Alameda-Contra Costa Transit District, the County of Alameda Flood Control and Water Conservation District, the County of Alameda Library District, the Alameda County Mosquito Abatement District, the Alameda County Resource Conservation District, the Alameda County Superintendent of Schools, the Alameda County Water District, the Bay Area Air Quality Management District, the San Francisco Bay Area Rapid Transit District, the City of Fremont, the East Bay Regional Park District, the Fremont-Newark Community College District, and the Fremont Unified School District. "Taxing Entities" shall also mean and include ERAF if and to the extent the Auditor-Controller determines that ERAF is entitled to a distribution of compensation pursuant to Section 6 and the provisions of Health and Safety Code Section 34188.

Section 2. Effectiveness of Agreement. This Agreement shall become effective only upon satisfaction of the following conditions:

(a) Approval of this Agreement by the Oversight Board and direction by the Oversight Board for the Successor Agency to execute and implement this Agreement pursuant to Health and Safety Code Section 34180(f) (the "Oversight Board Action"); and

(b) Notification to the DOF of the Oversight Board Action and effectiveness of the Oversight Board Action in accordance with the provisions of Health and Safety Code Section 34179(h).

Promptly following the effectiveness of this Agreement, the City and the Successor Agency shall transmit notice to all the other Parties that the Agreement is effective and specifying the date the Agreement became effective (the "Effective Date").

Section 3. Signatories With Respect To Certain Funds.

(a) Flood Control District Funds. The County of Alameda Flood Control and Water Conservation District (the "Flood Control District") administers the following special funds, and, in addition to entering into this Agreement for the Flood Control District itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

Flood Control District;

Flood Control Zone 5; and

Flood Control Zone 6.

(b) County Superintendent Funds. The Alameda County Superintendent of Schools (the "Superintendent") administers the following special funds, and, in addition to entering into this Agreement for the Superintendent itself, is authorized to, and has entered into and executed this Agreement on behalf of the following:

CO. SUPT. INST PUPILS;

CO. SUPT. JUV HALL ED;
CO. SUPT. SERVICE;
CO. SUPT. CAPITAL;
CO. SUPT. DEV. CENTER; and
CO. SUPT. AUDIO VIS. CAP.

(c) ERAF. ERAF may be entitled to a distribution pursuant to Section 6 of a portion of the Disposition Proceeds from the disposition of each Property. Pursuant to instruction and direction from the DOF and the Auditor-Controller, there is no need for a separate signatory to execute this Agreement on behalf of ERAF because the ultimate beneficiaries of any distribution of Disposition Proceeds to ERAF are themselves Taxing Entities that are signatories to this Agreement.

Section 4. Conveyance of Properties To City. Promptly following the Effective Date, and in consideration for the distributions to the Taxing Entities by the City through the Auditor-Controller set forth in Section 6, the Successor Agency shall convey, and the City shall accept, all of the interest in and to the Properties (subject to the special provisions regarding the conveyance of Property 1, as set forth in Section 6(c)). The Successor Agency shall convey the Properties by grant deed in form reasonably acceptable to the Successor Agency and the City.

Section 5. Disposition of Properties By City. Within a time frame determined by the City to yield a financially feasible and marketable development and in accordance with the procedures and requirements set forth in Section A.6 of LRPMP Revised Part II, the City shall use diligent good faith efforts to select a Developer for each Property, negotiate and obtain approval and execution of the DDA for each Property, and dispose of each Property to the Developer in accordance with the applicable DDA in order to obtain the Disposition Proceeds for distribution through the Auditor-Controller to the Taxing Entities pursuant to Section 6 and to enable development of each Property in accordance with the Redevelopment Plan. As specified in the above cited element of LRPMP Revised Part II and as required by Government Code Section 52201, the purchase price payable to the City for each Property under the applicable DDA shall be an amount that is determined to be not less than the Property's fair market value at highest and best use, or the Property's fair reuse value at the use and with the covenants and conditions and development costs authorized by the applicable DDA.

With respect to Property 3, the City entered into a DDA with BHV CenterStreet Properties, LLC dated December 10, 2013, providing for the City to sell Property 3 for a purchase price of \$6,795,000, which equals Property 3's highest and best use fair market value as determined by an appraisal conducted by an MAI appraiser, as further described in the LRPMP. Sale of Property 3 pursuant to the Property 3 DDA is conditioned on approval and execution of this Agreement and other specified actions.

With respect to Property 1 (if applicable) and Property 2, by not later than the date of first published notice of the City Council public hearing for the applicable DDA (the "DDA Public Hearing Notice"), the City shall provide each Taxing Entity with a copy of the DDA Public Hearing Notice (including the date, time and location of the public hearing and the

location at which the proposed DDA may be inspected and copied), and a statement setting forth the proposed purchase price to be paid to the City under the proposed DDA.

Upon the execution of the DDA for each Property, the City shall transmit a copy of the executed DDA to the other Parties.

