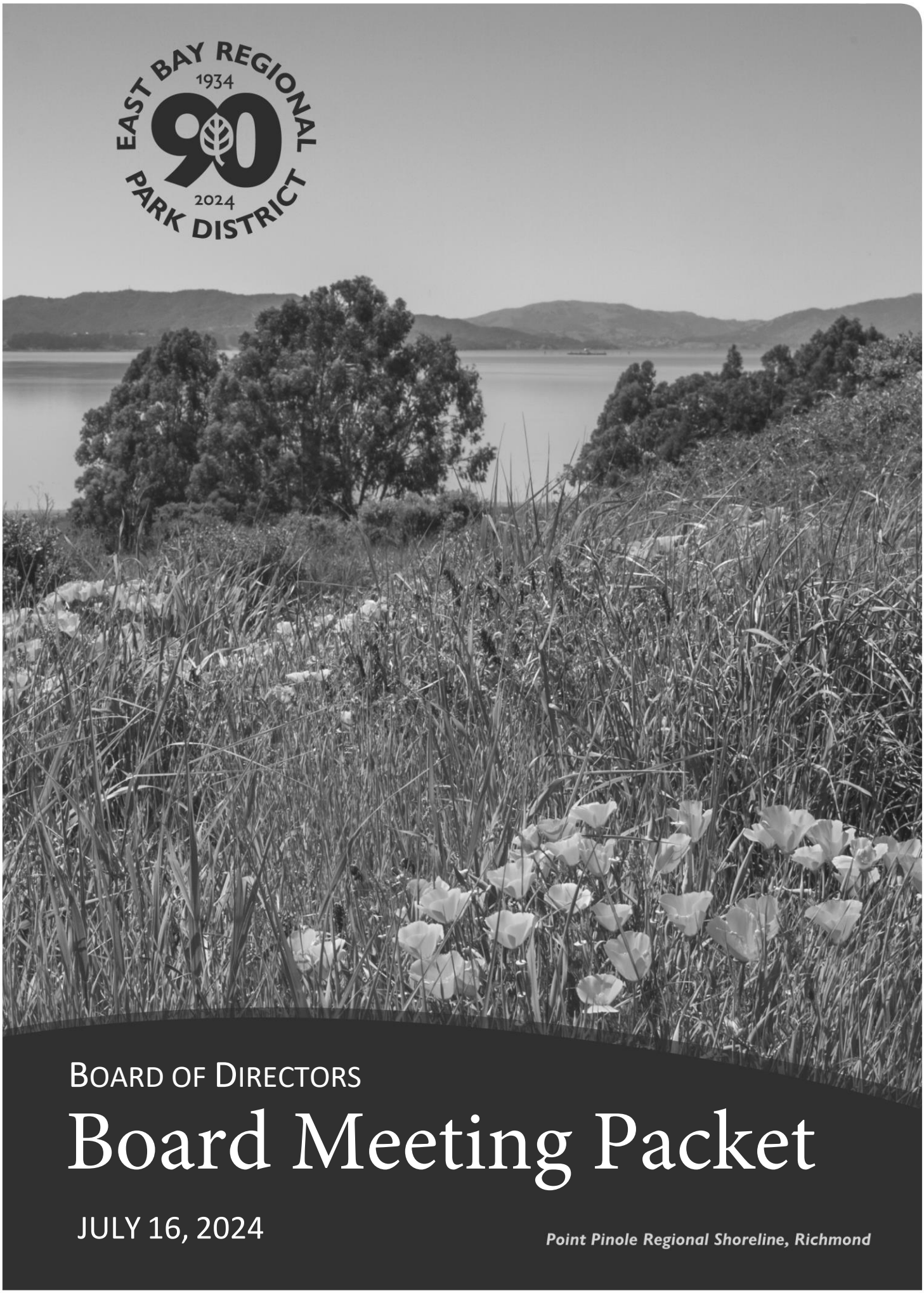
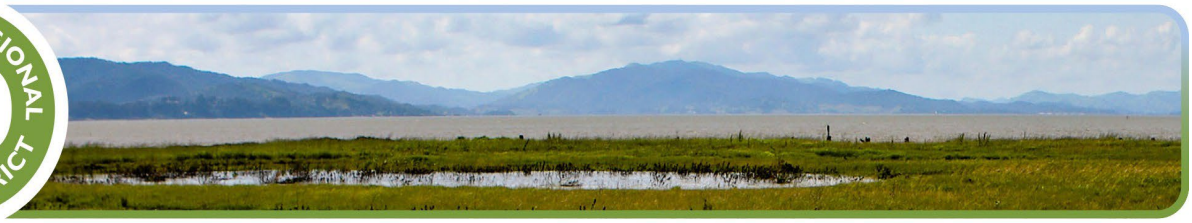


BOARD OF DIRECTORS

Board Meeting Packet

JULY 16, 2024

Point Pinole Regional Shoreline, Richmond



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Board of Directors

Elizabeth Echols	Ellen Corbett	John Mercurio	Olivia Sanwong	Dee Rosario	Dennis Waespi	Colin Coffey	Sabrina Landreth
President	Vice President	Treasurer	Secretary	Ward 2	Ward 3	Ward 7	General Manager
Ward 1	Ward 4	Ward 6	Ward 5				

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
Tuesday, July 16, 2024
11:00 AM

NOTICE REGARDING PUBLIC PARTICIPATION AT THE EAST BAY REGIONAL PARK DISTRICT BOARD OF DIRECTORS MEETING

The East Bay Regional Park District (Park District), with limited exceptions, holds public meetings through a hybrid platform of in-person and remote attendance to allow members of the public to participate through the Park District's virtual platform, Zoom. The Board of Directors will participate in-person at the Park District Administrative Headquarters (2950 Peralta Oaks Court, Oakland, California) unless otherwise designated. Occasionally, members of the Board of Directors may attend remotely as permitted by the Brown Act.

This Meeting May Be Accessed As Follows:

1. In person at the Park District Administrative Headquarters (2950 Peralta Oaks Court, Oakland, California)
2. Live via the Zoom virtual meeting platform: (Zoom links are located on the meeting Agenda below)
3. Via the Park District's website live stream: www.ebparks.org/calendar/public-meetings

Park District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed for you to participate, please contact the Clerk of the Board as soon as possible, but preferably at least three working days prior to the meeting.

Public Comments May Be Submitted in Person or in One of the Following Three Ways:

1. Via email to Public Comment at publiccomment@ebparks.org. Emails must contain in the subject line "Public Comments – not on the agenda" or "Public Comments – agenda item title". It is preferred that these written comments be submitted by 3:00 pm on the day prior to the meeting.
2. Via voicemail at (510) 544-2016. The caller must start the message by stating "Public Comments – not on the agenda" or "Public Comments – agenda item title" preferably followed by their name and place of residence, followed by their comments. It is preferred that these voicemail comments be submitted by 3:00 pm on the day prior to the meeting.
3. Live via the Zoom virtual meeting platform. The Zoom link below will let you into the virtual meeting for the purpose of providing a public comment.

Written comments and transcribed voicemails will be provided to the Board of Directors. All written comments received by the close of the public comment period will become part of the official meeting record. If you have any questions, please contact the Clerk of the Board Yolande Barial Knight at ybarial@ebparks.org or at 510-544-2020.

A copy of the background materials concerning these agenda items, including any material that may have been submitted less than 72 hours before the meeting, is available for inspection on the Park District's website (https://www.ebparks.org/calendar/public-meetings).

Unless otherwise noted in an agenda description, all actions taken by the Board of Directors include a determination that CEQA does not apply (i.e., the action is not a project and therefore exempt from CEQA).

AGENDA

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
Tuesday, July 16, 2024

CLOSED SESSION 11:00 a.m.

ZOOM
https://ebparks.zoom.us/j/86979752570
Note: The link will let you into the live virtual meeting.

I. ROLL CALL

II. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS

III. CLOSED SESSION ITEMS

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Gov. Code Section 54956.9(d)(1))

EBRPD v. City of Richmond et al.
Contra Costa Superior Court
Case No. MSC19-00434

B. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Gov. Code Section 54956.8)

Properties: Contra Costa County – 561-100-050 through -055, 561-420-001 and -002, 561-430-001, 561-440-001 through -004, and 561-450-001 through -031; Stenmark Drive, Richmond
Agency Negotiators: Sabrina Landreth, Ken Wysocki, Becky Bremser
Negotiating Parties: Point Molate Futures, LLC
Under Negotiation: Price and terms of payment

OPEN SESSION 1:00 p.m.

ZOOM
https://ebparks.zoom.us/j/86979752570
Note: The link will let you into the live virtual meeting.

I. ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. LAND ACKNOWLEDGEMENT

IV. APPROVAL OF AGENDA

V. SPECIAL PRESENTATIONS

VI. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

VII. ANNOUNCEMENTS

VIII. BUSINESS BEFORE THE BOARD

A. CONSENT CALENDAR

1. Approval of Park District Check Listing for the Period of April 22, 2024 through May 5, 2024
2. Approval of Board Meeting Minutes of June 4, 2024
3. Adopt Resolution to Support Federal Legislation: H.Res. 1234, H.R. 7770, H.R. 8092, and S. 4228 and H.R. 8258.
4. Authorization to Apply for Grant Funds from the Priority Conservation Area Program in an Amount up to $1,000,000 for the Tidewater Day Use Area Expansion Project
5. Authorization to Accept Dedication of Trail Access Parking Easement from Toll West Coast LLC: Calaveras Ridge Trail
   CEQA Determination: No further review per 14 Cal Code Regs §15162
6. Authorization to Enter into a Cooperative Agreement with Alameda Point Collaborative for Educational and Aquatic Services
7. Authorization to Enter into Amendment and Restatement of Lease Between Park District and SpectraSite Communications, LLC for Telecommunications Tower
   CEQA Determination: Exempt per 14 Cal Code Regs §15301, §15302, §15304
8. Authorization to Amend Contracts with BioMaA's Inc. and Nomad Ecology to Increase the On-call Biomonitoring Services Contracts by $100,000 Per Year: District-wide
   CEQA Determination: Exempt per 14 Cal Code Regs §15301, §15302, §15304, §15307, §15308, §15061(b)(3)
9. Authorization to Amend Contract with 2Air, Inc., to Provide Telecommunication Services in the Amount of $75,000
10. Authorization to Amend Contract with ENT, Inc., to Provide Technical Project and Support Services in the Amount of $185,000

IX. GENERAL MANAGER'S OFFICE

A. Authorization to Execute a Letter of Intent with the Guidiville Rancheria of California and the City of Richmond for the Acquisition of Property at Point Molate, located in the City of Richmond on the Point San Pablo Peninsula

B. Presentation of Voter Survey Findings from April 2024 Poll by Tulchin Research

X. ACQUISITION, STEWARDSHIP AND DEVELOPMENT DIVISION

A. Authorization to Grant Fee Title and Temporary Construction Easement to the City of Dublin for Tassajara Road Widening Project: Tassajara Creek Regional Trail
CEQA Determination: No further review per 14 Cal Code Regs §15162

B. Award and Execute a $565,000 Consultant Contract with Placeworks, Inc. and Appropriate $615,000 for the Borel Agricultural Park Project: Las Trampas Wilderness Regional Preserve

C. Informational Update on the Improve Peralta Oaks North Project

XI. FINANCE AND MANAGEMENT SERVICES DIVISION

A. Authorizing the Issuance of 2024 Promissory Notes in an Aggregate Principal Amount not to Exceed $47,500,000 and Directing the Execution of an Indenture of Trust and Authorizing Other Official Actions Related Thereto

XII. HUMAN RESOURCES DIVISION

A. Authorization to Approve a Resolution Waiving the 180-Day Waiting Period to Hire Retired CalPERS Member Ernie Haga as a Police Sergeant/Chief Helicopter Pilot

XIII. ANNOUNCEMENTS FROM CLOSED SESSION

XIV. BOARD COMMENTS

XV. ADJOURNMENT

XVI. ATTACHED: INFORMATIONAL MATERIAL

CONSENT
CALENDAR

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Approval of Park District Check Listing for the Period of April 22, 2024 through May 5, 2024
DIVISION	General Manager's Office
FROM	Deborah Spaulding, Assistant General Manger Finance and Management Services / Chief Financial Officer
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

It is recommended that the Board of Directors approve the Check Listing for the period of April 22, 2024 through May 5, 2024.

Per Resolution No. 1992-1-40, adopted by the Board on January 21, 1992, a copy of the Check Listing has been provided to the Board Treasurer for review. A copy of the Check Listing has also been provided to the Clerk of the Board and will become a part of the Official District Records.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

APPROVAL OF PARK DISTRICT CHECK LISTING FOR THE PERIOD OF APRIL 22, 2024 THROUGH MAY 5, 2024

WHEREAS, District Resolution No. 1992 - 1 - 40, adopted by the Board of Directors on January 21, 1992, requires that a listing of District checks be provided to the Board Treasurer for review;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby approves the check listing for the period of April 22, 2024 through May 5, 2024

Moved by Director , seconded by Director , and adopted July 16, 2024 by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Approval of the Minutes for the Board Meeting of June 4, 2024
DIVISION	General Manager's Office
FROM	Yolande Barial Knight, Clerk of the Board

RECOMMENDATION

The General Manager recommends that the Board of Directors approve the attached minutes for the Board Meeting of June 4, 2024.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Approval of the Minutes for the Board Meeting June 4, 2024
DIVISION	General Manager's Office
FROM	Yolande Barial Knight, Clerk of the Board

RECOMMENDATION

The General Manager recommends the Board of Directors approve the attached minutes for the Board Meeting of June 4, 2024.

BOARD MINUTES JUNE 4, 2024

The Closed Session Board Meeting, which was held June 4, 2024, at East Bay Regional Park District, 2950 Peralta Oaks Court, Oakland, CA 94605 was called to order at 12:26 p.m. by Board President Elizabeth Echols.

The June 4, 2024 the Board of Directors meeting was video recorded and may be viewed by clicking the following link: https://ebparks.new.swagit.com/videos/306965

I. ROLL CALL

Directors Present:
Elizabeth Echols, President
Ellen Corbett, Vice President
John Mercurio, Secretary
Olivia Sanwong, Treasurer
Colin Coffey
Dennis Waespi
Dee Rosario
Directors Remote: None
Directors Absent: None

Staff Present: Sabrina Landreth, General Manager; Lynne Bourgault, General Counsel
Guests: None.

II. PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS
None

III. CLOSED SESSION ITEMS
A. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Gov. Code Section 54956.8)
Properties: Contra Costa County – 561-100-050 through -055, 561-420-001 and -002, 561-430-001, 561-440-001 through -004, and 561-450-001 through -031;

Stenmark Drive, Richmond
Agency Negotiators: Sabrina Landreth, Ken Wysocki
Negotiating Parties: Point Molate Futures, LLC
Under Negotiation: Price and terms of payment

The Board Meeting, which was held June 4, 2024, at East Bay Regional Park District, 2950 Peralta Oaks Court, Oakland, CA 94605 called the Open Session of the Board Meeting to order at 1:20 p.m. by Board President Elizabeth Echols.

The June 4, Board of Directors meeting was video recorded and may be viewed by clicking the following link: https://ebparks.new.swagit.com/videos/306965

I. ROLL CALL

Directors Present:
Elizabeth Echols, President
Ellen Corbett, Vice President
John Mercurio, Secretary
Olivia Sanwong, Treasurer
Colin Coffey
Dennis Waespi
Dee Rosario
Directors Remote: None
Directors Absent: None

Staff Present: Sabrina Landreth, Lynne Bourgault, Debra Fuller, Yulie Padmore, Anna Londonio, Mike Moran, Allyson Cook, Renee Patterson, Robert Kennedy, Lauren Bernstein, Amanda Gallo, Amir Aziz, Deborah Spaulding, Ken Wysocki, Ren Bates, Sara Fetterly and Katy Hornbeck.

II. PLEDGE OF ALLEGIANCE

Director Mercurio led the Pledge of Allegiance.

III. LAND ACKNOWLEDGEMENT

Director Rosario read the Native American land acknowledgment.

IV. APPROVAL OF AGENDA

By motion of Director Rosario, and seconded by Director Mercurio, the Board voted unanimously to approve the agenda.

Directors Present:	Colin Coffey, Ellen Corbett, Elizabeth Echols, John Mercurio, Dee Rosario, Olivia Sanwong, Dennis Waespi.
Directors Against:	None
Directors Absent:	None
Abstain:	None

V. SPECIAL PRESENTATIONS

A. Resolution Proclaiming June 2024 as East Bay Regional Park District Mountain Biking Month

Resolution Proclaiming June 2024 as East Bay Regional Park District Mountain Biking Month
Resolution No. 2024 – 06 – 111

Scott Bartlebaugh, Advocacy Director for Bicycle Trails Council of the East Bay commented in favor of proclamation on behalf of their members and the broader mountain bike community. Director Rosario requested friendly amendment to the 3rd WHEREAS addition to the language stewardship to replace steward and maintain put manual labor for stewardship of our parks and in the 7th WHEREAS add safe and legal mountain biking. Director Sanwong requests between WHEREAS 10 and 11, WHEREAS mountain biking became an official Olympic event at the Atlanta games in 1996, and the summer games will be returning to the US in 2028 in Los Angeles, California. Chris Campbell shared his appreciation to the measure and the opportunity to grow access to the youth.

Moved by **Director Rosario** seconded by **Director Sanwong**

FOR:	Colin Coffey, Elizabeth Echols, John Mercurio, Dee Rosario, Olivia Sanwong, Dennis Waespi, Ellen Corbett
AGAINST:	None
ABSENT:	None
ABSTAIN:	None

VI. PUBLIC COMMENT

Frank Mellon spoke on two events directly related to the Park District's support for the public use of the park. June 1st, veterans in Castro Valley did a charity golf tournament to help veterans. The second event was on June 2nd the Lake Chabot Trail Challenge. Renee Patterson reminded the Board about the PERS filing.

VII. ANNOUNCEMENTS

None

VIII. BUSINESS BEFORE THE BOARD

a. CONSENT CALENDAR

The Board of Directors made a motion to approve the consent calendar.

Moved by Director Mercurio seconded by Director Rosario

FOR:	Colin Coffey, Elizabeth Echols, John Mercurio, Dee Rosario, Olivia Sanwong, Dennis Waespi, Ellen Corbett
AGAINST:	None
ABSENT:	None
ABSTAIN:	None

1. Approval of Park District Check Listing for the Period of March 18, 2024 through March 31, 2024.
   Resolution No. 2024 – 06 – 112

2. Approval of Resolution Ordering and Giving Notice of an Election to be Held in the East Bay Regional Park District for the Purpose of Electing Three Directors and Requesting the Board of Supervisors of Alameda and Contra Costa Counties to Consolidate the District Election with th e Statewide General Election Being Held November 5, 2024
   Resolution No. 2024 – 06 – 113

3. Acceptance of the March 31, 2024 Investment Report and Portfolio Review
   Resolution No. 2024 – 06 – 114

4. Recommendation to Support State Legislation AB 3023 and AB 3147
   Resolution No. 2024 – 06 – 115

   Director Sanwong asked if Senate Bill 1060 was approved. Erich Pfuehler, Chief of Government and Legislative Affairs stated they have not taken a position on it will add to the list to look at for the next meeting. Scott Bartlebaugh, Advocacy Director of Bicycle Trust Council at East Bay, states a Trails Conservancy will help elevate the priority and state level support for trails and thanks the Board for their support of AB3147.

5. Recommendation to Support Federal Legislation: S. Res. 595 and H. Res. 1075, H.R. 7070, H.R. 7462, and H.R. 7525
   Resolution No. 2024 – 06 – 116

6. Approval of Out-of- State Travel for Directors Corbett, Mercurio, Rosario and Waespi to Attend the 2024 Special Park Districts Forum (SPDF) at Minnetonka, Minnesota from June 10-13, 2024 2024
   Resolution No. 2024 – 06 – 117

7. Authorization to Enter into a Memorandum of Understanding with the Contra Costa County District Attorney's Office to Disclose Brady Information
   Resolution No. 2024 – 06 – 118

8. Authorization to Enter into a Memorandum of Understanding with Bay Area Women Against Rape (BAWAR)
   Resolution No. 2024 – 06 – 119

9. Authorization to Apply to California Department of Transportation for Federal and State Fundingfrom the Active Transportation Program for the Richmond Bay Trail Gap Closure Project
   Resolution No. 2024 – 06 – 120

10. Authorization to Apply to U.S. Department of Transportation for Federal Funding from the Active Transportation Infrastructure Investment Program for the Richmond Bay Trail Gap Closure Project
    Resolution No. 2024 – 06 – 121

11. Authorization to Accept Funds from the California Office of Emergency Services and the Federal Emergency Management Agency's PreDisaster Management Program for Wildfire Mitigation in the Amount of $1,383,069: Anthony Chabot Regional Park
    Resolution No. 2024 – 06 – 122

12. Adoption of Resolution of Intention to Order Improvements, Grant Preliminary Approval to the Draft Engineer's Report, Establish Date of Public Hearing and Instruct the Clerk of the Board to Provide Appropriate Public Notice of Hearing: Alameda County/Contra Costa County Regional Trails Landscaping and Lighting Assessment District (Two County LLD), including ZB-1 (Five Canyons), ZB-2 (Dublin Hills), ZB-3 (Walpert Ridge), ZB-4 (San Ramon Hills), ZB-5 (Stone Valley), and ZB-6 (Gateway Valley/Sibley Volcanic) (Zones of Benefit)
    Resolution No. 2024 – 06 – 123

13. Authorization to Purchase BearSaver Three-Stream Trash Receptacles in the Amount of $139,266
Resolution No. 2024 – 06 – 124
Director Waespi requested a follow-up of any results from the pilot program. Robert Kennedy, Chief of MAST will provide the data collected.

14. Authorization to Purchase One Off-Road Rescue Utility Vehicle in the Total Amount of $50,466 from Polaris as an Addition to the Fleet
Resolution No. 2024 – 06 – 125

Director Waespi requested an image of the utility vehicle and moving forward would like photos of proposed purchases of items.

15. Authorization to Purchase Two Ford Pursuit Utility Hybrid Vehicles in the Total Amount of $120,202 from Folsom Lake Ford for Public Safety Fleet Vehicle Replacements
Resolution No. 2024 – 06 – 126

IX. ACQUISITION, STEWARDSHIP AND DEVELOPMENT DIVISION

Project Update on the Replace Environmental Education Center (EEC)
Presentation provided by Jim Devlin, Architect and Project Manager and Mike Moran, Interpretive and Recreation Services Regional Manager for schematic design for the EEC.

Director Sanwong suggested for the next review to include number of school groups over the last 5 to 10 years, data on weekend visitors, hikers versus some of the different facilities. Director Waespi comments on the opportunity to include biochar in the design. Director Mercurio asks if the planting design will be tied into the educational programs or used as an educational tool. Director Echols appreciated the design of the visitor center entrance with a focus on the Ohlone people and the importance of consulting with the Ohlone people.

President Echols called a recess at 3:04 PM. The meeting reconvened at 3:15 PM with all members present.

a. Approval of the Amended and Restated Hayward Area Shoreline Planning Agency (HASPA) Joint Exercise of Powers Agreement: Hayward Regional Shoreline
Resolution No. 2024 – 06 – 127

Director Sanwong states there are interests in the historic tributary versus the current flood control channel in terms of increasing stakeholders and interests. Alameda Creek Watershed has interest. Director Mercurio asked about the Caltrans grant. Devan Reiff, Principal Planner clarifies that the Caltrans grant paid for the master plan several years ago, some studies of the Hayward bridge touch down and sea level rise adaptation, and Caltrans is part of the Technical Advisory Committee. Director Corbett asked about the San Leandro land, and what support can be provided that will also have impacts because of the land use. Reiff stated they will be in conversation with San Leandro to gauge their interest. Corbett requested to be included in meetings with City of San Leandro on a number of areas along their shoreline. Director Waespi acknowledged Devan Reiff, Eddie Willis, Amanda Sanders, Matt Graul, Dave Reinsche and Chris Barton for their work with the Hayward Marsh Project.

Moved by **Director Waespi** seconded by **Director Rosario**

FOR:	Colin Coffey, Elizabeth Echols, John Mercurio, Dee Rosario, Olivia Sanwong, Dennis Waespi, Ellen Corbett
AGAINST:	None
ABSENT:	None
ABSTAIN:	None

X. FINANCE AND MANAGEMENT SERVICES DIVISION

a. Authorization to Enter into a Funding Agreement with San Francisco Estuary Partnership to AcceptFunds for the Hayward Area Shoreline Planning Agency (HASPA) Shoreline M aster Plan Implementation Project in the Amount of $550,000
Resolution No. 2024 – 06 – 128

Moved by **Director Waespi** seconded by **Director Corbett**

FOR:	Colin Coffey, Elizabeth Echols, John Mercurio, Dee Rosario, Olivia Sanwong, Dennis Waespi, Ellen Corbett
AGAINST:	None
ABSENT:	None
ABSTAIN:	None

b. Informational Report on 457 Plan Transition

Deborah Spaulding, Assistant General Manager, Finance and Management Services presented a PowerPoint on Informational Report on 457 Plan Transition.
Director Waespi asked what are the total participants in the program, employees, former employees, and retirees? Spaulding responded that approximately 1,055 are currently enrolled and approximately 668 are employees. Waespi asked what would occur if participants wanted to pull out of Empower.

Public Comment: Susan Gonzales states staff didn't adhere to standard District procedures, state law, poor communication to former employees that has produced records showing the reduction in services and the increase in fees. Gonzales states that the Board consider taking an action to smooth the transition. Paul Rankin and Pete Volin expressed concern with the process of change to Empower. Donna Cuoco, retired employee, states she was never notified about the change to Empower.
Director Rosario asked Deborah Spaulding to repeat the section about how Mission Square compares with Empower regarding charges, what investments people had in all of the fund lineup that Mission Square had and then can you map that over to the new Empower fund, the fees are from the two and the savings is $200,00? President Echols thanked everyone for their time and sharing concerns. It is an informational item so no action at this point.

XI. PUBLIC SAFETY DIVISION

a. 2023 Police Department Annual Report

Captain Giorgio Chevez presented 2023 Police Department Annual Report. Director Rosario asked how many shifts and officers in each shift. Chevez said there are six patrol shifts, two-day shifts, two swing shifts and two graveyard shifts. It depends on the winter staffing and summer staffing model. Typically, with 3 officers and a sergeant. Director Waespi asked if Cal Fire is willing to partner with the Park District. Chevez said they have an MOU with Cal Fire. Director Sanwong would like to see

separate reports on rescue, wildfire repression and how overlapping point get captured. Director Coffey expressed appreciation for the police force.

XII. GENERAL MANAGER'S COMMENTS
None.

XIII. ANNOUNCEMENTS FROM CLOSED SESSION
None.

XIV. BOARD COMMENTS

Director Rosario reported on meetings attended. Director Rosario:

- Attended the Finance Committee meeting on May 22;
- Attended the Alder Creek Restoration ribbon cutting on May 23;
- San Francisco State of the Estuary Conference at Scottish Rite Temple from May 28th – May 29th;
- Attended Black Birders week at Lake Temescal; and
- Attended the Gay Pride event at Tilden EEC on June 2.

Director Mercurio reported on meetings attended. Director Mercurio:

- Attended the Finance Committee meeting on May 22.

Director Corbett reported on meetings attended. Director Corbett:

- Attended the Cherry Festival in San Leandro.

Director Waespi reported on meetings attended. Director Waespi:

- Attended the California Association of Recreation and Park District's Annual Conference on May 22 – May 24;
- Attended 1:1 with Ken Wysocki on May 28; and
- Attended 1:1 hike with GM Sabrina Landreth at Lake Chabot June 3.

Director Sanwong reported on meeting attended. Director Sanwong:

- Attended the Operations Committee on May 29th.

Director Coffey reported on meetings attended. Director Coffey:

- Attended the California Association of Rec and Park Districts on May 22 – May 24; and
- Attended Operations Committee on May 29.
- Attended Contra Costa Bar Association's Port Chicago Task Force;
- Attended Neighbors to Neighborhoods 25th Anniversary at San Pablo Harbor on June 1; and
- Attended Park Ambassadors at Hercules Cultural Festival on June 2.

President Echols reported on meetings attended. Director Echols:

- Attended Alder and Leatherwood Creek Restoration and Eastport Staging Area Ribbon Cutting May 23; and
- Attended Pride in the Park at Tilden on June 2.

Director Echols addressed the 50th anniversary of two fallen EBRPD officers who lost their lives in a helicopter accident on June 4th, 1974.

XIV. ADJOURNMENT

President Echols adjourned the meeting at 5:42 p.m.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Adopt Resolution to Support Federal Legislation: H.Res. 1234, H.R. 7770, H.R. 8092, and S. 4228 and H.R. 8258.
DIVISION	General Manager's Office
FROM	Erich Pfuehler, Chief of Government and Legislative Affiars
	Dr. Ana M. Alvarez, Deputy General Manager
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends the Board extends support to the follow federal legislation: H.Res. 1234, H.R. 7770, H.R. 8092, and S. 4228 and H.R. 8258. The Board Legislative Committee favorably considered this legislation at their June 10, 2024 meeting.

BACKGROUND

As part of the 2023-2024 Legislative Session, the East Bay Regional Park District (Park District) Board of Directors will take formal positions on bills as they are introduced and considered by their respective Legislatures. To guide bill analysis, the Park District's Board of Directors established seven key advocacy goals through Resolution No.: 2024 – 01 – 003. These advocacy goals strive to align funding and policy advocacy with identified project and program needs and priorities. Guided by the Park District mission, elected Board of Directors and General Manager, Government and Legislative Affairs staff work to align advocacy goals with Park District need. Overarching principles include equitable service delivery, advancing climate resiliency adaptation and mitigation, guiding work with an environmental ethic, supporting inclusive interpretation and educational opportunities, increasing conservation through land acquisition and ensuring the fiscal health of the Park District. The specific goals are as follows:

- Climate - Friendly Transportation: To expand accessible active and public transportation to and within East Bay parks and trails.
- Community Health: To ensure equitable access to parks so all East Bay communities can enjoy the physical and psychological benefits of nature.
- Ecosystem Stewardship: To support ecosystem health through restoration, acquisition and habitat enhancement, and improved efficiencies in regulatory approvals.
- Green Jobs: To guide the development of career pathways for all in the parks, recreation, outdoor and environmental fields.
- Sea Level Rise Preparedness: To address sea level rise with nature-based infrastructure and initiate mitigation strategies regarding climate change.
- Welcoming Visitor Use Facilities: To be sure all visitors are welcomed to the East Bay parks and trails by providing facilities which are safe, accessible, inclusive and sustainable.
- Wildfire Resilience: To minimize the risk of catastrophic wildfire in the East Bay by using proactive vegetation management which is ecologically sound.

ANALYSIS

The legislation proposed for support by the Park District, as listed below, has been identified based on its alignment with at least one of the seven advocacy goals of the Park District and support the overarching principles of advocacy approved by Resolution No.: 2024 – 01 – 003. To engage on the identified bills, the proposed resolution will direct staff on specific actions related to Park District supported legislation, including writing letters of support, participating in bill hearings in Sacramento and Washington, D.C., and engaging with the author/sponsor and relevant elected official's offices directly. Of the five legislative acts recommended for support, two address Welcoming Visitor Use Facilities, two address the overarching principle of inclusive interpretation and educational opportunities, and one addresses overarching principles of the Park District Legislative Program. This includes acknowledging the Park District's 90th anniversary, the fiscal needs of a sister agency with a visitor center in the East Bay, the need to reduce the amount of plastic waste and the legacy of former Senator Dianne Feinstein. All of these components align with the Park District's advocacy goals and overarching principles.

H.Res. 1234 (DeSaulnier D-CA) Celebrating the East Bay Regional Park District's 90th Anniversary aligns with the overarching principles of the Legislative Program. H.Res. 1234 specifically recognizes the 90 years of public service provided by the East Bay Regional Park District. The resolution highlights the Park District's contributions to environmental conservation, recreation and community well-being. It expresses gratitude for the Park District's dedication to preserving natural beauty, fostering outdoor enjoyment and creating a lasting legacy for generations to come. Representative Mark DeSaulnier was joined by Reps. Garamendi, Harder, Khanna, Lee and Swalwell in introducing the resolution. The Board of Directors was in attendance in the gallery as Rep. DeSaulnier highlighted the resolution on the House Floor on Thursday, May 16, 2024.

H.R. 7770 (Garamendi D-CA) Rosie the Riveter Commemorative Coin Act aligns with the overarching principle of inclusive interpretation and educational opportunities. This legislation would authorize the Secretary of the Treasury to mint up to 50,000 gold, 400,000 silver and 750,000 half-dollar coins to commemorate the women who contributed to the Home Front during World War II. The coins would be minted for one year beginning on January 1, 2025. The legislation recognizes the harassment, discrimination and prejudice the women endured while working at shipyards, aircraft factories and other areas of the defense industrial base. It also recognizes the racist discrimination, violence and harassment at work women of color overcame to make significant contributions to the war effort and labor market. Proceeds from the sale of the coins will benefit the Rosie the Riveter Trust to support the National Park Service in maintaining and repairing the Rosie the Riveter WWII Home Front National Historical Park in Richmond. Commemorative coins are typically enacted by stand alone legislation. There have been 49 Public Laws passed since 1998 to issue commemorative coins. There were no commemorative coins authorized in 2023. Typically, only two commemorative coins are authorized per year. A support position for H.R. 7700 would be extended to a related or companion bill introduced in the Senate.

H.R. 8092 (Huffman D-CA) Protecting Communities from Plastics Act aligns with the advocacy goal of welcoming visitor use facilities. The legislation focuses on stricter rules for chemicals used in the development of plastic products. It acknowledges the environmental justice impacts of plastic production and use. It also calls for moving away from single-use plastics, particularly in the food service sector. The bill establishes a refillable and reuse packaging grant program. It specifically calls for the installation and expansion of water bottle refilling stations. Local governments would be eligible to receive a grant under the program. The Park District could apply and benefit from the availability of these funds. The legislation does not identify from where the funds would be appropriated, but the Environmental Protection Agency (EPA) Administrator is called upon to develop the program. The EPA is authorized to collect fees to help defray the costs of most of the activities it undertakes under the Toxic Substances Control Act (TSCA), so presumably these fees could fund the grant program. This legislation could be included as a

provision in amendments to the TSCA of 1976. The last such bill was the Frank R. Lautenberg Chemical Safety for the 21st Century Act signed into law by President Barack Obama on June 22, 2016. A support position for H.R. 8092 would be extended to a related or companion bill introduced in the Senate.

S. 4228 (Padilla D-CA) and H.R. 8258 (Ruiz D-CA) Senator Dianne Feinstein Visitor Center at Joshua Tree National Park aligns with the overarching principle of inclusive interpretation and educational opportunities. This legislation would redesignate the Cottonwood Visitor Center as the "Senator Dianne Feinstein Visitor Center." The late Senator Dianne Feinstein provided leadership in the establishment of Joshua Tree National Park. In 1994, Senator Feinstein authored the California Desert Protection Act which created the Mojave National Preserve. The 1994 legislation also expanded and redesignated Death Valley and Joshua Tree National Monuments as national parks. The Cottonwood Visitor Center is located in the southern part of the park. It serves as the first contact station for millions of visitors entering the park from Interstate 10 each year. This legislation could be included as a provision in the next Omnibus Public Lands bill. The last such bill was the John D. Dingell Jr. Conservation, Management and Recreation Act of 2019.

FISCAL IMPACT

There is no fiscal impact.

ATTACHMENTS

None.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

ADOPT RESOLUTION TO SUPPORT FEDERAL LEGISLATION: H.RES. 1234, H.R. 7770, H.R. 8092, AND S. 4228 AND H.R. 8258.

WHEREAS, the East Bay Regional Park District (Park District) strives to engage on legislative actions in alignment with its identified key advocacy goals including wildfire resilience, sea level rise preparedness, community health, ecosystem stewardship, green jobs, welcoming visitor use facilities and climate-friendly transportation; and

WHEREAS, across all identified focus areas, overarching principles include equitable service delivery, advancing climate resiliency adaptation and mitigation, guiding work with an environmental ethic, supporting inclusive interpretation and education opportunities, increasing conservation through land acquisition and ensuring the fiscal health of the Park District; and

WHEREAS, the legislation as identified in this report to support algins with these goals and principles; and

WHEREAS, this resolution would support the identified legislation and serve as direction to provide letters of support, participate in bill hearings and engage with the bill authors as appropriate to support the advancement of the identified legislation.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby support federal legislation H.Res. 1234, H.R. 7770, H.R. 8092, and S. 4228 and H.R. 8258as presented to the Board on June 4, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Apply for Grant Funds from the Priority Conservation Area Program in an Amount up to $1,000,000 for the Tidewater Day Use Area Expansion Project
DIVISION	Finance and Management Services
FROM	Katy Hornbeck, Grants Manager
	Deborah Spaulding, Assistant General Manager of Finance and Management Service/Chief Finance Officer
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors authorize an application to the Priority Conservation Area Program in an amount up to $1,000,000 for the Tidewater Day Use Area Expansion Project at Martin Luther King Jr. Regional Shoreline.

BACKGROUND

The Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG), in coordination with the State Coastal Conservancy (SCC), issued a call for projects for the Priority Conservation Area (PCA) Grant program in March 2024. The program provides funding to cities, counties, park districts, utility districts, county transportation agencies, non-profits and other agencies to acquire, restore or improve places designated as Priority Conservation Areas within the nine-county Bay Area. MTC has provided $8.5 million in local and federal funds for the current grant round of this program. Grants may range from $200,000 to $1 million. PCA grants form a conservation component of the One Bay Area Grant (OBAG) program, and help local agencies acquire or enhance PCAs.

PCA grant program goals are:

- Protect, restore, or enhance critical habitats, ecosystems, watersheds, and resource areas.
- Protect farmland, grazing lands and timberlands or otherwise support the agricultural economy of the region, such as farm-to-market infrastructure.
- Provide or enhance bicycle and pedestrian access to regional parks, trails, open spaces, and recreation areas.
- Provide or enhance parks and green spaces in urban areas to improve community health, increase habitat connectivity, capture carbon emissions, and address stormwater.

A letter of interest was required to be submitted and evaluated by the PCA evaluation committee. The committee selected a limited number of applicants with the projects that most closely align and implement the PCA program goals and meet the evaluation criteria. Selected applicants were invited to continue and submit a formal application proposal.

Proposals must demonstrate outstanding achievement of at least one program goal or very good achievement of multiple goals. Projects will also be evaluated on either significant partnerships or benefits to Equity Priority Communities (EPC). Match is not required but considered.

Based on the program requirements, goals, and priorities, Park District staff determined the Tidewater Day Use Area Expansion Project would be the most competitive. Staff submitted a letter of interest in March 2024 and later received an invite to submit a formal applicational proposal.

ANALYSIS

The Tidewater Day Use Area Expansion Project at Martin Luther King Jr. Regional Shoreline supports the Priority Conservation Area Program goals as well as the state of California's 30x30 conservation initiative that calls for the protection of thirty percent (30%) of lands and waters by the year 2030 to meet the environmental challenges due to the devasting loss of the natural world and its life supporting systems.

The project will transform the site – creating new park acreage with recreation opportunities in an underserved area while contributing to greenhouse gas reductions through its planned 200+ trees, shrubs, and perennial grasses. The expansion will create eight acres of green space where there is currently none. Features in the expansion area include a multi-use turf area, a nature play area, several small and group picnic spaces, paved and natural trails, an outdoor classroom, two waterfront overlooks, a restroom, and boat storage. These features will significantly expand the opportunities for larger and new interpretive and recreational programming at Tidewater and provide vital access to green space for the surrounding communities. It will help make outdoor recreation a more natural extension of the community's daily lives.

FISCAL IMPACT

The action approves a grant application in an amount up to $1 million. No grant match is required. If awarded, grant funds for the project would be budgeted into project #154300. The total project cost estimate is approximately $15 million. This project may increase future operational costs of the Park District due to ongoing maintenance and labor.

ATTACHMENTS

None.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO APPLY FOR GRANT FUNDS FROM THE PRIORITY CONSERVATION AREA PROGRAM IN AN AMOUNT UP TO $1,000,000 FOR THE TIDEWATER DAY USE AREA EXPANSION PROJECT

WHEREAS, the Priority Conservation Area Program has approximately $8.5 million and has issued a call for projects; and

WHEREAS, the Tidewater Day Use Area Expansion Project is located in a designated Priority Conservation Area and meets program goals and priorities; and

WHEREAS, the East Bay Regional Park District (Park District) procedures require Board Approval for all grant applications; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby:

1. Approves the filing of an application with the Priority Conservation Area Program up to the maximum amount allowed under the program; and

2. Certifies that Grantee understands the assurances and certification in the application form; and

3. Certifies that Grantee has or will have sufficient funds to operate and maintain the project; and

4. Authorizes and directs the General Manager or Assistant General Manager of Finance and Management Services/CFO, on behalf of the Park District and in its name, to accept grant funds and execute and deliver such documents including, but not limited to applications, agreements, payment requests and amendments and to do such acts as may be deemed or appropriate to accomplish the intentions of this resolutions as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the Assistant General Manager of Finance and Management Services/CFO or Budget Manager is hereby authorized to amend the current year's budget, without further Board action, upon receipt of the executed contract from the Grants Manager. The budget amendment will include an increase in budgeted revenue and a corresponding increase in appropriation for the amount stipulated in the contract.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Accept Dedication of Trail Access Parking Easement from Toll West Coast LLC: Calaveras Ridge Regional Trail
DIVISION	Acquisition, Stewardship, and Development
FROM	Becky Bremser, Chief of Land Acquisition
	Ken Wysocki, Assistant General Manager of Acquisition, Stewardship, and Development
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors accept the dedication of a *Trail Access Parking Easement* for a five-car parking area from Toll West Coast LLC. The parking area within the 'Faria Preserve' subdivision in San Ramon will serve the Calaveras Ridge Regional Trail, as well as nearby Las Trampas Wilderness Regional Preserve.

BACKGROUND

The 'Preserve Project' (formerly known as 'Faria Preserve') is a newly constructed residential subdivision within the City of San Ramon's *Northwest Specific Plan* area and adjacent to the southern boundary of Las Trampas Regional Wilderness Preserve (Las Trampas). The project was approved by the City of San Ramon (City) in 2006 to include 740 residential units on the 354-acre former ranchland parcel, but the City was shortly thereafter sued by both the Sierra Club and the East Bay Regional Park District (Park District). The parties entered into the *Comprehensive Agreement to Settle Litigation* in 2008 which resulted in a smaller development footprint, larger open space buffer surrounding the homes, dedication of 141 acres of open space to the Park District, establishment of a Community Facilities District to fund ongoing maintenance of that 141-acre open space preserve and related trails and trail amenities, and most pertinent to this board action: the establishment of a segment of the Calaveras Ridge Trail and 5-car parking area within the 'Preserve Project' for access to the Calaveras Ridge Regional Trail (Calaveras Ridge Trail).