Section 6. Compensation To Taxing Entities Related To Disposition Proceeds.

(a) Distribution of Disposition Proceeds. Within fifteen (15) days after the Disposition Proceeds Receipt Date with respect to each Property, the City shall remit the Disposition Proceeds for that Property to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their shares of the base property tax (the "Applicable Shares"), as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 6 had the distribution been made on January 1, 2014, as provided by the Auditor-Controller.

(b) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Disposition Proceeds (the "Disposition Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Disposition Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of Disposition Proceeds.

(c) Special Provision Regarding Property 1. LRPMP Revised Part II indicates that the first priority plan for disposition of Property 1 is through a sale by the Successor Agency pursuant to Health and Safety Code Section 34191.5(c)(2)(B) ("Plan One"); and only if the Successor Agency determines that Plan One cannot be timely accomplished will the Successor Agency transfer Property 1 to the City for future redevelopment in accordance with Section 2 of this Agreement. If the Successor Agency does sell Property 1 pursuant to Plan One, then the proceeds of that sale will be distributed to the Taxing Entities directly pursuant to Health and Safety Code Section 34191.5(c)(2)(B); this Agreement shall not apply to Property 1; as used in this Agreement, the term "Properties" shall thereafter refer only to Property 2 and Property 3; and the Successor Agency and the City shall promptly notify the Taxing Entities of this outcome and effect.

Section 7. Compensation To Taxing Entities Related To Interim Municipal Use Annual Operating Proceeds.

(a) Applicability. The provisions of this Section 7 shall apply for each Fiscal Year in which one or more of the Properties is used for an Interim Municipal Use and generates Interim Municipal Use Annual Operating Proceeds to the City (each, an "Applicable Fiscal Year"). Nothing in this Agreement shall obligate the City to charge any fees or other amounts or to collect any revenues with respect to an Interim Municipal Use of any of the Properties.

(b) Distribution of Interim Municipal Use Annual Operating Proceeds. Within ninety (90) days after the end of each Applicable Fiscal Year, the City shall remit the Interim Municipal Use Annual Operating Proceeds for that Applicable Fiscal Year to the Auditor-Controller for subsequent distribution by the Auditor-Controller among the Taxing Entities in proportion to their Applicable Shares, as determined by the Auditor-Controller pursuant to Health and Safety Code Section 34188. The attached Exhibit B shows, for illustrative purposes only, the Applicable Shares of the Taxing Entities that would have applied to a distribution under this Section 7 had the distribution been made on January 1, 2014, as provided by the Auditor-Controller.

(c) Accounting Requirements. At the time of each distribution pursuant to subsection (a), the City shall provide to the Taxing Entities and the Auditor-Controller a statement prepared in accordance with sound accounting practice that provides the City's calculation of the Interim Municipal Use Annual Operating Proceeds (the "Operating Proceeds Statement"). The City shall keep complete, accurate and appropriate books and records of its calculation of the Interim Municipal Use Annual Operating Proceeds with respect to each distribution. The Auditor-Controller shall have the right, on behalf of the Taxing Entities and upon reasonable written notice to City, to audit and examine such books, records and documents and other relevant items in the possession of City, but only to the extent necessary for a proper determination of the Interim Municipal Use Annual Operating Proceeds.

Section 8. Term of Agreement; Early Termination.

(a) Term. The term of this Agreement shall commence on the Effective Date and, unless sooner terminated as otherwise provided in this Agreement, shall expire upon the distribution by the City of all amounts owed to the Taxing Entities under this Agreement.

(b) Early Termination. Notwithstanding any other provision of this Agreement or the LRPMP, a Party may terminate this Agreement upon written notice to the other Parties if a court order, legislation, or DOF policy reverses the DOF's directive regarding the need for this Agreement and the payment of compensation by the City pursuant to Health and Safety Code Section 34180(f) (an "Early Termination"). An Early Termination shall become effective five (5) days after the terminating Party delivers the required notice to the other Parties in accordance with Section 9(a). Upon effectiveness of an Early Termination, no Party shall have any further rights or obligations under this Agreement, and the City may retain the Disposition Proceeds from the disposition of any Property for which the City has not yet received the Disposition Proceeds as of the effective date of the Early Termination, and may retain any Interim Municipal Use Annual Operating Proceeds for which the City was not required to make the distribution to the Taxing Entities as of the effective date of the Early Termination; provided, however, that the City shall have no right to recover any Disposition Proceeds or any Interim Municipal Use Annual Operating Proceeds from any Taxing Entity that were distributed by the City prior to the effective date of the Early Termination.

Section 9. Miscellaneous Provisions.

(a) Notices. All notices, statements, or other communications made pursuant to this Agreement to another Party or Parties shall be in writing, and shall be sufficiently given and served upon the Party if sent by (1) United States certified mail, return receipt requested,

postage prepaid, or (2) nationally recognized overnight courier, with charges prepaid or charged to sender's account, and addressed to the applicable Party in the manner specified in the attached Exhibit A. Any Party may change its address for notice purposes by written notice to the other Parties prepared and delivered in accordance with the provisions of this Section 9(a).

(b) No Third Party Beneficiaries. No person or entity other than the Parties and their permitted successors and assigns, shall have any right of action under this Agreement.

(c) Litigation Regarding Agreement. In the event litigation is initiated attacking the validity of this Agreement, each Party shall in good faith defend and seek to uphold the Agreement; provided, however, that the costs of such litigation shall be borne solely by the City and/or the Successor Agency.

(d) State Law; Venue. This Agreement, and the rights and obligations of the Parties hereto, shall be construed and enforced in accordance with the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and heard in the Superior Court of Alameda County, California or in the Federal District Court for the Northern District of California.

(e) Attorneys' Fees. In any action which a Party brings to enforce its rights hereunder, the unsuccessful Party or Parties shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees.

(f) Entire Agreement; Amendment. This Agreement constitutes the entire and integrated agreement of the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only in writing and only if signed by all of the Parties and approved by the Oversight Board and the DOF, except as otherwise provided below. If, at the time of a proposed amendment of this Agreement, the Successor Agency and the Oversight Board have been terminated in accordance with the applicable provisions of the Redevelopment Dissolution Statutes, then the proposed amendment shall not require execution by the terminated Successor Agency or approval by the terminated Oversight Board. In that event, to obtain the approval of the DOF for such proposed amendment, the City shall transmit the proposed amendment to the DOF on behalf of the remaining Parties and seek the timely approval by the DOF for such amendment.

(g) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto having additional signature pages executed by the other Parties. Any executed counterpart of this Agreement may be delivered to the other Parties by facsimile and shall be deemed as binding as if an originally signed counterpart was delivered.

(h) Non-Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement will be effective unless it is in writing and signed by the waiving Parties.

(i) No Partnership. Nothing contained in this Agreement shall be construed to constitute any Party as a partner, employee, joint venturer, or agent of any other Party.

(j) Ambiguities. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party does not apply in interpreting this Agreement.

(k) Exhibits. The following exhibits are incorporated in this Agreement by reference:

Exhibit A: List of Addresses For Notice Purposes

Exhibit B: Illustrative Taxing Entities Applicable Shares of Property Taxes

(l) Severability. If any term, provision, or condition of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement is defeated by such invalidity or unenforceability.

(m) Action or Approval. Whenever action and/or approval by the City is required under this Agreement, the City Manager or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the City Manager determines in his or her discretion that such action or approval requires referral to the City Council for consideration. Whenever action and/or approval by the Successor Agency is required under this Agreement, the Executive Director or his or her designee may act on and/or approve such matter unless specifically provided otherwise, or unless the Executive Director determines in his or her discretion that such action or approval requires referral to the Successor Agency Board for consideration.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth in the opening paragraph of this Agreement.

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

SUCCESSOR AGENCY OF THE
REDEVELOPMENT AGENCY OF THE
CITY OF FREMONT

By: _____

Print Name: _____

Title: _____

CITY OF FREMONT

By: _____

Print Name: _____

Title: _____

COUNTY OF ALAMEDA

By: _____

Print Name: _____

Title: _____

COUNTY OF ALAMEDA LIBRARY
DISTRICT

By: _____

Print Name: _____

Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

COUNTY OF ALAMEDA FLOOD
CONTROL AND WATER CONSERVATION
DISTRICT

By: _____

Print Name: _____

Title: _____

ALAMEDA-CONTRA COSTA TRANSIT
DISTRICT

By: _____

Print Name: _____

Title: _____

ALAMEDA COUNTY MOSQUITO
ABATEMENT DISTRICT

By: _____

Print Name: _____

Title: _____

ALAMEDA COUNTY RESOURCE
CONSERVATION DISTRICT

By: _____

Print Name: _____

Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

ALAMEDA COUNTY SUPERINTENDENT
OF SCHOOLS

By: _____

Print Name: _____

Title: _____

ALAMEDA COUNTY WATER DISTRICT

By: _____

Print Name: _____

Title: _____

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

By: _____

Print Name: _____

Title: _____

SAN FRANCISCO BAY AREA RAPID
TRANSIT DISTRICT

By: _____

Print Name: _____

Title: _____

EAST BAY REGIONAL PARK DISTRICT

By: _____

Print Name: _____

Title: _____

For Attestation and/or Approval
as to Form (Optional)

For Execution
(Required)

FREMONT-NEWARK COMMUNITY
COLLEGE DISTRICT

By: _____

Print Name: _____

Title: _____

FREMONT UNIFIED SCHOOL DISTRICT

By: _____

Print Name: _____

Title: _____

EXHIBIT A

LIST OF ADDRESSES FOR NOTICE PURPOSES

Successor Agency of the Redevelopment
Agency of the City of Fremont
3300 Capitol Avenue
P.O. Box 5006
Fremont, CA 94538-5006
Attn: Executive Director