Following coordination between the Park District, City, and Toll Brothers (the developers that will be building Neighborhood 5 of the 'Preserve Project'), Toll Brothers agreed to record a *Trail Access Parking Easement* and build the 5-car parking area for the Park District in order for the public to park and easily access the Calaveras Ridge Trail and Las Trampas. The trail access parking easement is located over the private roads within the subdivision for the public to reach the parking area.

Accordingly, *Subdivision Map 9502*, recorded in 2021, indicates an approximately 1,140-square-foot parking area along Pisa Terrace in Parcel 1 of the subdivision. The parking area will be for the exclusive daytime use of visitors to the trail and will feature standard Park District signage and

facilities. The developer will be responsible for construction and the homeowners' association will be responsible for maintenance and repairs. Secondly, *Subdivision Map 9502* also indicates a *Public Access Easement* over Mateo Miller Circle and Pisa Terrace, permitting the public to drive, bike, or walk along the private roads to the trailhead.

On May 7th of this year, Toll West Coast LLC recorded the *Offer of Dedication of Trail Access Parking Easement* with the Contra Costa County Clerk-Recorder's Office, and so with the Board of Directors' authorization to accept this dedication, the easement and parking area will be formally added to the Park District's trail system.

ANALYSIS

Expanding Las Trampas and improving public access to the park have long been Park District priorities, even as developers have simultaneously purchased neighboring ranches and developed housing tracts and ranchettes. The 'Preserve Project' borders the southern end of Las Trampas and is within the Calaveras Ridge Trail corridor identified in the Park District's *2013 Master Plan*. The *Southern Las Trampas Land Use Plan Amendment* (LUPA), which the Board adopted in March 2023, included an extension of the Calaveras Ridge Trail in the southern portion of Las Trampas and the planned Calaveras Ridge Trail connection within the 'Faria Preserve/Preserve Project' area. The LUPA also referenced the 5-car parking area as a public access point onto the Calaveras Ridge Trail.

During the planning and approval process for the subdivision, nearly 20 years ago, Park District staff and local environmental organizations successfully advocated for a reduced project footprint, the addition of 141 acres of land to Las Trampas, and the development of parking areas and trails within the 'Faria Preserve' development. While the LUPA includes a 25-car staging area on the adjacent 'Chen Property' to serve Las Trampas visitors, this new 5-car staging area within the 'Preserve Project' subdivision will provide another entry point to reach Las Trampas as well as direct use of the Calaveras Ridge Trail.

First envisioned in the 1970s, the Calaveras Ridge Trail is one of the originally designated regional trail corridors in the Park District *Master Plan*. When completed, the 45-mile-long trail will traverse a series of ridges west of I-680 connecting six regional parks from Sunol Regional Wilderness in Alameda County to Briones Regional Park in Contra Costa County. While eighteen miles of the trail are already open to the public, significant gaps remain. This portion of the Calaveras Ridge Trail through the 'Preserve Project' development will fill one of those gaps. The developer will construct and dedicate the 0.75-mile segment of Calaveras Ridge Trail, as well a 0.25-mile spur trail within the 'Preserve Project' development. Those trails will connect residents and visitors to the Calaveras Ridge Trail and Las Trampas to the north.

Construction of the parking area is expected to be completed by the end of winter, but opening the parking area will be contingent upon completion of the adjacent Calaveras Ridge Trail construction within Las Trampas. Depending on permitting and construction constraints, that trail project is expected to be completed in 2026.

FISCAL IMPACT

Other than staff time, which will be funded by general funds previously appropriated to the 2024 Land Acquisition Department budget, there are no direct costs associated with the acceptance of the trail access parking easement.

ATTACHMENTS

Attachment A: Map

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO ACCEPT DEDICATION OF TRAIL ACCESS PARKING EASEMENT FROM TOLL WEST COAST LLC: CALAVERAS RIDGE TRAIL

WHEREAS, the 'Preserve Project' (formerly known as 'Faria Preserve') is a newly constructed residential subdivision constructed on a 354-acre former ranch adjacent to the southern boundary of Las Trampas Wilderness Regional Preserve; and

WHEREAS, the project was approved by the City of San Ramon (City) in 2006 but following legal challenges from the Sierra Club and the East Bay Regional Park District (Park District), the parties entered into a *Comprehensive Agreement to Settle Litigation* in 2008 resulting in a smaller development footprint, larger open space buffer, dedication of 141 acres of open space to the Park District, establishment of a Community Facilities District to fund ongoing maintenance of that preserve and trail amenities, and most pertinent to this board action: the establishment of a segment of the Calaveras Ridge Trail and a 5-car parking area within the 'Preserve Project'; and

WHEREAS, *Subdivision Map 9502*, recorded in 2021, indicates an approximately 1,140-square-foot parking area along Pisa Terrace, and following coordination between Park District staff, City staff, and Toll Brothers, the developers agreed to record an easement in favor of the Park District and build the parking area for exclusive daytime use of trail visitors; and

WHEREAS, the developer will construct the parking area to Park District standards and the homeowners' association (HOA) will be responsible for maintenance and repairs; and

WHEREAS, on May 7th of this year, Toll West Coast LLC recorded the *Offer of Dedication of Trail Access Parking Easement* with the Contra Costa County Clerk-Recorder's Office, and so with the Board of Directors' authorization to accept this dedication, the easement and parking area will be formally added to the Park District's trail system; and

WHEREAS, under the California Environmental Quality Act (CEQA), this action by the Board of Directors is not subject to preparation and processing of environmental documentation;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes the acceptance of a *Trail Access Parking Easement* from Toll West Coast LLC for the Calaveras Ridge Regional Trail as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

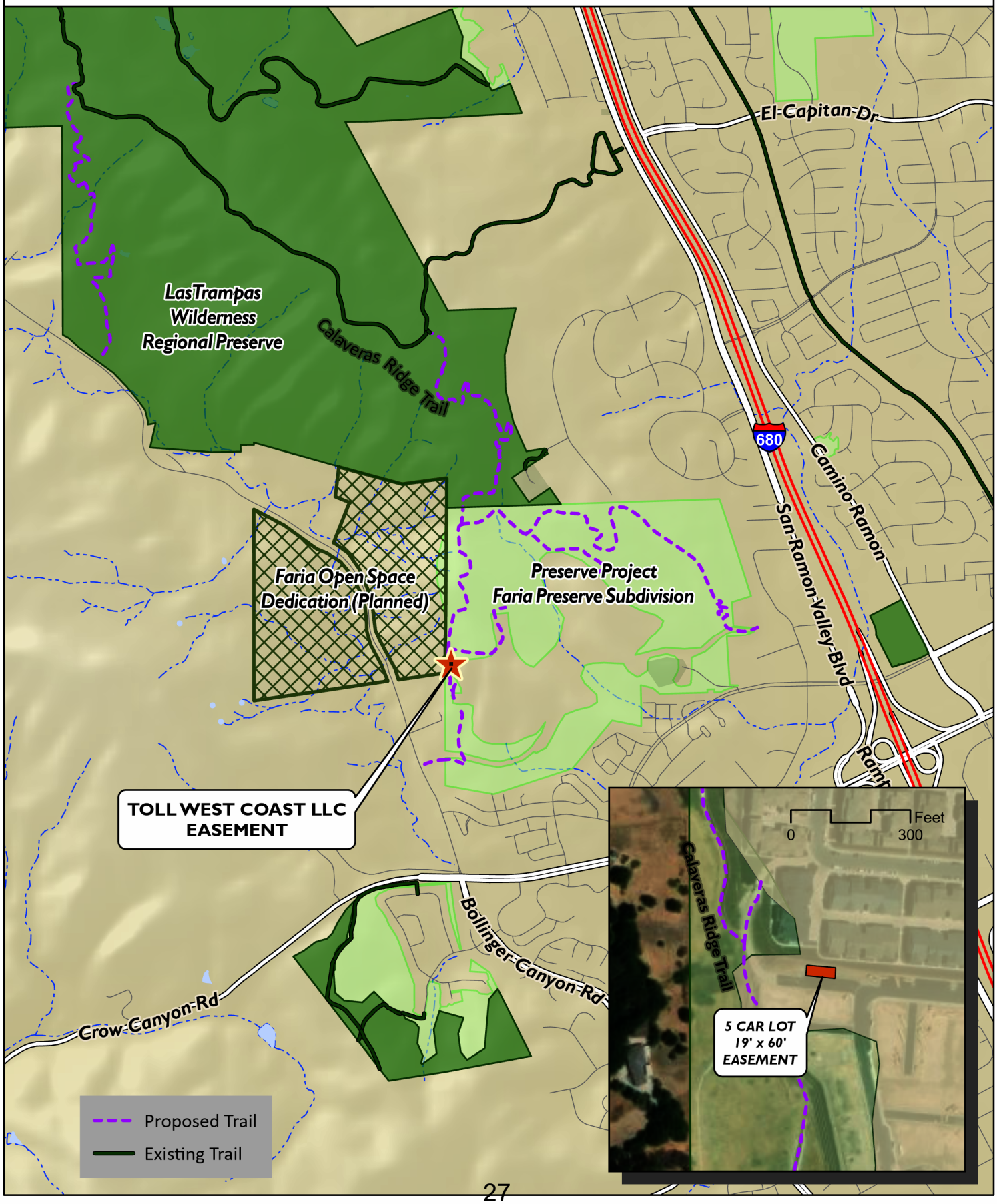
AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

Calaveras Ridge Regional Trail

Toll West Coast LLC Easement

Faria Preserve Vicinity



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East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Enter into a Cooperative Agreement with Alameda Point Collaborative for Educational and Aquatic Services
DIVISION	Public Safety
FROM	Pete DeQuincy, Lifeguard Services Manager
	Roberto Filice, Assistant General Manager of Public Safety
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors authorize execution of a Memorandum of Understanding with the Alameda Point Collaborative (APC) to provide East Bay Regional Park District (Park District) aquatic programming and water safety education at APC and Park District sites.

BACKGROUND

The East Bay Regional Park District 2013 Master Plan states that one of its policies is to, "*participate in partnerships with public agencies, nonprofit organizations, volunteers and the private sector to achieve mutual goals*"; and to, "*improve access to and use of the parks by members of groups that are underrepresented, such as persons with disabilities, the economically disadvantaged, and elderly park visitors*".

APC would like to partner with the Park District's Aquatic Serves in the Public Safety Division to offer aquatic programming and water safety education to residents within the decommissioned Alameda Naval Air Station area. Staff seeks authorization to enter into a Cooperative Agreement with APC to provide access to aquatic programming and water safety education at APC and Park District sites.

ANALYSIS

The Cooperative Agreement will provide that the Park District agrees:

1. To designate Lifeguard Services Manager Pete DeQuincy as responsible for communicating with the APC Director of Programs regarding the water safety training, training site, services, staffing, and activities with Park District.

2. To provide staff for services when agreed to by APC.

3. To provide the necessary water safety training equipment.

4. To be jointly responsible with APC for safety of participants, and to monitor participants for compliance with the training site policies and rules, including but not limited to interactions between participants and the training site patrons and APC employees.

5. To comply with training site policies and rules and to use the training site and to minimize risk of damage to the training site.

6. To provide staff and instructors that are trained in mandated reporting.

7. To provide staff for water safety or CPR training at APC site or a designated APC remote site.

8. To provide water safety equipment (goggles, swimsuits, etc.) and materials to families as needed.

9. To provide water safety training to families and providers.

10. To provide a water safety booth at scheduled APC events.

11. To provide qualified APC families a reduced charge rate of $5.00 co-payment for each participant participating in Lifeguard Services fee-based water safety programming.

12. APC will not be collecting any fees for Services

FISCAL IMPACT

The cost of this program is included in the existing Lifeguard Services budget under the Fire Department in the Public Safety Division, approximately $15,000 in staffing. A Regional Parks Foundation grant is also providing funding for programming supplies.

ATTACHMENTS

None

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 –
July 16, 2024

AUTHORIZATION TO EXECUTE A COOPERATIVE AGREEMENT WITH ALAMEDA POINT COLLABORATIVE FOR EDUCATIONAL AND AQUATIC SERVICES

WHEREAS, the East Bay Regional Park District (Park District) is a system of public parklands and trails in Alameda and Contra Costa Counties that comprises over 125,000 acres of parklands, open space and trails; and

WHEREAS, the Park District's 2013 Master Plan states that one of its policies is to "participate in partnerships with public agencies, nonprofit organizations, volunteers and the private sector to achieve mutual goals" and to "improve access to and use of the parks by members of groups that are underrepresented, such as persons with disabilities, the economically disadvantaged, and elderly park visitors;" and

WHEREAS, Alameda Point Collaborative (APC) strives to provide aquatic programming and water safety education for the benefit of the residents within the decommissioned Alameda Naval Air Station area and requires the assistance from the Park District's Aquatic Services; and whereas, APC will not be collecting any fees for Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes entering into a 36-month cooperative agreement with APC through which APC will provide staffing to facilitate and verify families that qualify to enter aquatic programming and water safety education at no direct cost to the Park District; and through which the Park District will provide access to Park District aquatic programming and water safety education at APC and Park District sites; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of EBRPD and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , seconded by Director , and adopted this 16th day of July2024 by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Enter Into Amendment and Restatement of Lease Between Park District and SpectraSite Communications, LLC for Telecommunications Tower
DIVISION	Operations
FROM	Tiffany Margulici, Business Services Manager
	Lisa Goorjian, Assistant General Manager of Operations
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors grant authorization to enter into an amendment and restatement of the lease between East Bay Regional Park District and Spectrasite Communications, LLC, to extend the term of the lease for the purposes of decommissioning their communications facility located in Carquinez Strait Regional Shoreline and removing all related equipment. The extension ("Renewal Term") will be for one six-month period commencing on August 18, 2024, with the possibility of a second six-month extension ("New Renewal Term") ending on August 17, 2025, dependent upon the completion of the removal of the facility. The Rent shall continue in full force and effect through the Renewal Term(s).

BACKGROUND

The Park District has communication sites in 8 parks (24 lease agreements) on Park District lands, including one site owned by the Park District. Most of these sites were pre-existing on the land prior to being acquired by the Park District. The Park District has had a Communication Site Policy since 1982 and the policy was updated in 1994, Resolution No. 1994-10-264. The policy recognizes that many of the existing sites provide essential services required for public safety. The policy further directs that there will be "appropriate compensation" based on market rates. As such, staff tracks publicly available information on communication site rents and recalibrates rental rates accordingly at the start of a new lease term. Furthermore, the policy encourages sites that are not meeting communication and public safety needs to be decommissioned to restore the natural resources and aesthetic values of the surrounding location.

Spectrasite Communications, LLC ("Tenant"), and its predecessors, have had a telecommunications tower at 1001 Arabian Heights Road in the City of Martinez since September 1993. At the time of the original lease, the tower was located on private property. The Park District acquired the property on March 4, 2003, which included the telecommunications tower Resolution No. 2002-4-89. The Tenant has renewed the lease twice since 1993: first in September 1994 and then again in December 2000. The current term will end on August 17, 2024. The site has two compound equipment areas, one with a 71-foot monopole antenna support structure with a 500 square feet foundation and an equipment building of approximately 2,000 square feet.

Spectrasite LLC informed the Park District in late 2023 that they currently had no sub-leases or income being generated from the site. In Spring 2024, Spectrasite LLC provided notice to the Park District that they did not wish to renew the lease and planned to decommission the site.

This amendment will also formally document the Park District's assumption of the original lease, which occurred at the time the property was purchased.

ANALYSIS

This site has historically had low usage and the Park District does not use the site for its own communications. There is already a telecommunications site in this park, operated by Contra Costa County and utilized by the Park District. The Tenant opted to remove the facility rather than continuing to pay rent for this site.

All approvals for the appropriate permits for site removal from Contra Costa County have now been secured by the Tenant. Spectrasite LLC is requesting an extension of the term of the Lease in order to proceed with the work necessary to remove all equipment. Granting the time extension is in the best interest of the public since it will facilitate the Tenant completing the decommissioning of the site in a methodical and orderly manner.

FISCAL IMPACT

The $2,058.07 Monthly Rent shall continue in full force and effect through the Renewal Term(s).

ATTACHMENTS

None

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION
JULY 16, 2024

AUTHORIZATION TO ENTER INTO AMENDMENT AND RESTATEMENT OF LEASE BETWEEN PARK DISTRICT AND SPECTRASITE COMMUNICATIONS, LLC FOR TELECOMMUNICATIONS TOWER

WHEREAS, Spectrasite Communications, LLC ("Tenant"), and its predecessors, has been a tenant on Carquinez Strait Regional Shoreline since September 1993; and

WHEREAS, the Park District acquired this facility and the surrounding parcel on March 4, 2003 Resolution No. 2002-4-89 and wishes to formally document the Park District's assumption of the original lease; and

WHEREAS, the District's 1982 Communication Site Policy, updated in 1994, encourages the decommissioning of telecommunication sites if not serving a public safety or Park District communication function;

WHEREAS, the Tenant has decided to not renew the lease and plans to decommission the site; and

WHEREAS, the Tenant requires a lease extension to allow time to remove the equipment and utilities from the site; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby grant authorization to Enter Into an Amendment and Restatement of the Lease Between East Bay Regional Park District And Spectrasite Communications, LLC for the Telecommunications Tower Lease to extend the term of the lease for one six-month period commencing on August 18, 2024 ("Renewal Term") with the possibility of a second six-month extension ending on August 17, 2025 ("New Renewal Term"), dependent upon the completion of the removal of the facility with the continuation of monthly rent of $2,058.07 through the Renewal Term(s) as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Amend Contracts with BioMaA's Inc. and Nomad Ecology to Increase the On-call Biomonitoring Services Contracts by $100,000 Per Year: District-wide
DIVISION	Acquisition, Stewardship, and Development
FROM	Matthew Graul, Chief of Stewardship
	Ken Wysocki, Assistant General Manager of Acquisition, Stewardship and Development
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors i amend contracts with BioMaA's Inc. and Nomad Ecology to increase the on-call biomonitoring services contracts by $100,000 per year. The capacity of the following firms for on-call biological services will be increased for the remaining three years of the contracts by the following amounts:

a) BioMaA's, Inc.'s capacity will increase by $100,000 to $200,000 annually; and
b) Nomad Ecology's capacity will increase by $100,000 to $200,000 annually.

The capacity of AECOM, Sequoia Ecological Consulting, and Swaim Biological Incorporated will remain unchanged at $100,000 annually.

BACKGROUND

The East Bay Regional Park District (Park District) requires biological services to comply with regulatory requirements for its construction, routine maintenance, and restoration projects. The biological services typically include pre-construction surveys for wildlife and plants and on-site biomonitoring during project construction. Occasionally, projects will also include long-term post-construction monitoring.

While a limited number of Park District staff are qualified to provide these services, the volume of services required exceeds the capacity of current Park District staffing, mainly because the nature of the work is seasonal, requiring multiple small maintenance projects to be completed simultaneously. Therefore, as in past years, the Park District sought outside consultants to provide as-needed biological services. The Board of Directors awarded similar on-call contracts on February 6, 2018, contributing to the successful completion of many routine maintenance projects. In addition, on-call biologists provide surveys and construction monitoring for newly listed wildlife species that inhabit our parks, like the Crotch's bumble bee, western pond turtle, and longfin smelt.

To continue to meet these obligations, the Park District issued a Request for Qualifications (RFQ) for biological services in July 2021. The Park District received sixteen (16) proposals. A Park District staff selection committee reviewed the proposals based on experience, qualifications, approach, and other factors such as capacity and breadth of species coverage. Based on this evaluation, staff determined the above-referenced five (5) firms to be the highest qualified and most responsive to the request for qualifications.

On November 2, 2021, by Board Resolution 2021-11-302, the Board of Directors approved the execution of five three-year on-call contracts for biological services with an option to renew at the Park District's sole discretion for an additional two years.

On-call contracts for these specialized services are standard best practices for public agencies and large land managers. Given the nature of on-call contracts, the Park District is not obligated to issue specific projects or a certain number of projects to the firm. This gives the firm a greater incentive to complete each job promptly and deliver high-quality services for each project to receive future projects through the contract.

The biological on-call contracts save staff time from processing individual contracts. After several years, some firms' skills and expertise have become critically important for responding timely to biomonitoring requests. Since the issuance of the initial RFQ, the amount of biological monitoring needs has increased, and an additional on-call biological monitoring support beyond what was estimated by staff in 2021 is needed. An example is the need for nesting bird surveys before hazardous tree removal during the nesting bird season (February 1 – August 31), a service that was not considered during initial estimates. To meet this increased need for biological surveys and monitoring, the Park District seeks to increase the capacity of two contracts under the existing biomonitoring on-call.

Given the volume of work anticipated over the next three years, utilizing outside consultants on as-needed biological services supports staff in completing this critical work.

The following table lists the previously approved five (5) biological monitoring firms approved by Board Resolution 2021-11-302, their increased value requested in this board action, and the revised total annual contract amounts.

On-call Biological Firms	Original Annual Value	Amended Annual Increase	Revised Annual Contract Value
1. AECOM	$ 100,000		$ 100,000
2. BioMaAs, Inc.	$ 100,000	$100,000	$ 200,000
3. Nomad Ecology	$ 100,000	$100,000	$ 200,000
4. Sequoia Ecological Consulting	$ 100,000		$ 100,000
5. Swaim Ecological Consulting	$ 100,000		$ 100,000
Annual Capacity Total	**$ 500,000**	**$ 200,000**	**$ 700,000**

Access to a large breadth of firms with overlapping services has allowed for sufficient coverage during urgent and narrow time frames. Ensuring that the Park District has qualified, readily available specialists on-call has helped to improve staff's ability to meet project requirements and fulfill permit conditions in a timely manner.

ANALYSIS

The Park District could require each project manager to solicit individual bids from such firms on a project-by-project basis. This process is time-consuming and limits the Park District's ability to respond quickly to situations where biological services are needed in the immediate term. Since these firms have already been vetted as fully qualified and responsive, establishing on-call contracts allows each project manager maximum flexibility and efficiency in addressing the technical needs of their respective project.

FISCAL IMPACT

These will be on-call capacity contracts with no minimum contract value. These on-call contracts allow project managers to request biological monitoring services necessary to complete Park District projects. Funding for the contracts will be provided by the associated project's budget or operating funds before the work may begins.

ATTACHMENTS
None.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 -07 -
JULY 16, 2024

AUTHORIZATION TO AMEND CONTRACTS WITH BIOMAA'S INC. AND NOMAD ECOLOGY TO INCREASE THE ON-CALL BIOMONITORING SERVICES CONTRACTS BY $100,000 PER YEAR: DISTRICT-WIDE

WHEREAS, the East Bay Regional Park District (Park District) requires biological services to assist with wildlife and plant surveys and provide compliance monitoring during construction to meet regulatory requirements for its restoration and routine maintenance projects; and

WHEREAS, on July 21, 2021, a Request for Qualifications (RFQs) for On-Call Biological Services was issued, and a Park District staff selection committee reviewed and ranked sixteen proposals, and selected five firms: BioMaAs, Inc., Nomad Ecology, AECOM, Sequoia Ecological Consulting and Swaim Biological Incorporated, to provide expertise in wildlife and plant surveys, and biological monitoring with agency approved biologists and monitors; and

WHEREAS, on November 2, 2021, by Board Resolution 2021-11-302, the board approved the execution of five three-year on-call contracts each for biological services with an option to renew at the Park District's sole discretion for an additional two years; and

WHEREAS, the biological on-call contracts have saved staff time processing individual contracts, and after a couple years, some firms' skills and expertise have been highlighted, and increasing those firms' capacity will continue to aid the Park District's efforts to maintain and restore the lands and stay in permit compliance; and

WHEREAS, on-call contracts for these types of specialized services are a standard best practice for public agencies and large land managers;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes amendments to the BioMaAs, Inc. and Nomad Ecology contracts for on-call biological services and increases capacity by $100,000 to $200,000 annually as presented to the Board of Directors on July 16, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:

ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Amend Contract with 2Air, Inc., to Provide Telecommunication Services in the Amount of $75,000
DIVISION	Finance and Management Services
FROM	David Rusting, Chief Information Services Officer, Deborah Spaulding, Assistant General Manager of Finance and Management Service / Chief Financial Officer
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION
The General Manager recommends that the Board of Directors of the East Bay Regional Park District (Park District) authorize amendment of the contract with 2Air, Inc. to allow leased location services and maintenance of the Park District's telecommunication network in the amount of $75,000.

BACKGROUND
The telecommunication infrastructure for the Park District supports the operation of computers and connected systems. This infrastructure is comprised of multiple types of technologies, including high frequency antennas. These antennas are located on leased properties as well as Park District property. Del Valle is the most significant of these sites, and this antenna infrastructure allows the Park District to have network connectivity to the site.

ANALYSIS
2Air Inc. is a company that specializes in high-frequency telecommunications, providing both leased location services, and equipment services and support. The Del Valle site connectivity was implemented using this technology, and it requires routine maintenance and support to ensure proper operations. The existing leases and contract need to be updated to adhere to current Park District contracting standards, as well as provide a method for continued operational support for this part of the network. Board authorization is needed as the purchase amount exceeds $50,000.

The Board could choose not to proceed with the purchase, but this is not recommended due to the need to maintain the telecommunication for the Park District daily business operations.

FISCAL IMPACT
The contract cost is estimated at $75,000 for lease and support services. Budgeted funds are available in the Information Services General Fund operating budget (101-4150- 000-6191) in the amount of $75,000.

ATTACHMENTS
None.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO AMEND CONTRACT WITH 2AIR, INC., TO PROVIDE TELECOMMUNICATION SERVICES IN THE AMOUNT OF $75,000

WHEREAS, the East Bay Regional Park District (Park District) utilizes 2Air, Inc. for leases and maintenance of the Park District's telecommunication network; and

WHEREAS, 2Air Inc. is the Park District's designated vendor for specialized high frequency telecommunication network; and

WHEREAS, all purchases in excess of $50,000 require approval by the Board of Directors; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes execution of an amendment to the contract with 2Air, Inc. for leased services and maintenance of the Park District's telecommunication network in the amount of $75,000 as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Amend Contract with ENT, Inc., to Provide Technical Project and Support Services in the Amount of $185,000
DIVISION	Finance and Management Services
FROM	David Rusting, Chief Information Services Officer
	Deborah Spaulding, Assistant General Manager of Finance and Management Services/Chief Financial Officer
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors of the East Bay Regional Park District (Park District) authorize the execution of an amendment to increase the contract with ENT, Inc. to a total contract amount of $185,000 for information technology project support and services.

BACKGROUND

The Park District requires a variety of technology supports services as part of its daily operations. In order to meet this demand, specialized expertise from industry vendors are leveraged so that specific services and projects can be completed successfully. These multiple efforts include technology support for detailed network documentation, on-demand systems administration, and public meeting support.

ENT, Inc. services were piloted for on-demand audio visual support for public meetings in the Fall of 2023. These services have been effective, and as a result in 2024 this was continued, as well as engaging different expertise on a backlog of project tasks, such as detailed network documentation. This increase in services requires an amendment to the contract with ENT, Inc.

ANALYSIS

ENT, Inc. provides the Park District technology expertise and services. These are being conducted under two separate contracts, one for audio-visual/public meeting support ($35,241.25), and the other for Information Technology (IT) consulting services ($49,750.00). The preferred approach is to have a single services agreement, with amendments to it to ensure consistency in terms and conditions, as well as more efficient tracking of expenses. It is estimated the remaining expense for 2024 will be $100,008.75, for a total of $185,000. Board authorization is necessary since the purchase amount exceeds $50,000.

FISCAL IMPACT

The total cost estimated for 2024 is $185,000 for audio/visual public meeting support and IT consulting services.

Funds are available in the Information Services General Fund operating budget (101-4150-000-6443) to use for this contract.

ATTACHMENTS

None.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO AMEND CONTRACT WITH ENT, INC., TO PROVIDE TECHNICAL PROJECT AND SUPPORT SERVICES IN THE AMOUNT OF $185,000

WHEREAS, the East Bay Regional Park District (Park District) utilizes ENT, Inc. for Park District technical project and support services to the Park District; and

WHEREAS, staff estimates these services to requires a contract of $185,000; and

WHEREAS, funds are available in the Information Services Operating Budget 101-4150- 000- 6921; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes the execution of an amendment to the contract with ENT, inc. in the amount of $185,000 as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

GENERAL MANAGER

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Execute a Letter of Intent with the Guidiville Rancheria of California and the City of Richmond for the Acquisition of Property at Point Molate, Richmond, California: Point Molate
DIVISION	General Manager's Office
FROM	Ken Wysocki, Assistant General Manager of Acquisition, Stewardship & Development
APPROVED	Sabrina Landreth, General Manager Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors authorize the execution of a Letter of Intent with the Guidiville Rancheria of California and the City of Richmond related to the acquisition of property at Point Molate, located in the City of Richmond on the Point San Pablo Peninsula.

BACKGROUND

The Point Molate naval facility dates to 1942 when it served as a United States Navy ("Navy") fuel storage and transfer station. In 1997, with the expected decommissioning of the naval facilities by the Navy, the "Point Molate Reuse Plan" was developed and approved by the Richmond City Council. In September 2003, the Navy transferred approximately 90% of the former naval facility property to the City of Richmond ("City"). In 2008, the Navy and City negotiated an Early Transfer Cooperative Agreement which transferred the environmental obligations on the site to the City and obligated the Navy to pay the City in order to perform the remediation work. In March 2010, the remaining 10% of the property transferred to the City.

In 2020, the Richmond City Council approved entitlements for the Point Molate Mixed-Use Project, which provided for 70 percent open space and 30 percent development on the former naval facility and created new parcels for the property originally transferred to the City by the Navy. The new parcel map created forty-four (44) separate lots over approximately 81.56 acres of land at Point Molate. The Point Molate Mixed-Use Project did not proceed forward, and in 2022, pursuant to the terms of a federal court judgment that prescribed ownership of the property as between the Guidiville Rancheria of California and the City, Lots 1-44 at Point Molate were transferred from the City to Point Molate Futures, LLC (PMF) an entity that is wholly owned by the Guidiville Rancheria of California.

Over the last two years, the East Bay Regional Park District ("Park District") has been in negotiations regarding the potential acquisition of property at Point Molate, which has led to a non-binding Letter of Intent (LOI) between the City, PMF, and the Park District for Lots 1-44.

ANALYSIS

The LOI provides the parties with a clear path forward for the acquisition and creation of an important community amenity, which has been a recognized goal for many years. The Park District's 2013 Master Plan and the Bay Conservation and Development Commission's San Francisco Bay Plan both have called for a regional park at Point Molate. It has been a long-standing vision to have a regional park for all Richmond and Bay Area residents and ensuring the East Bay shoreline is preserved as open space for all to enjoy remains a top priority of the Park District. Few opportunities remain to create significant parkland in the Bay Area, especially in the Richmond region.

Should the LOI be fully executed, the parties will prepare a Purchase and Sale Agreement, which will be brought back to the Board for approval. The LOI includes a purchase price of $40 million for Lots 1-44 (81.56 acres). An independent appraiser conducted valuation work, which determined the fair market value to be $57.65 million, which supports the $40 million purchase price. The proposed funding for the acquisition is expected to come through a $36 million grant in partnership with the California State Coastal Conservancy (SCC) and $4 million of Park District funding.

Additional key terms in the LOI, which would be memorialized in a Purchase and Sale Agreement, include the following:

- Park District would deposit $1 million in escrow as earnest money deposit. Of this $1 million, $250,000 would be creditable to purchase price, immediately released to PMF and non-refundable except for breach by PMF. The remaining $750,000 would also be creditable to purchase price and released upon the Park District waiving certain conditions during the due diligence period, including SCC approvals.
- Park District would reimburse PMF $1 million for reasonable fees in connection with the acquisition of the property.
- Park District would enter into an operation and management cost sharing agreement with the City to assist with the maintenance and security of the property for up to one year following closing. The City's obligation during that year would be limited to $400,000. Following the closing, the Park District would remain committed to engaging in equity outreach and planning, including conducting community and stakeholder park planning outreach for future park development.

The closing on the property is intended to occur no later than January 15, 2025.

FISCAL IMPACT

The majority of the $40 million acquisition cost will be funded using the $36 million grant from the SCC. The remaining $4 million will be funded using the Park District's Measure WW Acquisition funds: Point San Pablo Peninsula Measure WW Area ($3,824,345) and WW Acquisition Contingency Funds ($175,655). An additional $1 million will be allocated from the Measure WW Acquisition Contingency fund for PMF's fees associated with the acquisition. This will deplete the Point San Pablo area WW fund and leave a balance of $18,182,858.06 remaining in the Measure WW Acquisition Contingency fund.

The Measure WW funds will be appropriated to the existing project for Pt. Molate Acquisition (252600). These appropriations would be approved by the Board as part of the Purchase and Sale agreement approval.

SOURCES OF FUNDS	
Point San Pablo Peninsula WW Area 333-7330-000-7010/252600WP50-100	$3,824,345
WW Acquisition Contingency Funds 333-7339-464-7010/252600WP68-100	1,175,655
SCC Grant	36,000,000
Total Funds Available	**$41,000,000**

ATTACHMENTS

None.

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO EXECUTE A LETTER OF INTENT WITH THE GUIDIVILLE RANCHERIA OF CALIFORNIA AND THE CITY OF RICHMOND FOR THE ACQUISITION OF PROPERTY AT POINT MOLATE, LOCATED IN THE CITY OF RICHMOND ON THE POINT SAN PABLO PENINSULA

WHEREAS, the Point Molate naval facility on Point San Pablo Peninsula, within the City of Richmond first dates to 1942 when it served as a United States Navy ("Navy") fuel storage and transfer station; and

WHEREAS, in 1997, with the expected decommissioning of the naval facilities by the Navy, the "Point Molate Reuse Plan" was developed and approved by the Richmond City Council; and

WHEREAS, in September 2003, the Navy transferred the majority of the former naval facility to the City of Richmond ("City"); and

WHEREAS, in 2020, the Richmond City Council approved entitlements for the Point Molate Mixed-Use Project, which ultimately did not proceed forward, but provided for 70 percent open space and 30 percent development on the former naval facility property; and

WHEREAS, in 2022, pursuant to the terms of a federal judgment between the Guidiville Rancheria of California and the City, the developable property, approximately 81.56 acres of land (commonly known as Lots 1 – 44) ("the Property") were transferred from the City to Point Molate Futures, LLC an entity that is wholly owned by the Guidiville Rancheria of California with the intent to market and sell the Property; and

WHEREAS, the City, the Guidiville Rancheria of California and the East Bay Regional Park District (Park District) have been in discussions regarding the Park District's potential acquisition of the Property; and

WHEREAS, the parties have negotiated a non-binding Letter of Intent (LOI) between the City, Point Molate Futures, LLC (PMF), and the Park District for the acquisition of the Property at Point Molate;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorized the execution of a Letter of Intent with the Guidiville Rancheria of California and the City of Richmond for the acquisition of the Property at Point Molate, located in the City of Richmond on the Point San Pablo Peninsula as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the General Manager to sign the Letter of Intent on behalf of the East Bay Regional Park District; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

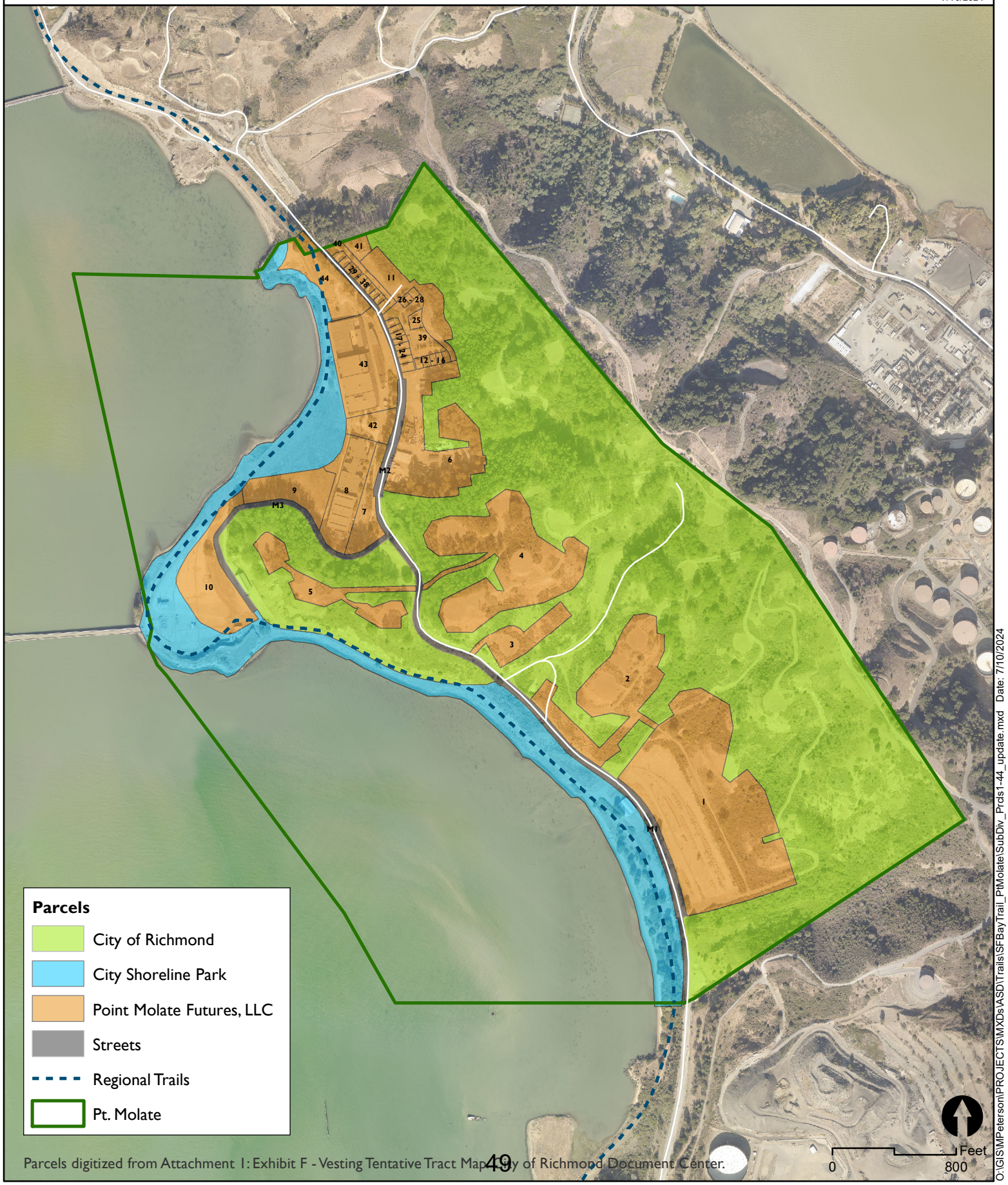
AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

LETTER OF INTENT - EXHIBIT A

Pt. Molate

7/10/2024



Parcels digitized from Attachment 1: Exhibit F - Vesting Tentative Tract Map - City of Richmond Document Center.

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East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Presentation on Voter Survey Findings from April 2024 Poll by Tulchin Research
DIVISION	General Manager's Office
FROM	Erich Pfuehler, Chief of Government and Legislative Affairs
	Dr. Ana M. Alvarez, Deputy General Manager
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION
This is an informational item only.

BACKGROUND
Tulchin Research, based in San Francisco, is a survey research firm with over four decades of experience in public opinion research and strategic consulting. Tulchin Research has experience in successfully conducting focus group and survey research projects over the last four decades. In 2022, Tulchin Research received the Pollster of the Year award from the American Association of Political Consultants. Tulchin Research has worked with a variety of environmental agencies and organizations including San Francisco Recreation and Parks, Yosemite Restoration Trust, and the Environmental Defense Fund. As an outcome of this experience, Tulchin Research has extensive knowledge in conducting research on open space, conservation, and environmental issues.

In February 2023, the East Bay Regional Park District (Park District) worked with Tulchin Research on a quantitative voter survey that found strong support for the Park District, but more tepid support for contributing additional funding for services through a local tax measure. The Park District has a strong history of annually surveying the East Bay public and voters to maintain longitudinal records. These surveys are a part of the effort to maintain an on-going understanding of the issues in which East Bay voters are interested in as it relates to the Park District's service delivery.

ANALYSIS
A report will be presented on the results of a quantitative voter survey to measure familiarity with the Park District's work, as well as what would make voters more likely to support a future revenue measure. The results are part of a two-step research approach which included focus groups. The report will be used to better understand what issues, interests and external events are impacting voter perception of additional investments in the Park District's service delivery.

FISCAL IMPACT
None.

ATTACHMENTS
PowerPoint Presentation.

East Bay Regional Park District: Parcel Tax Research

Poll of Likely November 2024 General Election Voters

Presented by:
Ben Tulchin, Corey O'Neil, Corey Teter, Kelsey Bullis,
Asha Gupta, & Caroline Joseph

Tulchin Research

April 2024

East Bay Regional Park District

TULCHIN RESEARCH
Better Data. Better Strategy.