City of Fremont
3300 Capitol Avenue
P.O. Box 5006
Fremont, CA 94537-5006
Attn: City Manager

County of Alameda
Board of Supervisors
1221 Oak Street, Room 555
Oakland, CA 94612
Attn: County Administrator

Alameda-Contra Costa Transit District
1600 Franklin Street
Oakland, CA 94612

County of Alameda Flood Control and
Water Conservation District
399 Elmhurst Street
Hayward, CA 94544

County of Alameda Library District
2450 Stevenson Blvd.
Fremont, CA 94538

Alameda County Mosquito Abatement District
23187 Connecticut Street
Hayward, CA 94545

Alameda County Resource
Conservation District
3585 Greenville Road, Suite 2
Livermore, CA 94550

Alameda County Superintendent of Schools
313 West Winton Avenue
Hayward, CA 94544

Alameda County Water District
43885 South Grimmer Blvd.
Fremont, CA 94538

Bay Area Air Quality Management District
939 Ellis Street, 7th Floor
San Francisco, CA 94109

San Francisco Bay Area Rapid Transit
District
300 Lakeside Drive, 23rd Floor
Oakland, CA 94612

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605

Fremont-Newark Community
College District
43600 Mission Blvd.
P. O. Box 3909
Fremont, CA 94539

Fremont Unified School District
4210 Technology Drive
P. O. Box 5008
Fremont, CA 94537

EXHIBIT B

ILLUSTRATIVE TAXING ENTITIES
APPLICABLE SHARES OF PROPERTY TAXES

<u>Taxing Entity/Fund</u>	<u>Property Tax Share</u>
AC Transit District	3.5647835%
County of Alameda	25.6641415%
County of Alameda Flood Control District	2.7137826% ¹
County of Alameda Library District	3.1940410%
Alameda County Mosquito Abatement District	0.1148595%
Alameda County Resource Conservation District	0.0209669%
Alameda County Superintendent of Schools	0.5629831% ²
Alameda County Water District	1.0868679%
Bay Area Air Quality Management District	0.2358269%
Bay Area Rapid Transit District	0.6925466%
East Bay Regional Park District	3.3116238%
City of Fremont	16.1248016%
Fremont-Newark Community College District	3.6296226%
Fremont Unified School District	19.0086238%
ERAF	20.0745286%
TOTAL	100.00%

¹ This amount represents the aggregate percentage amount of the following separate funds under the jurisdiction of the Alameda County Flood Control and Water Conservation District: Flood Control @ 0.1647852%; Flood Control Zone 5 @ 0.2011549%; and Flood Control Zone 6 @ 2.3478425%.

² This amount represents the aggregate percentage amount of the following separate funds under the jurisdiction of the Alameda County Superintendent of Schools: Co. Supt. Inst. Pupils @ 0.1868210%; Co. Supt. Juv. Hall Ed. @ 0.0386645% ; Co. Supt. Service @ 0.1161239%; Co. Supt. Capital @0.0894716%; Co. Supt. Dev. Center @ 0.1086203%; and Co. Supt. Audio Vis. Cap. @ 0.0232818%.

Alameda County Mosquito Abatement District

BOARD OF TRUSTEES

Jim Prola, President
Barbara Halliday, Vice-President
Ryan Clausnitzer, Secretary
Elizabeth Anders
Dennis Bray
James N. Doggett
Jim Golden
Richard Guarienti
Denny McLeod
Ronald E. Quinn
William M. Spinola
Jan Washburn
George Young

Chindi Peavey Ph.D
District Manager
cpeavey@mosquitoes.org

Committee Assignments for 2013-14

Finance/Capital Planning Committee

Purpose: To consider the District's long term capital needs and make recommendations for designating reserves for the District's future capital replacement.

Membership: Trustees McLeod, Golden, Clausnitzer, Young, Washburn, and Quinn

Status: District Manager Chindi Peavey will send out a copy of the CSDA Guidelines for Financial reserves and examples of reserve policies. This committee will meet immediately before the September Board meeting on September 11, to discuss designating existing reserves for specific purposes and writing a reserve policy.

Policy Committee

Purpose: To evaluate the District's Internal Control Policies and oversee the preparation of an Internal Control Manual. Other policies will be reviewed as needed.

Membership: Trustees McLeod, Doggett, Guarienti, and Clausnitzer are members.

Status: District Manager Chindi Peavey will send out a copy of the policies currently in place. This committee will meet before the October Board meeting on October 9.

Energy and Environmental Conservation Committee

Purpose: To evaluate potential energy and environmental conservation measures currently in use, and suggest further measures including the use of Solar Panels.

Members: Trustees Halliday, Doggett, Anders, Quinn and Spinola.

Status: District Manager Chindi Peavey is collecting information on District energy use and the cost of solar panels. When complete information is available a committee meeting will be scheduled. This committee will meet before the November Board meeting on November 13.

**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
LIST OF WARRANTS DATED FEBRUARY 15, 2014**

AGENDA ITEM 10

WAR NO	PAYEE		ACCT NO	AMT OF CHARGE	AMT OF WARRANT
039614	Vector Biologist	Total salary less deduction for payroll	1011	2,445.23	
039614	Vector Biologist	February 1 to February 15, 2014.	1011	2,589.75	
039614	Vector Biologist	"	1011	1,954.81	
039614	Vector Biologist	"	1011	2,665.98	
039614	Mosquito Control Technician	"	1011	2,005.20	
039614	Environmental Specialist	"	1011	2,442.79	
039614	Field Operations Supervisor	"	1011	2,811.20	
039614	Biological Specialist	"	1011	2,639.62	
039614	Entomologist	"	1011	3,150.37	
039614	Financial manager	"	1011	2,323.08	
039614	Vector Biologist	"	1011	2,404.98	
039614	Systems Specialist	"	1011	2,542.70	
039614	District manager	"	1011	3,323.69	
039614	Equipment Specialist	"	1011	2,714.98	
039614	IRS	Federal tax withheld (payroll)	1011	6,552.25	
		Medicare Tax Withheld (payroll)	1011	732.58	
		District Contribution to Medicare (payroll)	1311	732.63	
039614	State of California	State Tax withheld (payroll)	1011	2,140.97	46,172.81
039714	Public Employees' Retirement System	Employee Contributions	1011	14.00	
		Employee Paid Member Contributions	1011	3,804.10	
		Employer Contribution 11.604%	1211	6,306.07	10,124.17
039814	Aetna Life & Annuity	Employee Contributions	1011		150.00
039914	CALPERS 457 Plan	Employee Contributions - PERS 457	1011		4,193.00
040014	Delta Dental Plan	Monthly Premium	1411		4,610.48
040114	Vision Service Plan	Health premium	1411		828.36
040214	Bayside	Janitorial services, February 2014	3051		300.00
040314	Cintas	Laundry service	3071	244.01	
		Personal supplies	3031	0.00	244.01
040414	Corporate Park Landscaping	Landscape maintenance	3211		465.00
040514	Campbell, Neil	Reimbursement for phone charger	3391		21.79
040614	Cardno Entrix	MVCAC programmatic EIR	3411		742.07

**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
LIST OF WARRANTS DATED FEBRUARY 15, 2014**

WAR NO	PAYEE		ACCT NO	AMT OF CHARGE	AMT OF WARRANT
040714	Hayward Water	Utilities	3271		804.49
040814	Hayward Zucchini	Booth	3392		150.00
040914	KBA Docusys	Canon copier rental	3111		485.29
041014	Light House	Rocker switch, bulbs	3231		34.14
041114	NBC	Gloves	3031		97.99
041214	PFM Asset Mgt	Investment advisory services	3411		1,303.50
041314	Waste Management	Garbage service for January	3271		116.61
041414	Richard Finn	Reimbursement of light trap utility	3391		30.00
041514	Peter Peterson	Reimbursement of light trap utility	3391		30.00
041614	Douglas Safreno	Reimbursement of light trap utility	3391		30.00
041714	Jean Ahlefeldt	Reimbursement of light trap utility	3391		30.00
041814	Lance Yung	Reimbursement of light trap utility	3391		30.00
041914	Rocky Mountain	Bed Bath - plates	3051	17.44	
		Stylus - book	3111	280.00	
		Walgreen - card	3111	6.53	
		CBI - software	3111	29.95	
		Office Depot - calendar	3111	25.06	
		Canon - copier rental	3111	347.62	
		ESRI - ArcGIS maintenance	3111	836.00	
		Sigma - chemical for lab	3131	86.06	
		Gorilla - flat plate	3211	10.31	
		BAVCO - insulated cover	3211	59.00	
		Office Depot - wall clock	3211	25.06	
		Summit - brake pad V 36	3231	68.47	
		VIC - disc brake pad	3231	12.11	
		TelePacific - communication expenses	3291	786.04	
		DigitalMap - Landvision subscription	3331	562.50	
		AMCA - conference registration, CP	3351	320.00	
		Alaska Air - air ticket, AMCA, Seattle, CP	3351	148.00	
		Amazon - book	3391	32.50	
		Big 5 - calibration	3391	13.06	

**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
LIST OF WARRANTS DATED FEBRUARY 15, 2014**

WAR NO	PAYEE	ACCT NO	AMT OF CHARGE	AMT OF WARRANT
	Home Depot - calibration	3391	104.69	
	Cal Chamber - worker compensation bookl	3391	79.26	
	System Accessories - spray wand	3391	180.12	
	CTC - subscription	3392	20.00	
	Subtotal			4,049.78
TOTAL WARRANTS				75,043.49