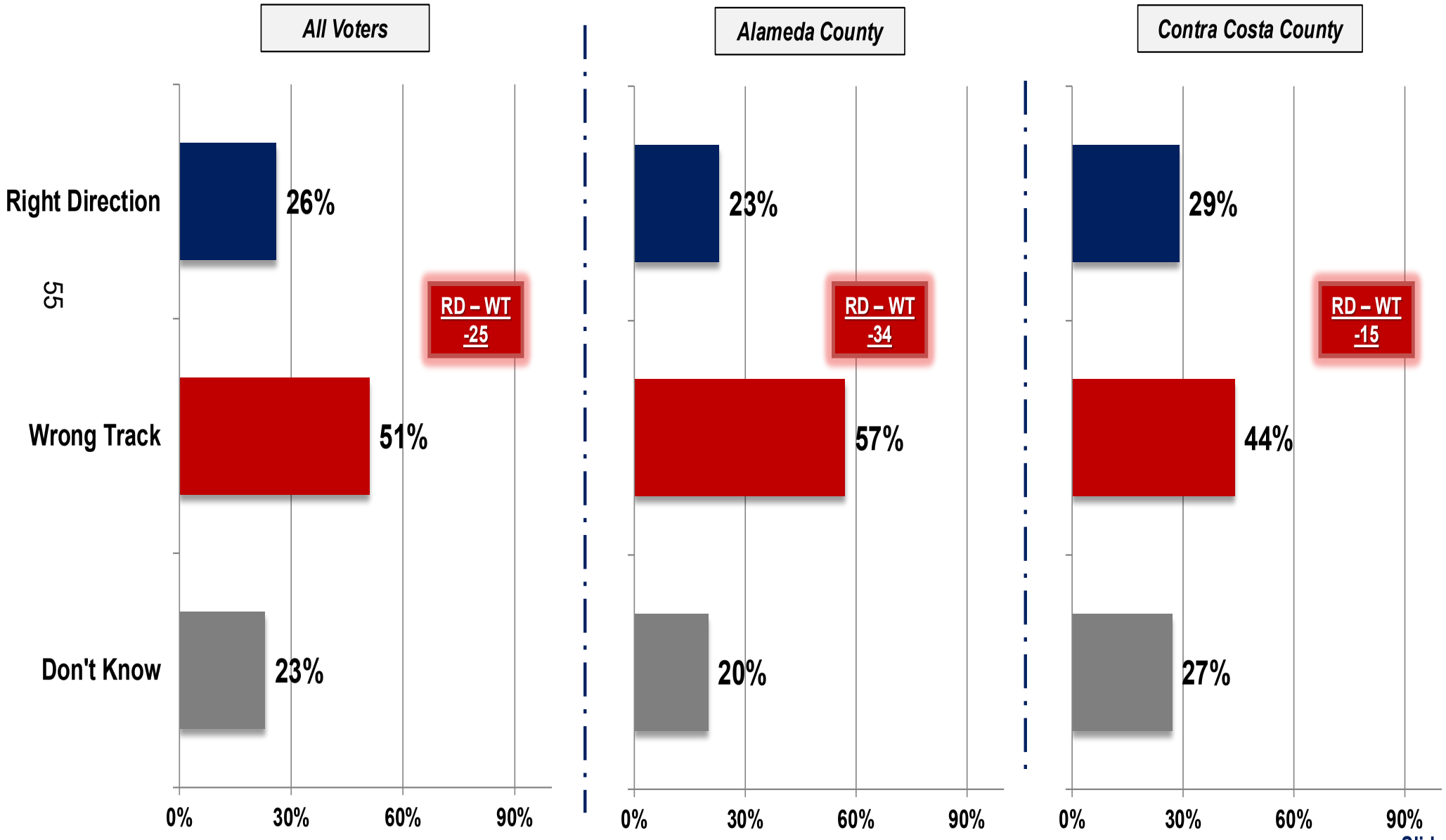
Methodology

- Multi-modal survey in the East Bay Regional Park District (Alameda and Contra Costa Counties).
- Survey conducted among 800 likely November 2024 voters.
  - February 2023 Benchmark Poll: Survey conducted among 500 likely November 2024 voters.
- Fielding conducted April 9-16, 2024.
  - February 2023 Poll: Fielding conducted February 1-6, 2023.
- Live phone interviews conducted by professional callers in English, Spanish and Chinese (Mandarin and Cantonese) and dialing both landlines and cell phones as well as interviewing a portion of respondents online through e-mails and text messages from the voter file.
- The margin of error is ± 3.46% for the full 800 sample.
  - February 2023 Benchmark Poll: The margin of error is ± 4.38% for the full 500 sample.

General Mood & Sentiments

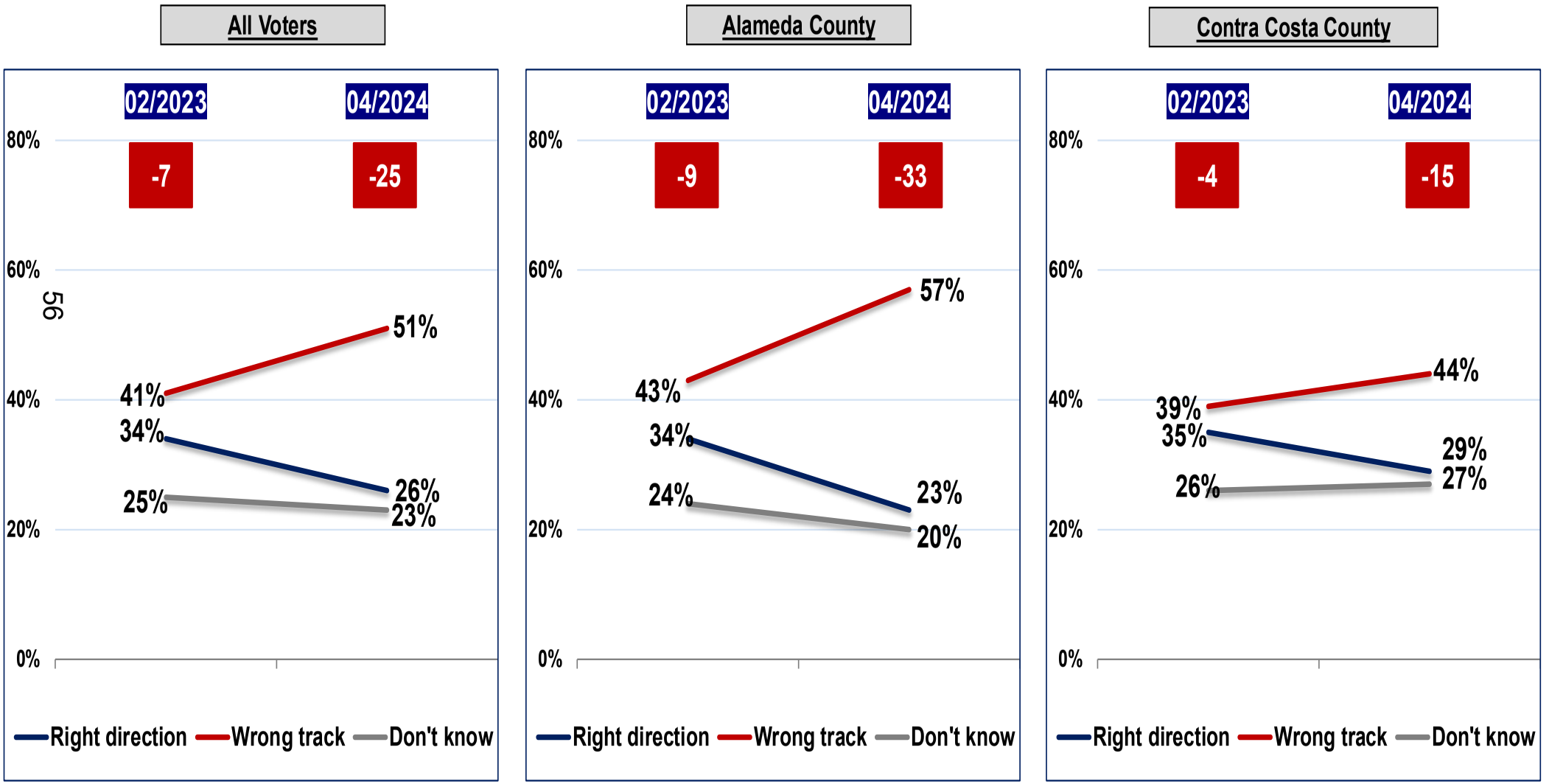
General Mood of EBRPD Voters By County

*Do you feel things in **[ALAMEDA/CONTRA COSTA]** County are going in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?*



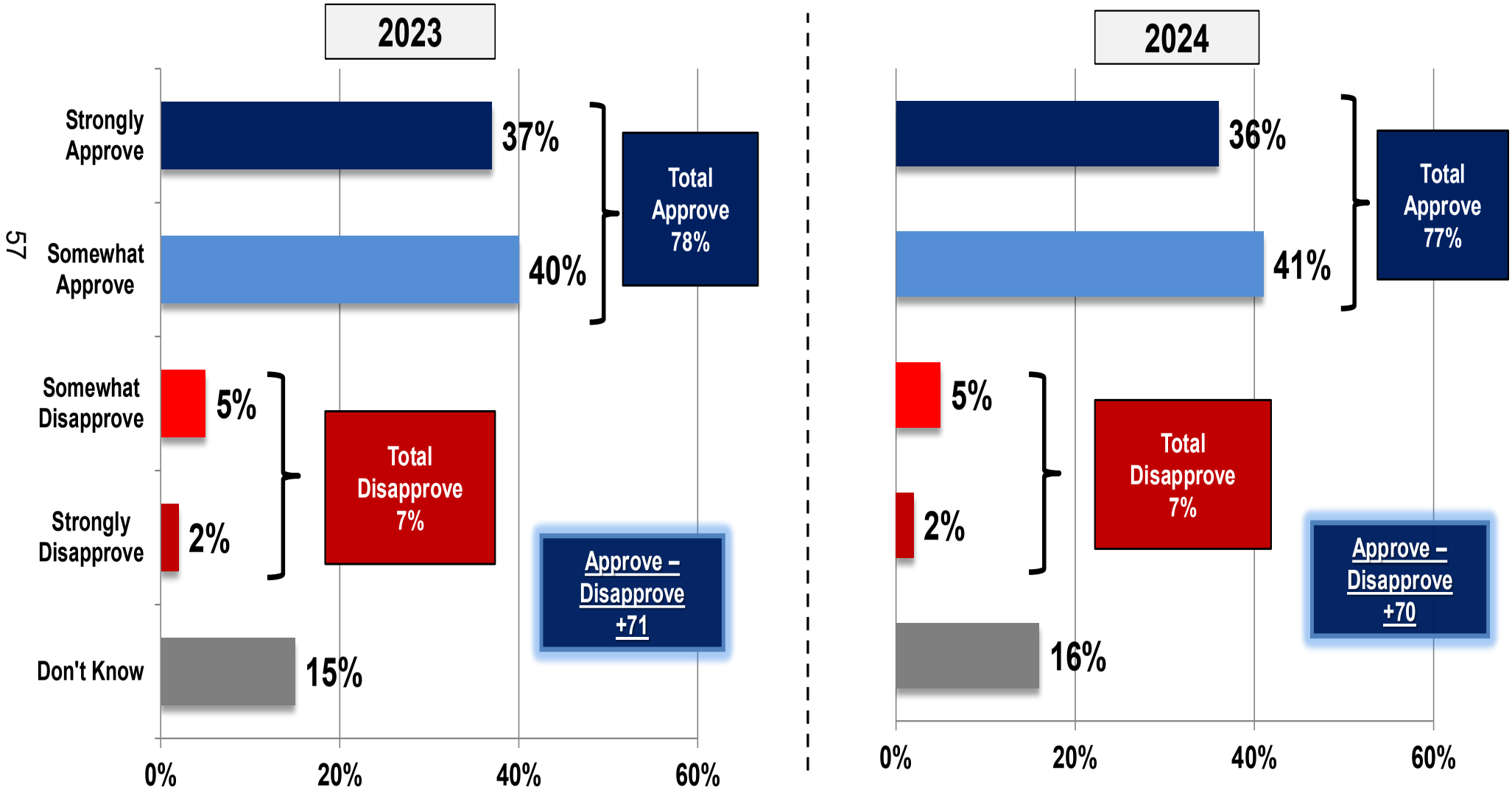
EBRPD Voters Are More Pessimistic Now Than in 2023

*Do you feel things in **[ALAMEDA/CONTRA COSTA]** County are going in the right direction, or do you feel things have gotten pretty seriously off on the wrong track?*



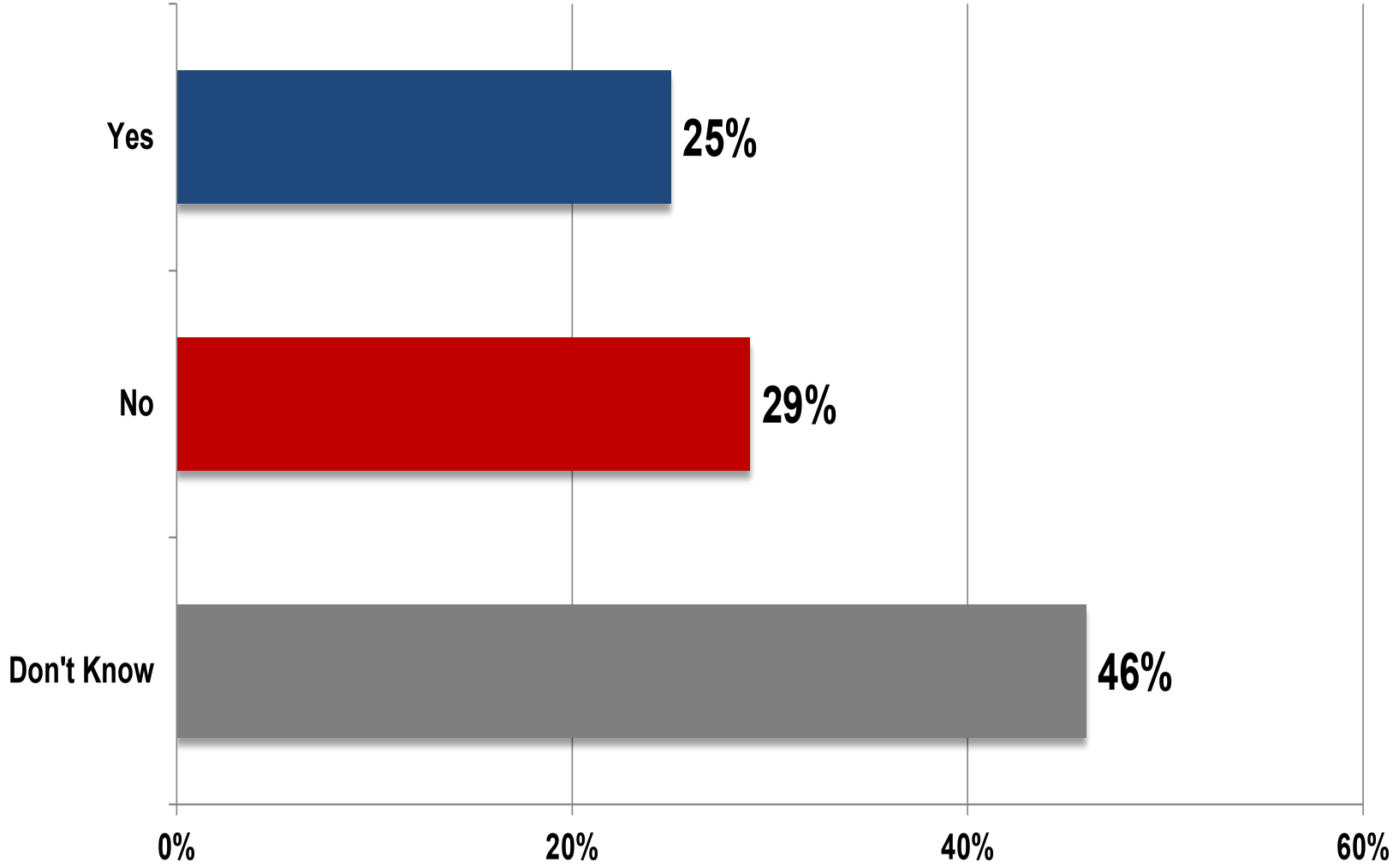
EBRPD Approval Ratings Remain Positive and Largely Unchanged

As you may know, the East Bay Regional Park District operates a system of regional parks and trails in both Alameda and Contra Costa Counties. Do you strongly approve, somewhat approve, somewhat disapprove, or strongly disapprove of how East Bay Regional Park District operates and maintains these regional parks and trails?



Voters Largely Unaware of EBRPD Funding for Maintenance, Just a Quarter Believe the District has Enough Funding

Do you feel that the East Bay Regional Park District currently has enough funding to maintain the parks, trails and facilities they manage across both Alameda and Contra Costa Counties, or not?



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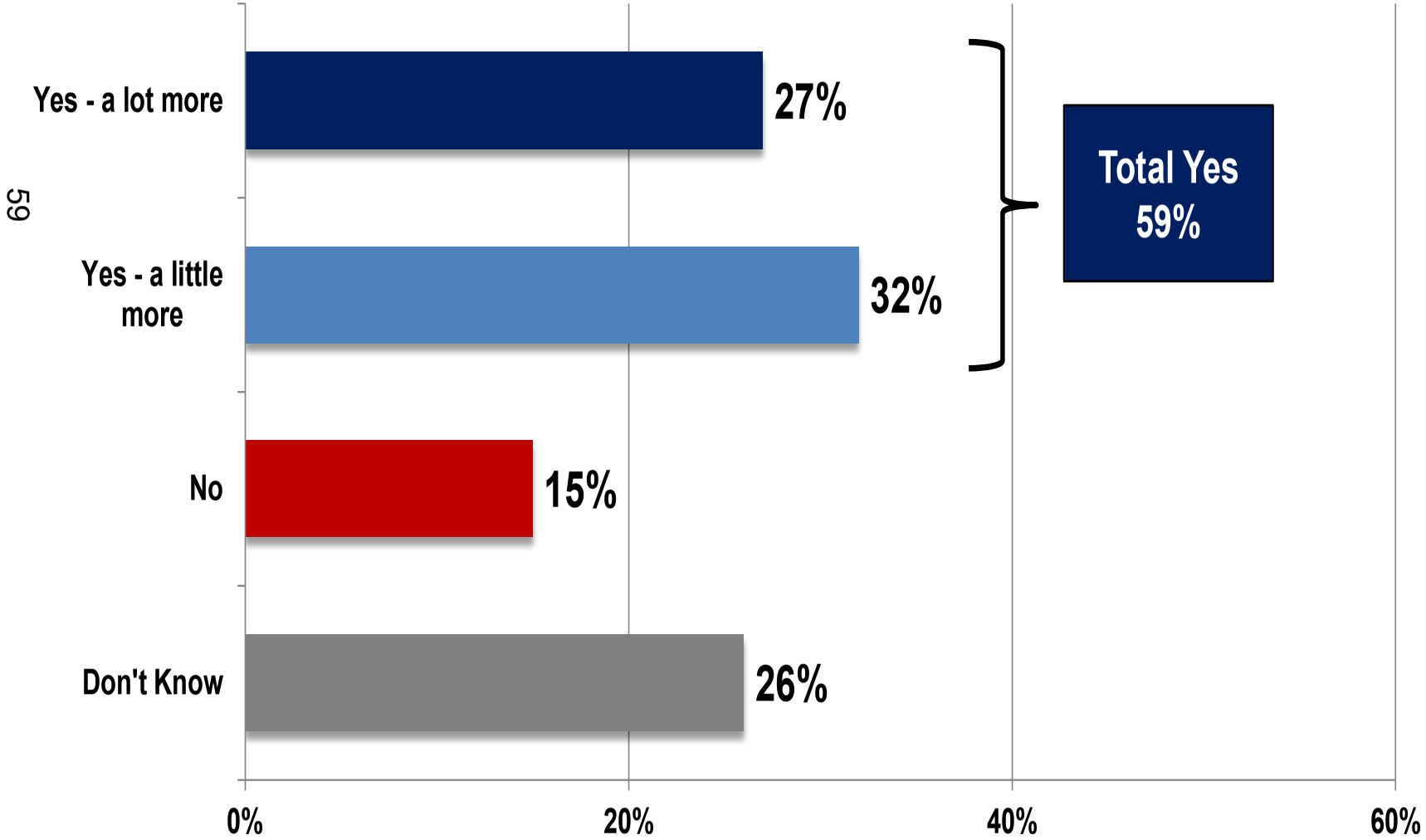
A Solid Majority of Voters Believes EBRPD Could Benefit from Additional Funding

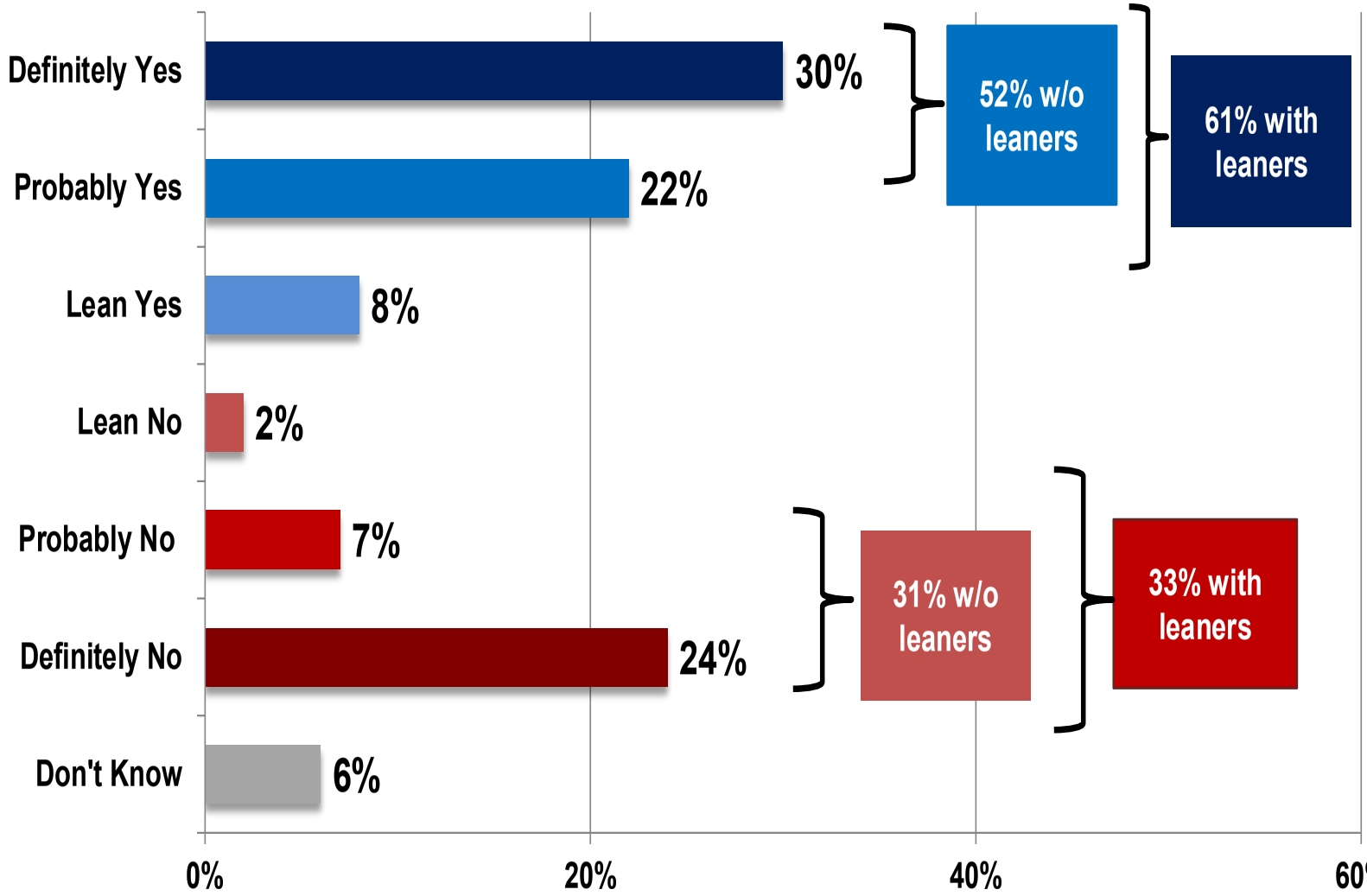
*Do you feel that the East Bay Regional Park District could benefit from additional funding to improve operations and maintenance of parks, trails and facilities? **[IF YES]:** Is that a lot more funding or a little bit more funding?*