**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
LIST OF WARRANTS DATED FEBRUARY 28, 2014**

WAR NO	PAYEE		ACCT NO	AMT OF CHARGE	AMT OF WARRANT
042014	Vector Biologist	Total salary less deductions for payroll period	1011	2,564.05	
042014	Vector Biologist	"	1011	2,708.57	
042014	Vector Biologist	"	1011	1,954.80	
042014	Vector Biologist	"	1011	2,665.97	
042014	Mosquito Control Technician	"	1011	2,005.21	
042014	Environmental Specialist	"	1011	2,561.62	
042014	Field Operations Supervisor	"	1011	2,811.20	
042014	Biological Specialist	"	1011	2,758.44	
042014	Entomologist	"	1011	3,269.19	
042014	Financial manager	"	1011	2,397.34	
042014	Vector Biologist	"	1011	2,404.99	
042014	Systems Specialist	"	1011	2,542.71	
042014	District manager	"	1011	3,323.68	
042014	Equipment Specialist	"	1011	2,675.56	
042014	IRS	Federal Tax Withheld	1011	6,530.50	
		Medicare Tax Withheld	1011	732.64	
		District Contribution to Medicare	1311	732.63	
042014	State of California	State Tax Withheld	1011	2,131.40	46,770.50
042114	Public Employees' Retirement System	Employees contributions	1011	14.00	
		Employee paid member contributions	1011	3,804.10	
		District contribution 11.604%	1211	6,306.07	10,124.17
042214	Aetna Life & Annuity	Employee contributions	1011		150.00
042314	Calpers 457 Plan	Employees contributions - PERS 457	1011		4,338.00
042414	Calpers	Health insurance	1411		26,139.20
042514	Jefferson Pilot Financial	Life insurance premium	1411		81.90
	Elizabeth Anders	Trustee in lieu expenses - 1006th meeting	3351		-
042614A	Dennis Bray	In lieu expenses - sign warrants dated 02-28-14	3351		100.00
042614	Ryan Clausnitzer	Trustee in lieu expenses - 1006th meeting	3351		100.00
042714	James Doggett	Trustee in lieu expenses - 1006th meeting	3351		100.00
	James Golden	Trustee in lieu expenses - 1006th meeting	3351		-
042814	Richard Guarienti	Trustee in lieu expenses - 1006th meeting	3351		100.00

**ALAMEDA COUNTY MOSQUITO ABATEMENT DISTRICT
LIST OF WARRANTS DATED FEBRUARY 28, 2014**

WAR NO	PAYEE		ACCT NO	AMT OF CHARGE	AMT OF WARRANT
042914	Barbara Halliday	Trustee in lieu expenses - 1006th meeting	3351		100.00
	Denny McLeod	Trustee in lieu expenses - 1006th meeting	3351		-
043014	Katherine Narum	Trustee in lieu expenses - 1006th meeting	3351		100.00
043114	Jim Prola	Trustee in lieu expenses - 1006th meeting	3351		100.00
043214	Ronald Quinn	Trustee in lieu expenses - 1006th meeting	3351		100.00
	William Spinola	Trustee in lieu expenses - 1006th meeting	3351		-
	Jan Washburn	Trustee in lieu expenses - 1006th meeting	3351		-
043314	George Young	Trustee in lieu expenses - 1006th meeting	3351		100.00
043414	AT&T	Yellow pages listing	3392		57.00
043514	Bayside	Wax floor	3211		300.00
043614	Cintas Corp	Personal Supply	3031	4.58	
		Laundry Service	3071	197.42	202.00
043714	Dapper Tire	Tire for V 50	3231		719.51
043814	Kimball Midwest	Service plug	3171	17.98	
		Cable, ATO HOL	3231	144.21	
		Clear visor	3391	21.30	183.49
043914	Kirkpatrick, Bruce	Reimbursement of drinks	3351		11.13
044014	Macke	Rental 03-01-14 to 04-30-14	3551		65.00
044114	PG & E	Utilities	3271		1,232.93
044214	Public Health F E	Chicken testing	3391		2,116.80
044314	Peavey, Chindi	Reimbursement, BCDC permit	3391		25.00
044414	Quill	Toner	3111		167.84
044514	R J Ricciardi	Audit fee, progress billing	3411		4,805.00
044614	Sonitrol	Monitoring fee	3551		514.00
044714	Techniclean	Towel	3051		91.19
044814	Verizon	Communication expenses	3291		231.20
044914	Wright Express	Fuel expenses, statement ended 02-15-14	3351		2,274.97
045014	Mar Len Supply	Outfitting	3391		2,544.68
Total Warrants					104,045.51