EBRPD Funding Measure Support

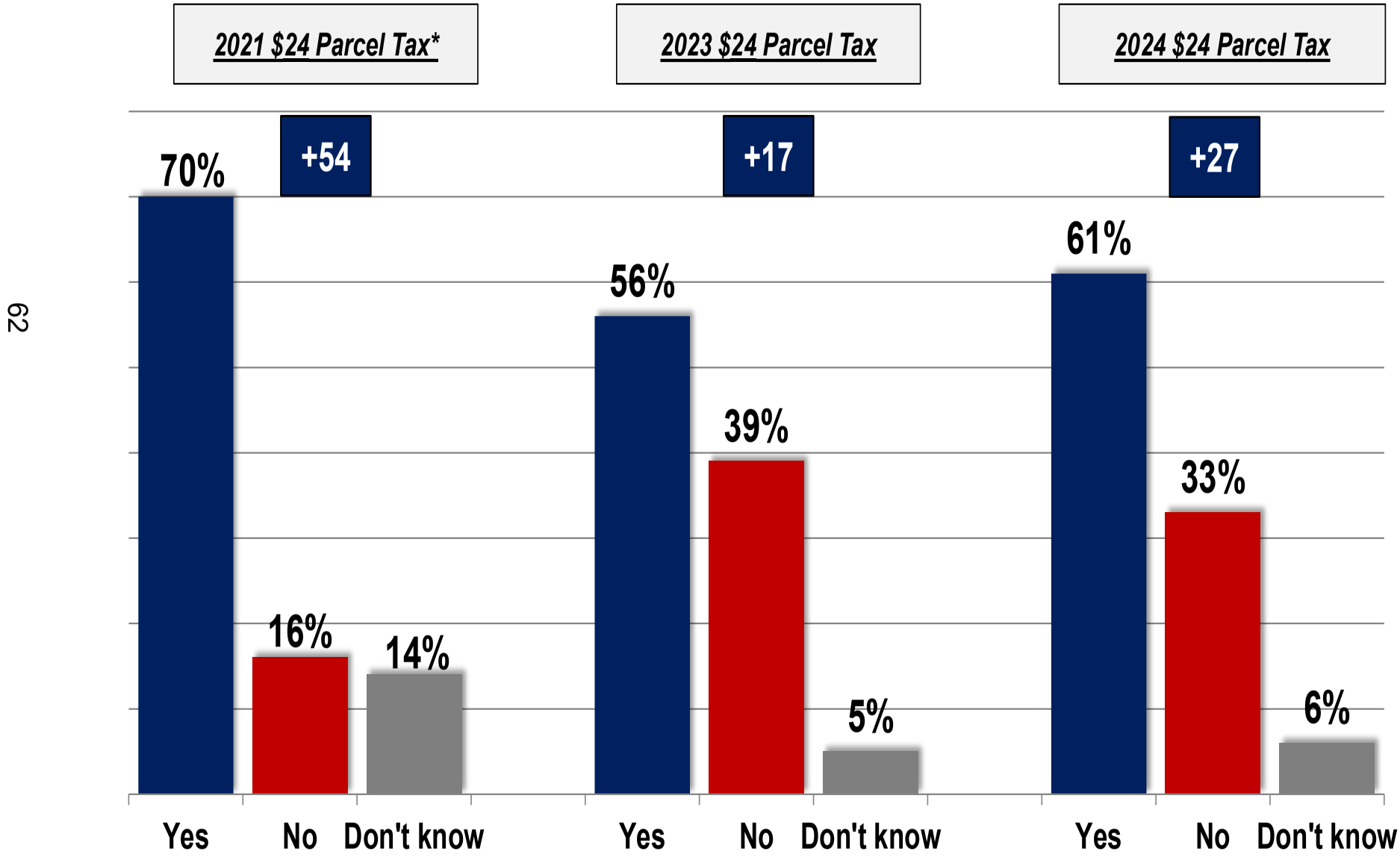
Majority Support for a $24 Parcel Tax

To preserve and maintain parks and regional trails for future generations; reduce catastrophic wildfire risk with proactive vegetation management; repair damage from flooding, landslides and erosion and prevent future extreme weather damage; and restore wildlife habitats and improve access to parks and trails; shall East Bay Regional Park District levy a parcel tax of $24 per parcel per year, generating twenty-one million dollars annually and sunsets after 18 years with mandatory annual independent financial audits and citizen oversight?



61

Higher Levels of Support for Parcel Tax Now than in 2023, But Still Below 2/3 Threshold Needed to Pass

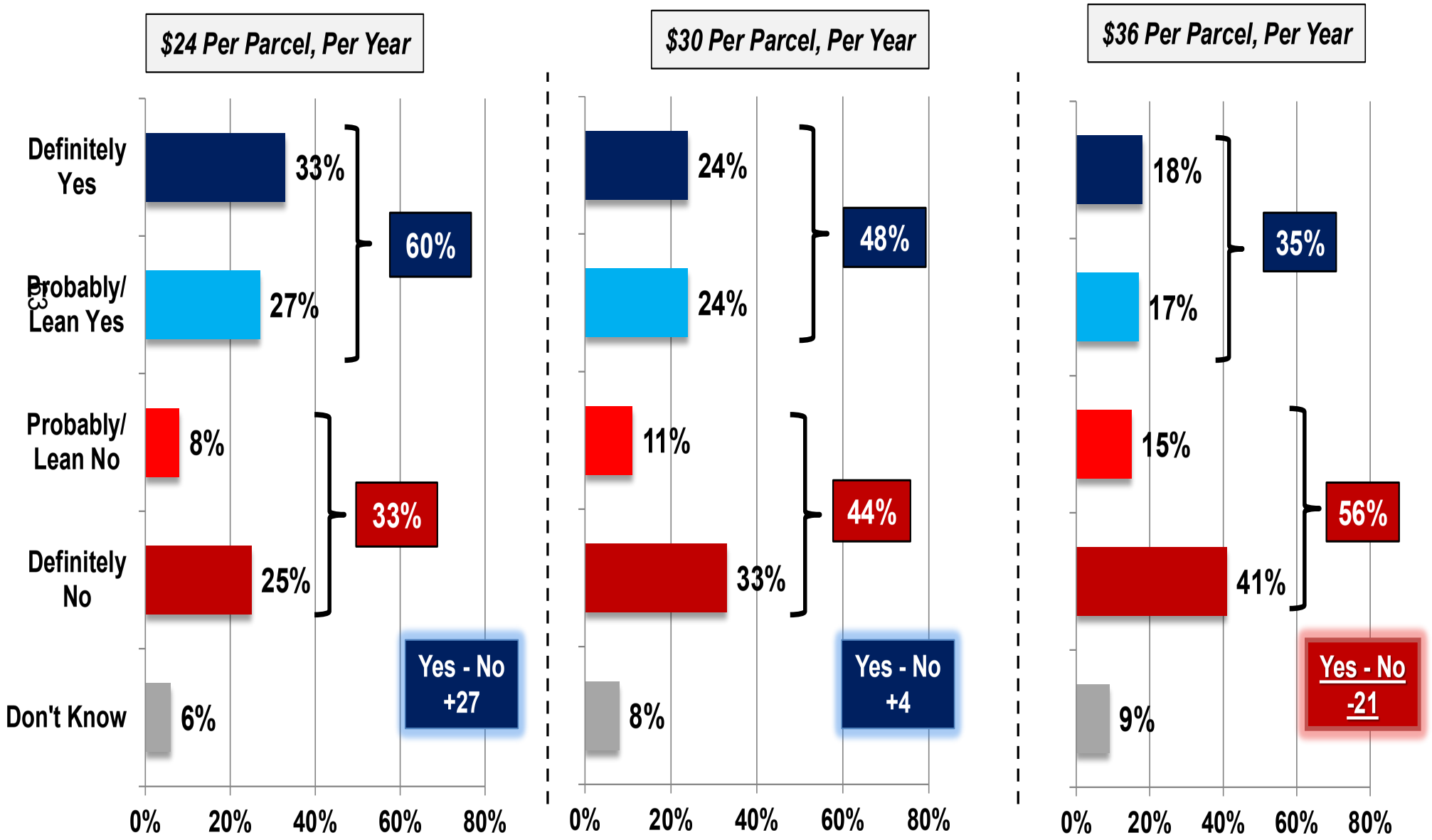


62

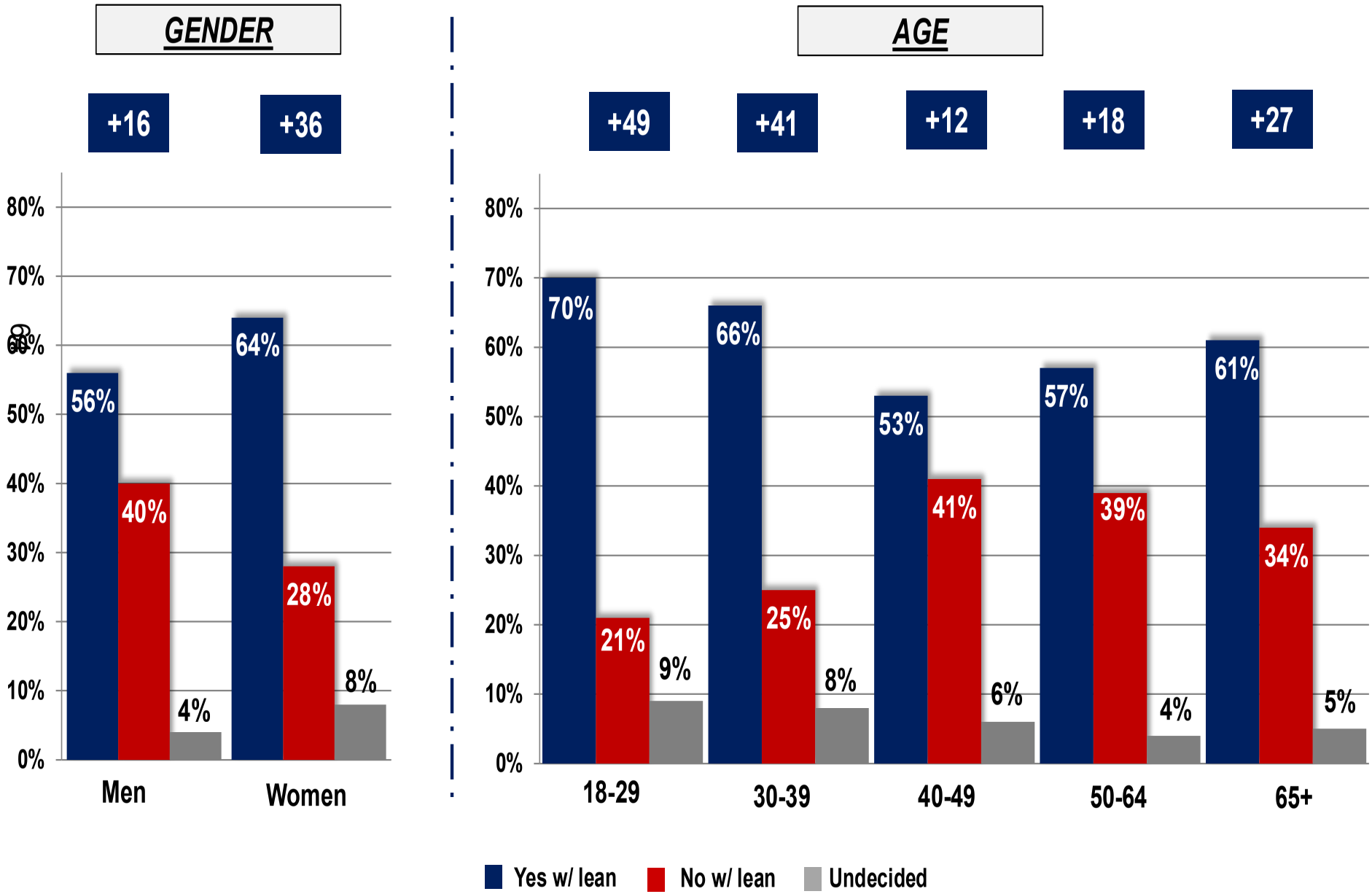
*Data from Lake Research Poll conducted 11/21 **Totals include leaners

Voters Are Cost Sensitive; Lower Dollar Amount Preferred

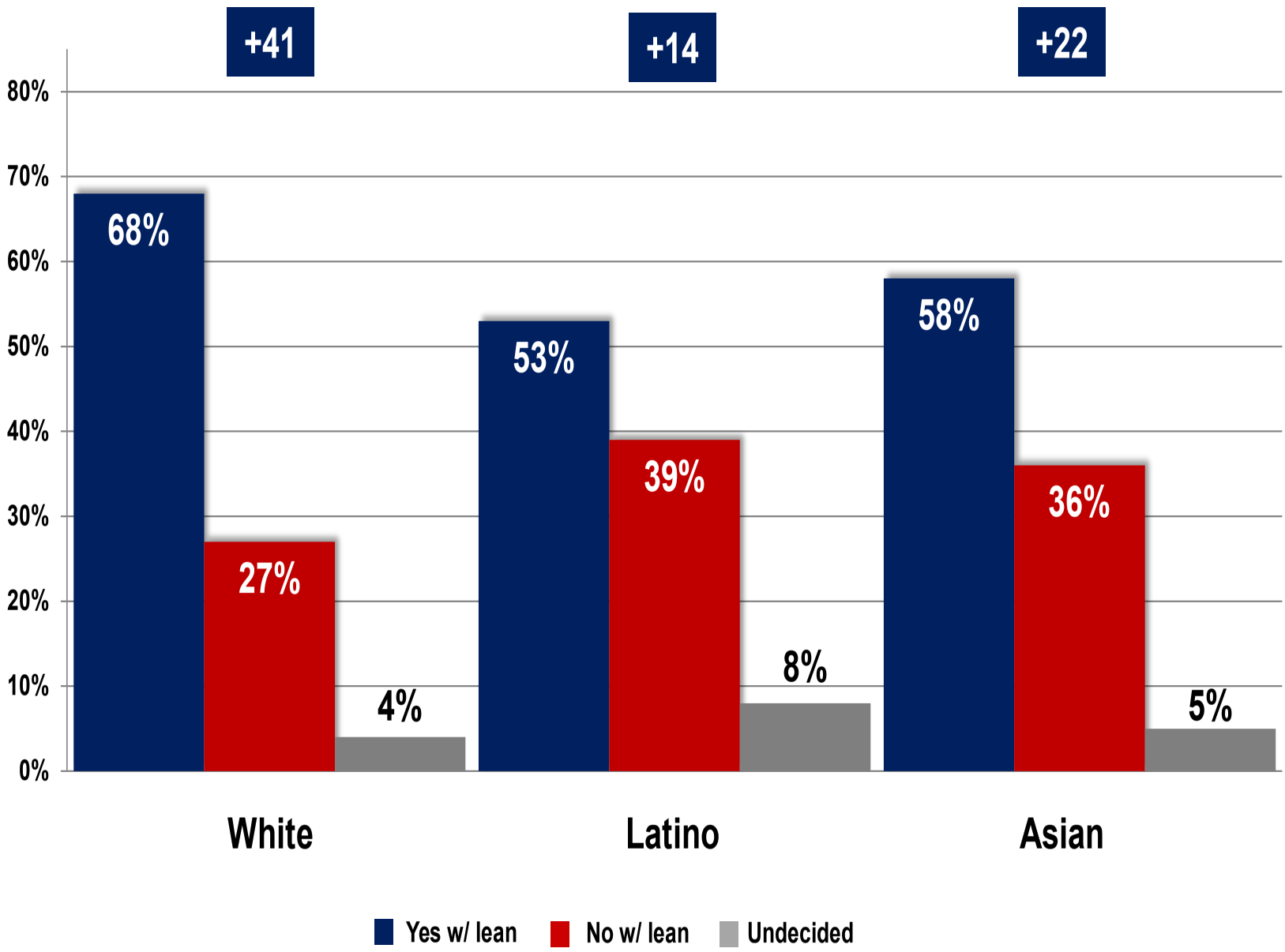
*What if the parcel tax you just heard about was for **(amount)**? Would you vote yes in favor of it, or no to oppose it?*