Account Balances as of February 28, 2014
Budget Year 2013-14

AGENDA ITEM 11a

Month 8 of 12 = 67% of Fiscal Year

	ACCOUNT	DESCRIPTION	EXPENDED IN FEBRUARY	EXPENDED TO DATE	BUDGETED	BALANCE REMAINING	% EXPENDED
SALARIES & BENEFITS	1011	Salary and Wages	107,945.25	889,544.75	1,557,129.00	667,584.25	57%
	1311	District Contribution to Retirement	12,612.14	100,476.04	169,085.00	68,608.96	59%
	1411	District Contribution to Medicare	1,465.26	12,054.44	22,578.00	10,523.56	53%
	1211	District Contribution to Health Care	31,659.94	254,762.67	431,448.00	176,685.33	59%
		TOTAL	153,682.59	1,256,837.90	2,180,240.00	923,402.10	58%
SERVICES & SUPPLIES	3031	Clothing and Personal Supplies	102.57	2,402.49	8,492.00	6,089.51	28%
	3051	Household Expenses	408.63	3,070.24	5,375.00	2,304.76	57%
	3071	Laundry Service and Supplies	441.43	3,833.43	8,100.00	4,266.57	47%
	3111	Office Expenses	2,178.29	11,475.89	28,598.20	17,122.31	40%
	3131	Laboratory Supplies	86.06	9,038.83	22,960.00	13,921.17	39%
	3171	Small Tools and Instruments	17.98	840.63	2,400.00	1,559.37	35%
	3211	Maintenance - Structures & Improveme	859.37	6,049.87	17,503.00	11,453.13	35%
	3231	Maintenance Equipment	978.44	6,516.86	41,284.00	34,767.14	16%
	3271	Utilities	2,154.03	12,557.41	18,160.00	5,602.59	69%
	3291	Communications	1,017.24	7,772.89	15,125.00	7,352.11	51%
	3331	Memberships, Dues, Subscriptions	562.50	15,852.00	25,843.84	9,991.84	61%
	3351	Transportation and Travel	3,654.10	45,066.87	96,550.00	51,483.13	47%
	3391	District Special Expenses	5,289.20	45,646.16	281,173.00	235,526.84	16%
	3392	Community Education	227.00	4,196.34	33,470.00	29,273.66	13%
	3411	Professional & Specialized Services	6,850.57	47,192.23	246,470.00	199,277.77	19%
	3471	Insurance - Collision, Liability etc	0.00	37,538.00	37,538.00	0.00	100%
	3491	Workers Compensation Insurance	0.00	48,381.00	48,381.00	0.00	100%
	3531	Insurance Fund - SIRS	0.00	0.00	25,000.00	25,000.00	0%
	3551	Rents, Leases - Equipment	579.00	4,404.00	8,350.00	3,946.00	53%
		TOTAL	25,406.41	311,835.14	970,773.04	658,937.90	32%
CAPITAL	5111	Structures and Improvements	0.00	0.00	70,000.00	70,000.00	0%
	5311	Equipment	0.00	101,902.67	134,000.00	32,097.33	76%
		TOTAL	0.00	101,902.67	204,000.00	102,097.33	50%
		<i>Annual Operating Expenditures</i>	179,089.00	1,670,575.71	3,355,013.04	1,684,437.33	50%
OTHER		Reserve for Contingencies	0.00	0.00	25,000.00	25,000.00	0%
		Post Employment Benefit Account	0.00	0.00	800,000.00	800,000.00	0%
		TOTAL	0.00	0.00	825,000.00	825,000.00	0%
	GRAND TOTAL	179,089.00	1,670,575.71	4,180,013.04	2,509,437.33	40%	

Does not include 12/13 expenses paid in 13/14

STATEMENT OF EXPENDITURES - FEBRUARY 28, 2014
Budget Year 13-14

	EXPENDITURES	TO-DATE	BUDGETED	BALANCE
Salary & Wages	153,682.59	1,256,837.90	2,180,240.00	923,402.10
Service and Supplies	25,406.41	311,835.14	970,773.04	658,937.90
Capital Expenditures	0.00	101,902.67	204,000.00	102,097.33
Reserve for Contingency	0.00	0.00	25,000.00	25,000.00
TOTAL	179,089.00	1,670,575.71	3,380,013.04	1,709,437.33

CASH BALANCE - February 28, 2014 : \$3,314,105.57 (note that period had not closed as of February 28)

Sincerely,

Chindi Peavey
 District Manager

**Summary of Revenues Received to Date
February 28, 2014**

AGENDA ITEM 11c

	February	July-January	Received to Date	Budgeted	% of Budgeted
Ad Valorem Tax (includes redevelopment debits & credits)	\$ 32.79	\$ 980,400.85	\$ 980,433.64	\$ 1,535,792.00	64%
Special Tax	\$ 100.80	\$ 440,483.55	\$ 440,584.35	\$ 810,000.00	54%
Benefit Assessment	\$ 45.62	\$ 597,232.08	\$ 597,277.70	\$ 1,104,854.00	54%
Other Revenues (Natl. Wildlife Refuge in lieu of taxes)	\$ -	\$ 194.53	\$ 194.53	\$ -	0%
Interest on Pooled Money	\$ -	\$ -	\$ -	\$ 6,000.00	0%
Misc rebates	\$ 284.37		\$ 284.37	\$ -	0%
Sale of Equipment	\$ 1,407.00	\$ -	\$ 1,407.00	\$ 5,000.00	28%
Total revenue received	\$ 1,870.58	\$ 2,018,311.01	\$ 2,020,181.59	\$ 3,461,646.00	58%