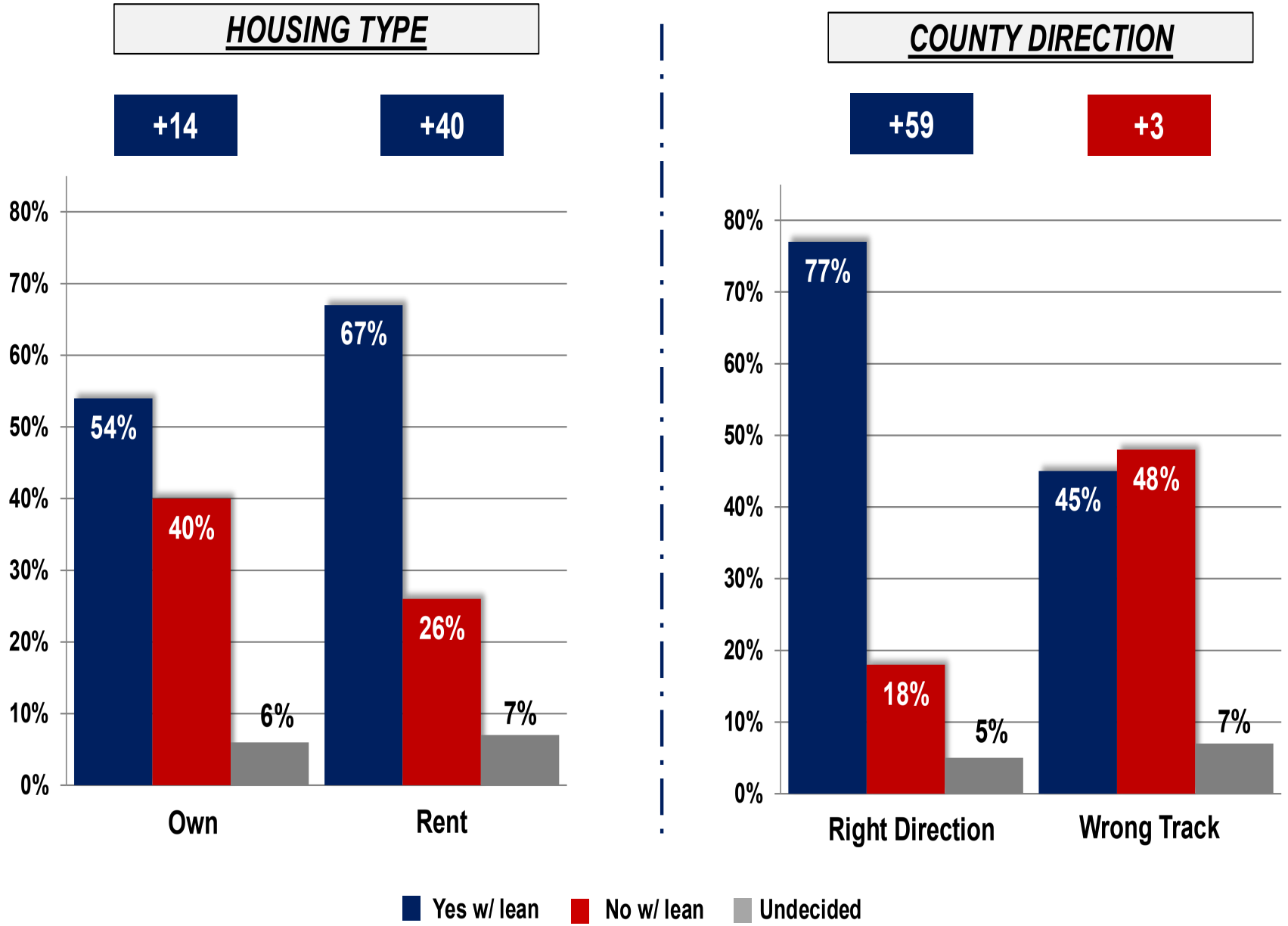
Initial Vote by Gender and Age



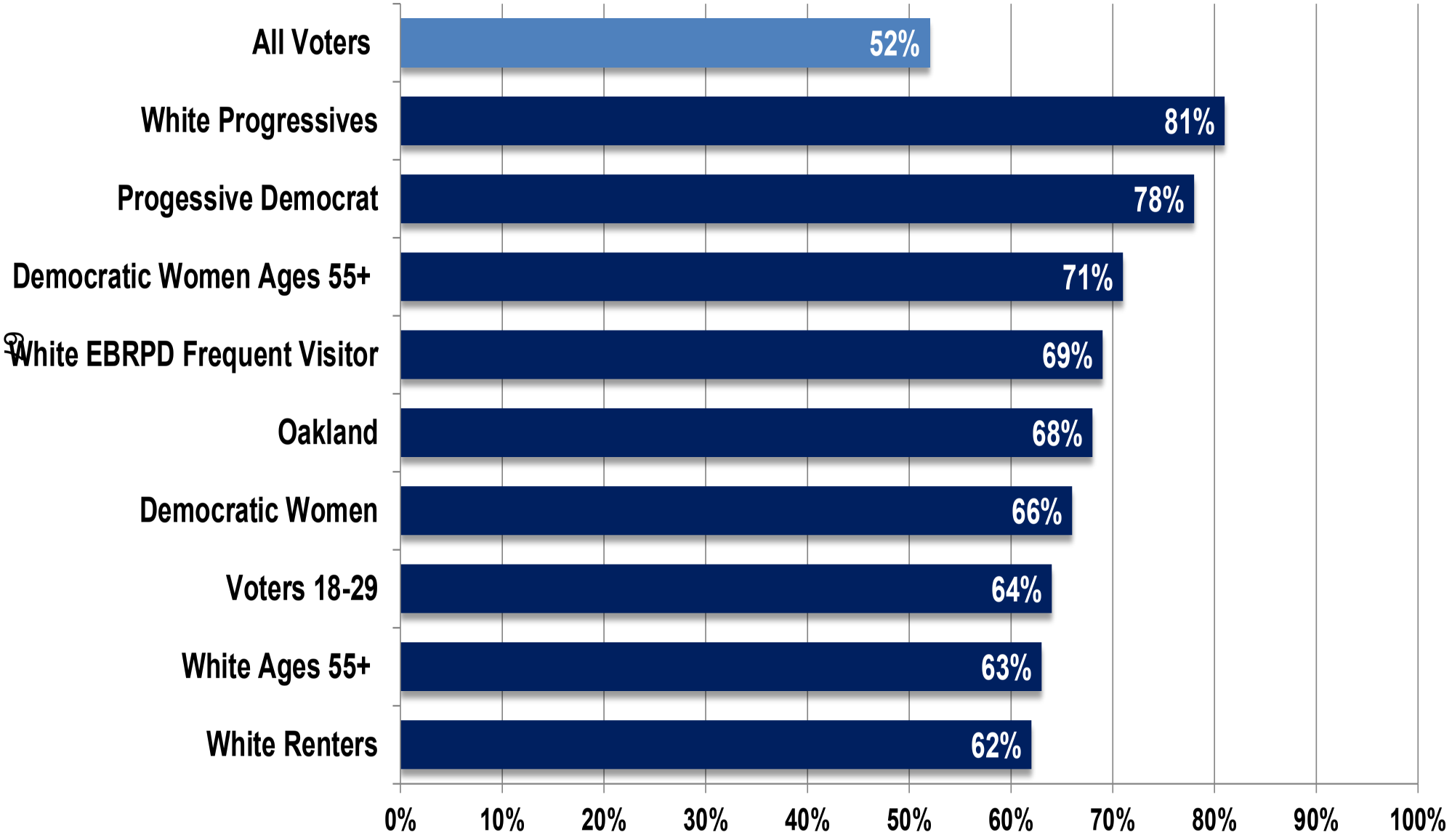
Initial Vote by Ethnicity



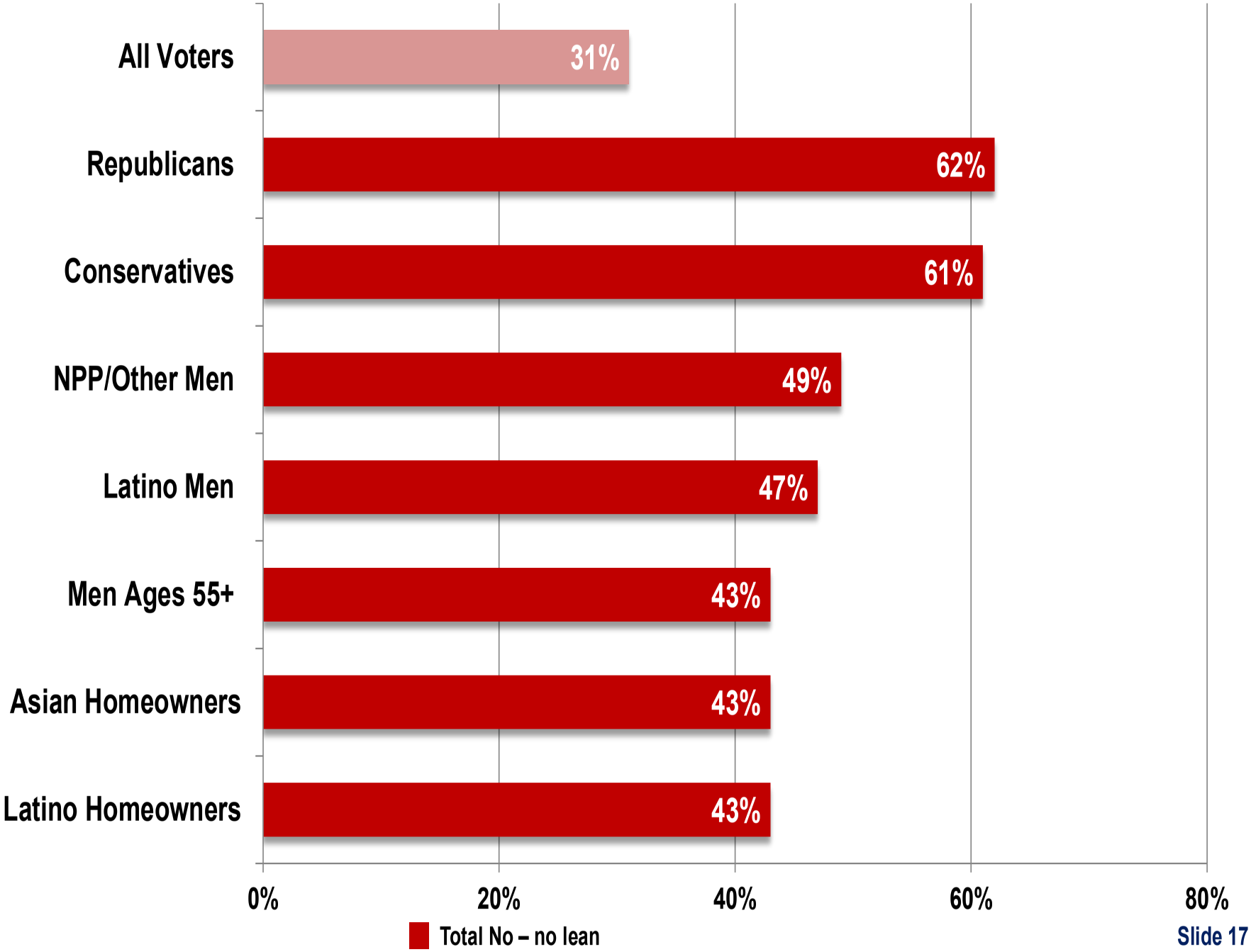
Initial Vote by Homeowner/Renter and County Direction



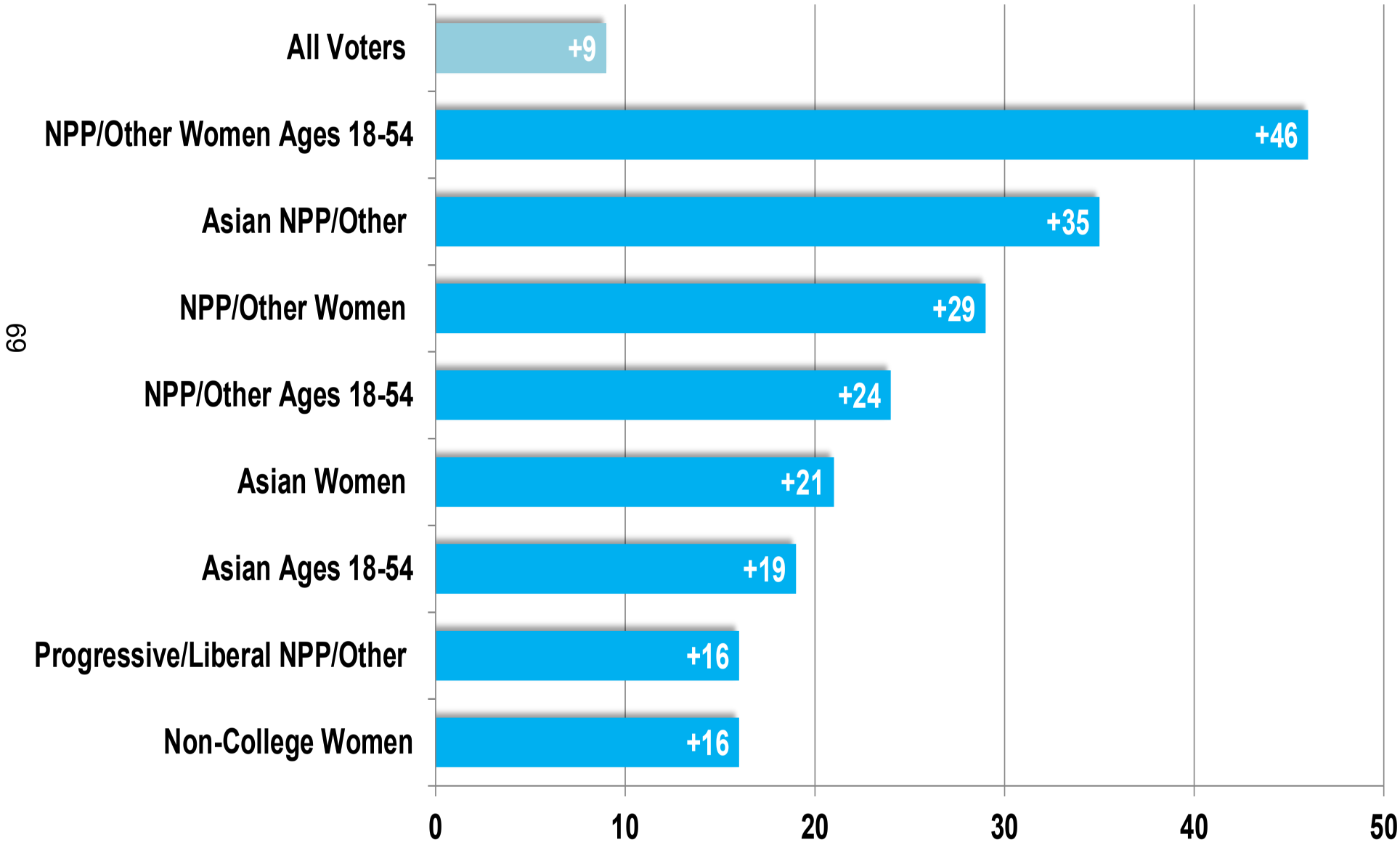
Base Supporters



Base Opponents

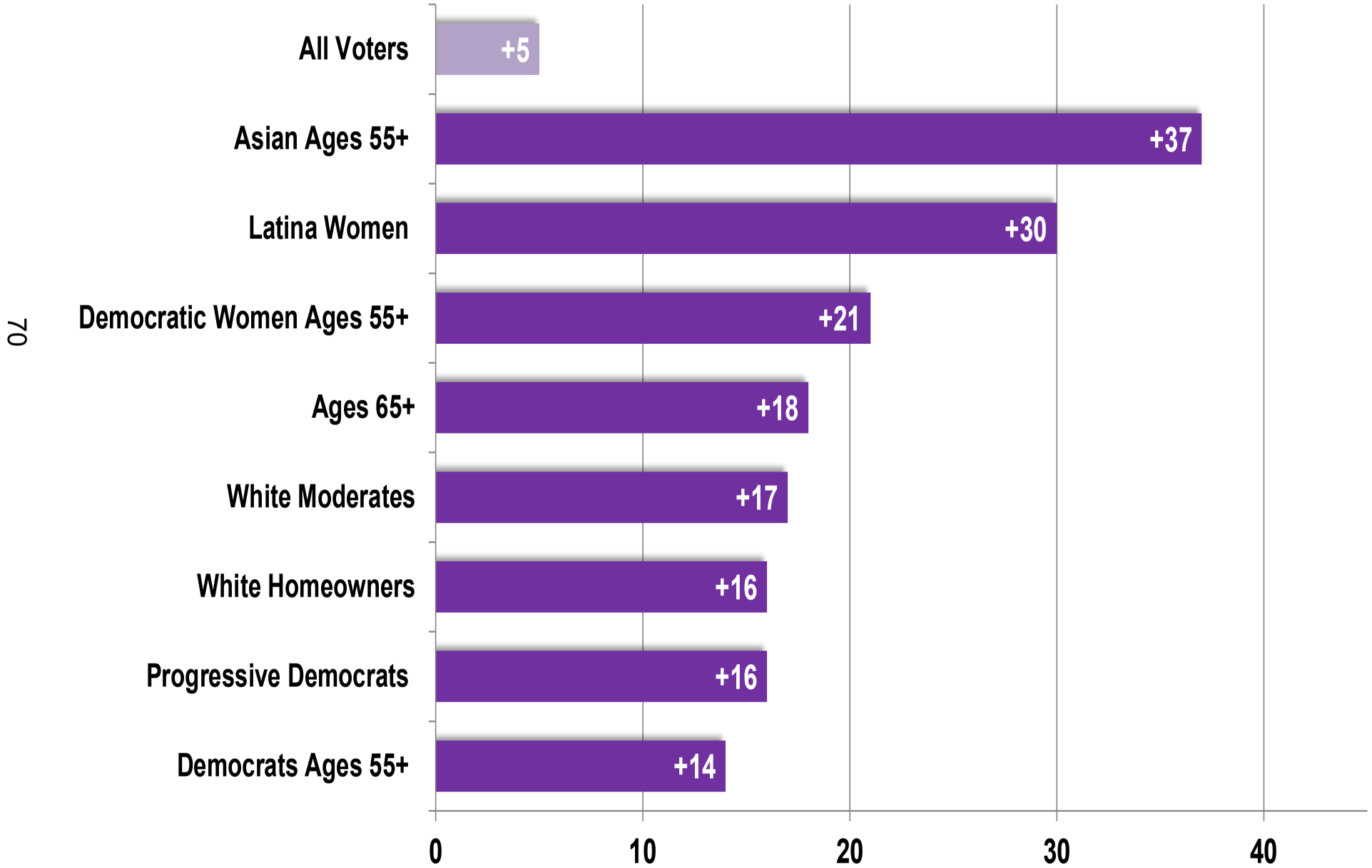


Yes Shifters: Groups That Move Towards Yes After Positive Messages



*Data reflects net vote shift from Initial Vote (Q8) to Re-Vote (Q14)

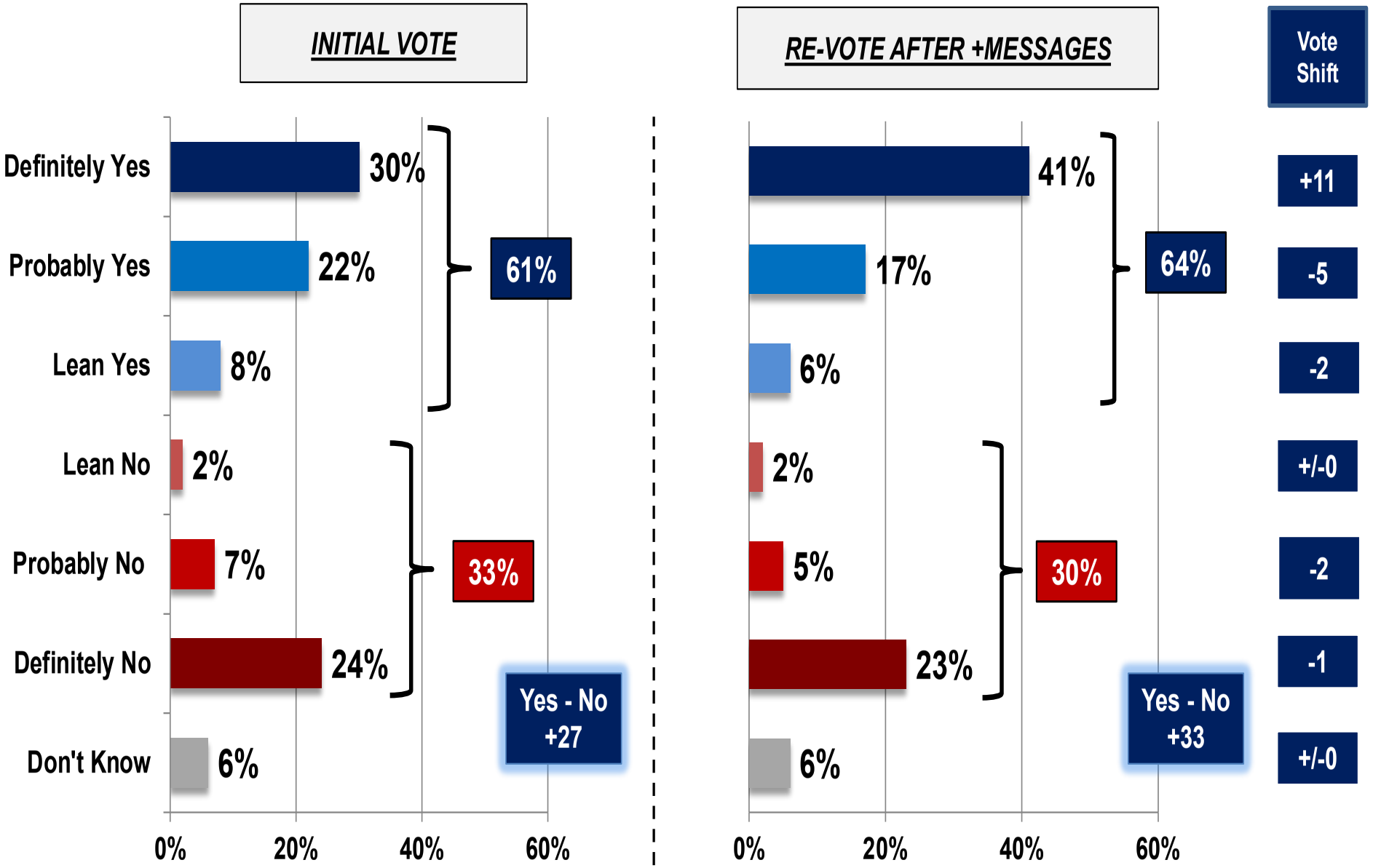
Groups That Moved Towards Yes From 2023 to 2024



*Data reflects net vote shift from 2023 to 2024

Messaging

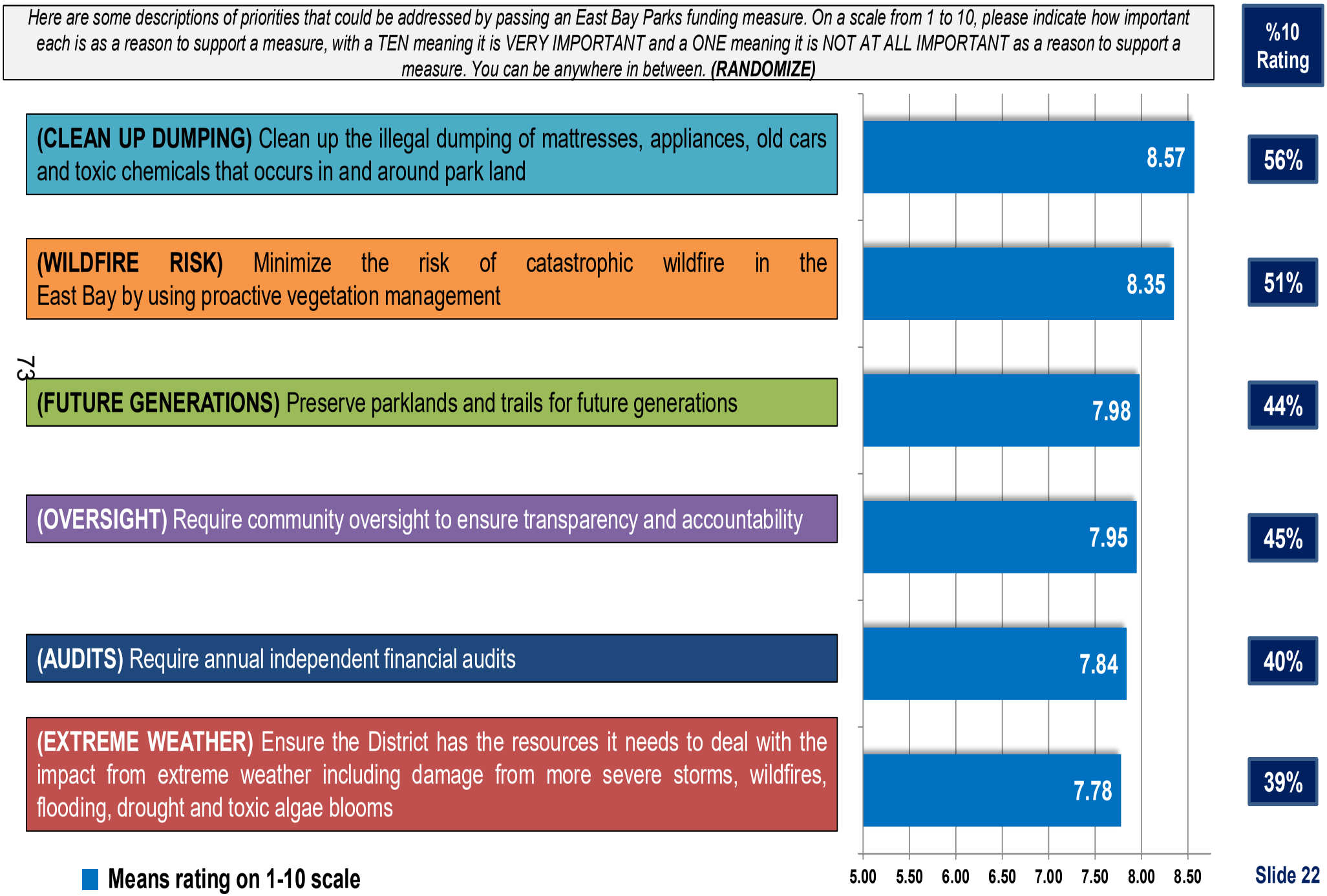
Modest Increases in Support After Positive Messaging with Significant Boost to *Definite* Yes