^a Taxes are received from the County Controller's office in 3 installments:

- 50% December 15
- 40% April 15
- 10% June 30

^b Interest is posted by County later in the year

^c 2 surplus right-hand drive trucks were sold at auction in February

This is preliminary data from the County Auditor-Controller's Office, Tax Analysis Unit. Some of the amounts credited to our account will be accrued to the past fiscal year when the annual financial statements are prepared by the District's auditor

Alameda County Mosquito Abatement District

BOARD OF TRUSTEES

Barbara Halliday, President
 Ryan Clausnitzer, Vice-President
 George Young, Secretary
 Dennis Bray
 James N. Doggett
 Richard Guarienti
 Kathy Narum
 Jim Prola
 Ronald E. Quinn
 William M. Spinola
 Jan O. Washburn

Chindi Peavey Ph.D
 District Manager
cpeavey@mosquitoes.org

MONTHLY OPERATIONAL REPORT – February 2014

Dear Trustees:

I. NARRATIVE

The District received a total of 37 requests for service during February. There were 2 mosquito-biting reports. The ten-year average for adult mosquito service requests in February is 7. 23 requests for mosquito-fish were received and 12 request for inspection of potential mosquito sources.

Larval control efforts in February were focused primarily on four species of mosquitoes: *Aedes squamiger*, *Culiseta incidens*, the fish pond mosquito; *Culiseta inornata* the winter marsh mosquito and *Culex tarsalis*, the encephalitis mosquito.

Aedes squamiger, the winter salt marsh mosquito, is found in salt marshes as soon as water begins to collect. The eggs were laid on the soil and plant stems in a previous season. The larvae from this species will continue to develop, and additional eggs will hatch as the water levels rise after each rain until around the middle of March when adults emerge synchronously (unless control measures are taken). The adults are vicious day biters that are capable of flights of over 10 miles. Larvae of *Ae. squamiger* were found at 7 locations during the month in the cities of Oakland, Hayward, and Fremont.

The fish pond mosquito, *Culiseta incidens*, is found throughout the year in Alameda County. This mosquito can utilize many different types of sources found around homes including fish ponds, fountains, bird baths, untreated swimming pools and pool covers, boats, spas, and many more. *Cs. incidens* was found at 12 locations during the month.

Culiseta inornata, the winter marsh mosquito, is found after the first rains in fall. The female mosquitoes over summer in protected sites that range from culvert pipes to gopher holes. After the first rains, these mosquitoes lay eggs in a wide range of sources from rain water pools to brackish marshes and will go through multiple cycles until the temperature warms in the spring. These large brown mosquitoes are usually found biting at dusk or on overcast days. Larvae of *Cs. inornata* were found at 3 locations in February.

Culex tarsalis, the encephalitis mosquito, is a vector of West Nile virus as well as St. Louis and Western Equine Encephalitis. This mosquito is found in most areas of the county from February through October. The larvae are found in freshwater sources of all types. The adults generally prefer to feed on birds which increases their potential to transmit diseases such as West Nile virus from these animals to humans. *Cx. tarsalis* larvae were found at 2 locations during the month.

Manager's Report

March 12, 2014

- a) **Mosquito and Vector Control Association of California.** The annual conference of the MVCAC was held in San Diego on February 22-24. Attending were District Manager Chindi Peavey, staff members Bruce Kirkpatrick, Michelle Izumizaki, Erika Castillo and Joseph Huston and Board members Jan Washburn and Ryan Clausnitzer. There were numerous presentations on *Aedes aegypti*, *Aedes albopictus*, mosquitoes newly introduced into California. There were also symposia on testing for pesticide resistance and on new materials and equipment for control of mosquitoes.
- b) **Vector Control Joint Powers Association**
 - 1. The Annual Workshop was held on March 6-7, 2014 in Walnut Creek. District Manager Chindi Peavey attended.
- c) **California Special District Association (CSDA), Alameda County Chapter.** Annual Banquet will be held on March 27 in Pleasanton. Board members Kathy Narum and Richard Guarienti will attend with District Manager Chindi Peavey.
- d) **Auction of Surplus Vehicles.** The District received a net amount of \$504.00 for one of the right hand Drive Vehicles and \$678.00 for the second one after deducting charges for transporting the vehicles to the auction yard and paying for the auction service.
- e) **Conflict of Interest Forms are due.** Trustees are required to fill out Form 700 every year. Several Board members have completed their forms. The remaining forms must be finished by March 12 in order to submit them on time.
- f) **Staffing update.** The District has hired Nicholas Appice for one of the Assistant Mosquito Control Technician positions. Nick will start on March 5 and will be assigned zone 2 which includes most of the City of Oakland.