72

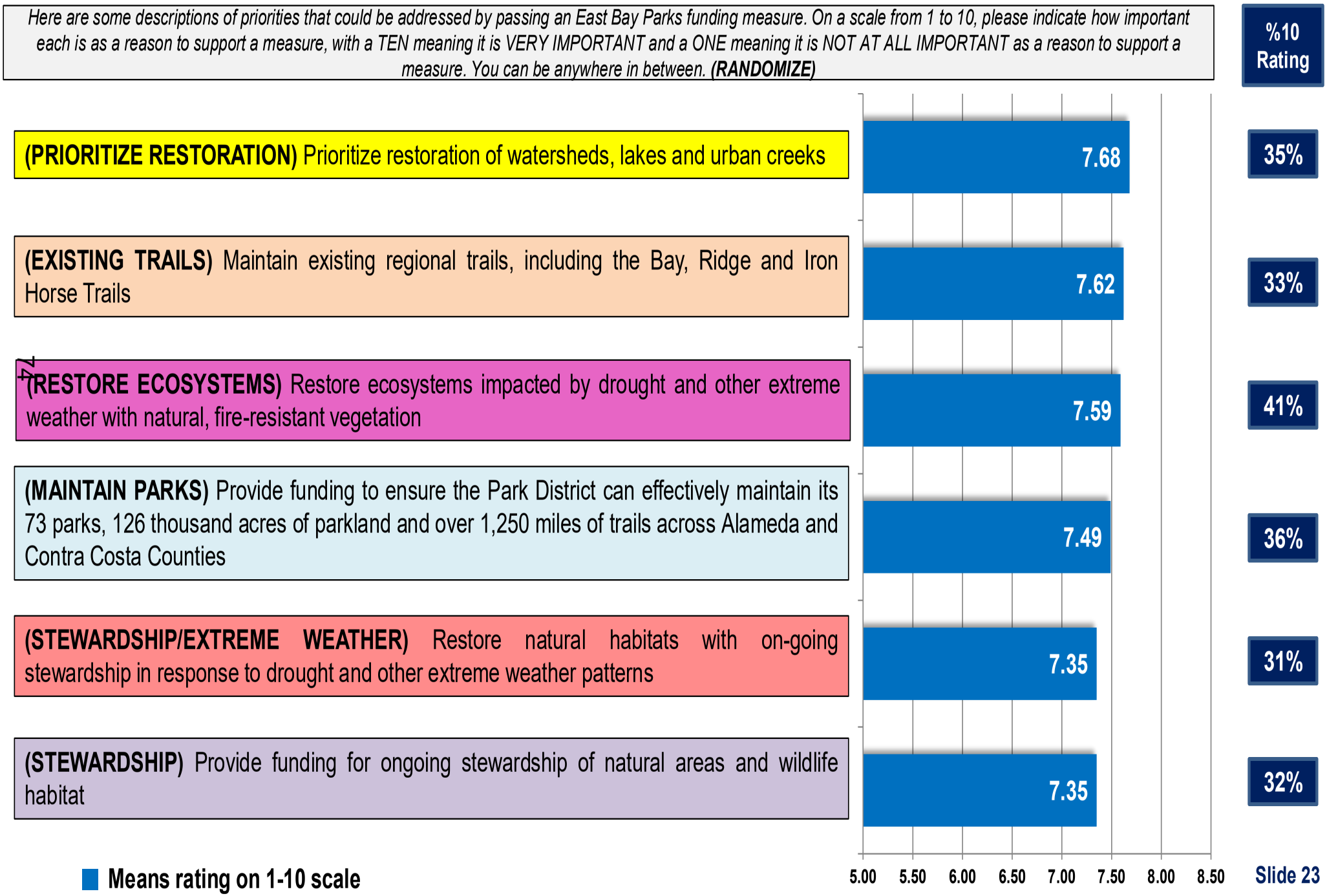
East Bay Regional Park District Funding Priorities: Tier 1

Here are some descriptions of priorities that could be addressed by passing an East Bay Parks funding measure. On a scale from 1 to 10, please indicate how important each is as a reason to support a measure, with a TEN meaning it is VERY IMPORTANT and a ONE meaning it is NOT AT ALL IMPORTANT as a reason to support a measure. You can be anywhere in between. ***(RANDOMIZE)***



East Bay Regional Park District Funding Priorities: Tier 2

Here are some descriptions of priorities that could be addressed by passing an East Bay Parks funding measure. On a scale from 1 to 10, please indicate how important each is as a reason to support a measure, with a TEN meaning it is VERY IMPORTANT and a ONE meaning it is NOT AT ALL IMPORTANT as a reason to support a measure. You can be anywhere in between. ***(RANDOMIZE)***



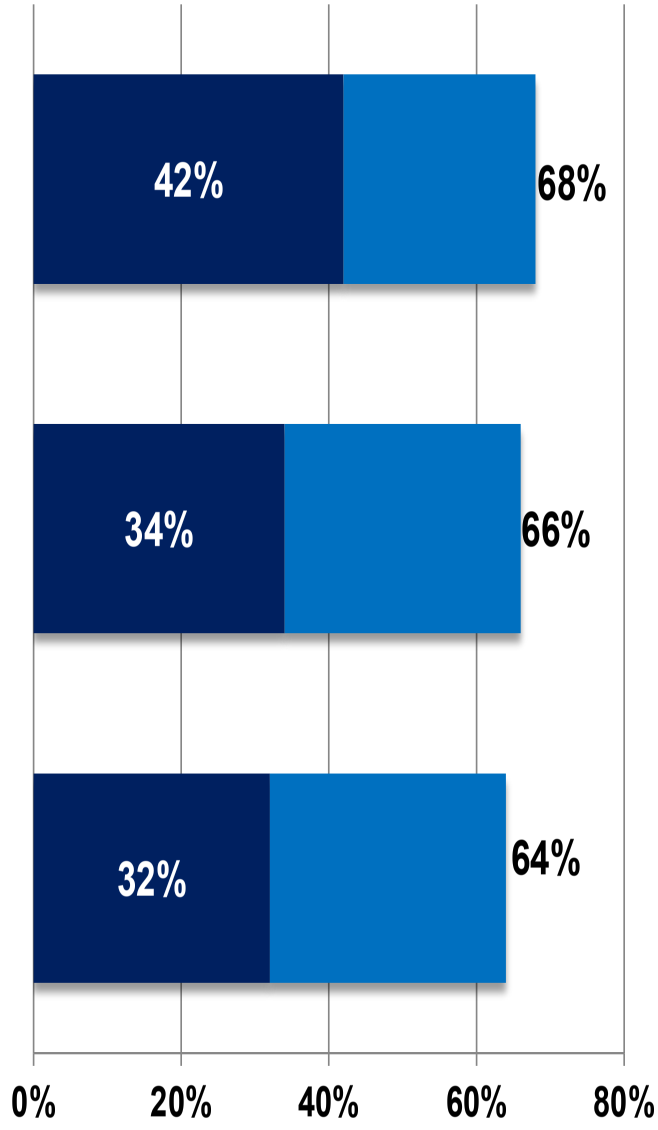
Positive Messages: Tier 1

Here are statements SUPPORTERS have made about the potential measure to increase funding for the East Bay Regional Park District. After each statement, please indicate whether you find the statement to be very convincing, somewhat convincing, a little convincing or not at all convincing as a reason to support the measure. ***(RANDOMIZE)***

(FIRE) In the last five years, the state of California experienced the worst wildfires in recorded history. Drought conditions, dry and dying vegetation, and increased tree mortality across the East Bay require additional resources to manage fire-resilient, safe, and healthy forests. We need to increase funding for vegetation management, fire safety equipment and additional firefighters to protect our community from catastrophic wildfire.

(ASSET/FUTURE GENERATIONS) Our East Bay parks are a tremendous asset that contribute to our quality of life. Between Tilden, Briones, Reinhardt Redwood, Lake Chabot, Ardenwood, Crown Beach, Lake Temescal, Black Diamond Mines, Del Valle and the dozens of other regional parks in Alameda and Contra Costa counties. These parks provide important access for open space, recreation, hiking, walking, picnicking, family time and so much more. We should invest in them and help preserve them for future generations.

(MAINTAIN) The East Bay Regional Park District is the largest and most extensive regional park system in the country. It has 73 parks, covers more than 126 thousand acres, and is home to over 1,125 miles of trails. It requires significant resources to maintain in the face of rising use, increasing weather impacts and higher maintenance costs. The district needs funding to keep up with these costs so it can continue to provide the quality parks and trails for our communities.



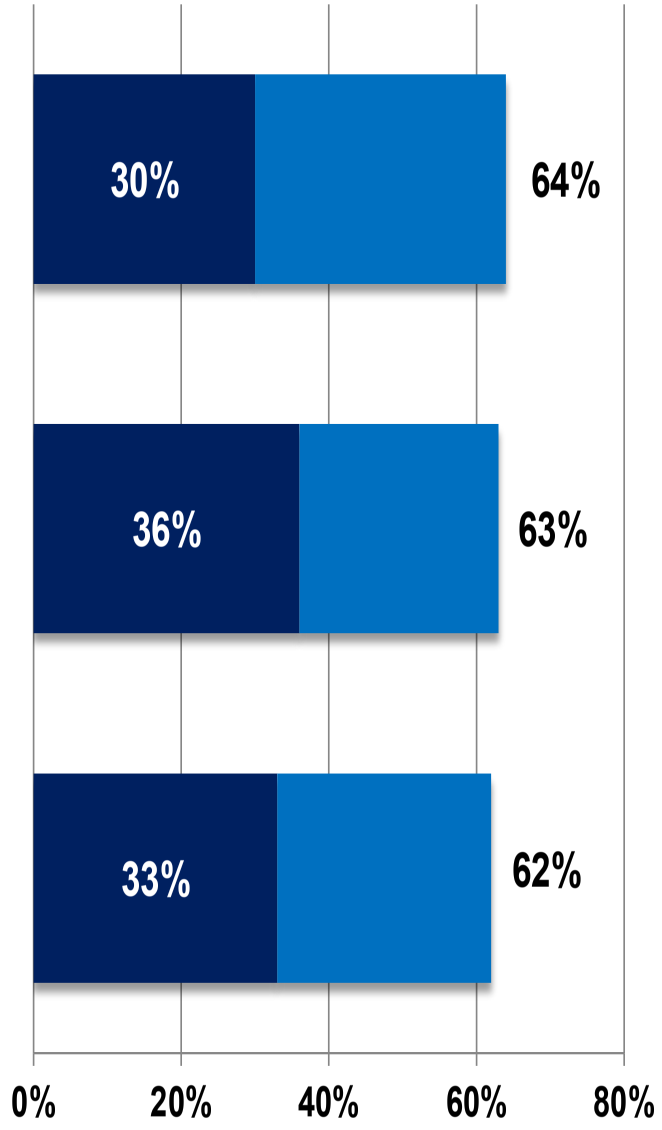
Positive Messages: Tier 2

Here are statements SUPPORTERS have made about the potential measure to increase funding for the East Bay Regional Park District. After each statement, please indicate whether you find the statement to be very convincing, somewhat convincing, a little convincing or not at all convincing as a reason to support the measure. ***(RANDOMIZE)***

(EXTREME WEATHER) The East Bay Regional Park District has seen a rapid increase in damage caused by extreme weather. With more frequent and severe storms, wildfires, flooding, drought and toxic algae blooms causing millions of dollars of damage to our parks and trails every year. The Park District needs additional funding to repair the damage and maintain access to our parks and trails.

($2/MONTH) This measure will provide value to our community. For less than a cup of coffee—just $2 a month for homeowners— and a fraction of the cost of a single admission to a national park like Yosemite, the East Bay Regional Park District can better maintain dozens of parks with existing trails. It will reduce wildfire risk, repair damage from storms, protect natural habitat and increase access to public park lands in the East Bay.

(CLIMATE) The East Bay Regional Park District has seen a rapid increase in damage caused by climate change. With more frequent and severe storms, wildfires, flooding, drought and toxic algae blooms causing millions of dollars of damage to our parks and trails every year. The Park District needs additional funding to address this new ongoing challenge, repair damage and maintain access to our parks and trails.



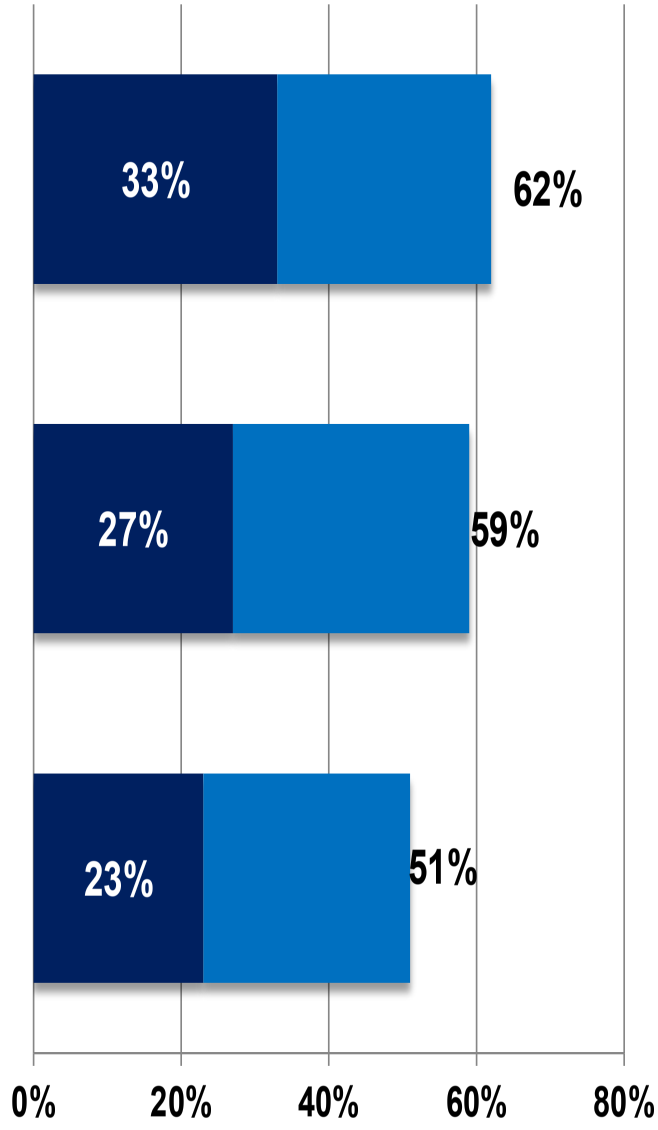
Positive Messages: Tier 3

Here are statements SUPPORTERS have made about the potential measure to increase funding for the East Bay Regional Park District. After each statement, please indicate whether you find the statement to be very convincing, somewhat convincing, a little convincing or not at all convincing as a reason to support the measure. ***(RANDOMIZE)***

(90/FUTURE) The East Bay Regional Park District is a valuable community resource, but it is 90 years old and needs more care and investment. It has over 90 million dollars of deferred maintenance for trails and facilities, as many of its original facilities were depression era buildings built nearly 100 years ago. We must invest in these facilities and services, such as restrooms, trails and park maintenance to ensure we can continue to safely access and feel welcomed in our parks.

(NEW PARKS) The East Bay Regional Park District has experienced a significant increase in park use and population growth in recent years, placing increased demand on our regional parks. To accommodate this growth, the Park District could benefit from additional funds to meet increasing demand by allowing the agency to open additional park areas already owned by the Park District, but it requires funding to operate and maintain the sites safely.

(EQUITABLE ACCESS) This measure will support the goals of the Park District's updated Strategic Plan including expanding equitable access to parks and trails for all East Bay community members, not just those who happen to live near a park. Welcoming visitor use facilities, well maintained trails and restrooms, and expanded staff presence will also ensure everyone can safely experience the benefits of nature.



Executive Summary

- Voter pessimism has increased since previous research.

- Voters continue to hold the EBRPD in high regard. They overwhelmingly approve of the job the District is doing to *"operate a system of regional parks and trails in both Alameda and Contra Costa Counties"* (77% approve, 36% strongly approve) compared to just seven percent of voters who disapprove and 16% who are undecided or unsure about the job the district is doing, which is statistically unchanged from a year ago.

- A solid majority of voters supports a revenue measure to increase funding for parks and open space in the East Bay, with increased support since last year.

- While support has increased for a parcel tax funding measure, it continues to fall short of the needed two-thirds threshold to pass such a measure indicating a public education and communication effort is needed to increase support. Despite a more pessimistic electorate, it is encouraging to see notable increases in support over time for a funding measure.

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ACQUISITION
STEWARDSHIP
DEVELOPMENT

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Grant Fee Title and Temporary Construction Easement to the City of Dublin for Tassajara Road Widening Project: Tassajara Creek Regional Trail
DIVISION	Acquisition, Stewardship, and Development
FROM	Becky Bremser, Chief of Land Acquisition
	Ken Wysocki, Assistant General Manager of Acquisition, Stewardship and Development
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors authorize staff, by a four-fifths vote, to convey a 1,575-square-foot strip of land and a 1,751-square-foot temporary construction easement to the City of Dublin for park purposes; and to accept a payment of $4,096 – the appraised value of the fee title and temporary construction easement – from the City of Dublin.

APPROVAL OF THIS RESOLUTION REQUIRES A 4/5THS VOTE, OR AT LEAST SIX BOARD MEMBERS IF ALL SEVEN ARE PRESENT, AS REQUIRED BY PUBLIC RESOURCES CODE SECTION 5540.6.

BACKGROUND

In February 2022, the City of Dublin (City) notified the East Bay Regional Park District (Park District) of its need to acquire a 1,575-square-foot strip of land and a 1,751-square-foot temporary construction easement (TCE) to accommodate the road widening and beautification work included in the Tassajara Road Gap Closure Project (Project). The Project will widen Tassajara Road to a four-lane arterial with bike lanes, sidewalks, landscaped median, stormwater treatment areas, and other associated improvements.

The Park District's subject property, located on Tassajara Road at Alameda County Assessor's Parcel Number 0986-0028-003, was purchased in 1976 from the Koller family. By its Board Resolution No. 1980-12-340, the Park District Board of Directors declared this property "dedicated parkland," pursuant to the terms of the Park District's Master Plan and California Public Resources Code 5540.

The 3.83-acre subject property is the primary staging area for the Tassajara Creek Regional Trail, which continues to the south and north along easements and licensed areas. The subject property features a gravel parking lot which accommodates up to twenty-five cars, a standard two-rail fence, a standard 14-foot-wide pipe gate, a portable toilet, signage, and a large black oak.

In order to construct a new bike lane, sidewalk and other road improvements associated with the Project, the City proposed to purchase a 1,575-square-foot strip of land that is 175 feet long and 9 feet wide. To facilitate construction, the City proposed to purchase a 12-month-long TCE, although the actual duration of construction is anticipated to be much shorter, and so the duration of the TCE is reduced to six months. The TCE area is 175 feet long by 10 feet wide and will be used only for construction activities on the subject property, not for general Project equipment and materials. The existing fence, gate, and sign will be relocated 9 feet to the west to accommodate a new sidewalk and bicycle lane. Staff do not expect this to reduce the number of parking spaces. The black oak, however, must be removed.

In February of 2023, following an appraisal of fair market value conducted by Associated Right-of-Way Services, the City offered to purchase the strip of land for $3,686 and the TCE for $410, for a sum of $4,096. After receiving the initial Offer Package, Park District and City staff have negotiated the terms of a purchase agreement that, given the circumstances, creates the most favorable outcome for the Park District. Following Park District staff feedback, the City has agreed to relocate the fencing and signage to the new park boundary. To address the Park District's safety concerns, the City will widen the driveway from 18 feet to 26 feet, install a wider vehicular gate, and provide a separate pedestrian entry. Finally, to mitigate for the removal of the large black oak, the City will plant, irrigate, and maintain four black oak saplings on the City side of the new property line. Construction is scheduled for the third quarter of 2024.

ANALYSIS

Due to the fact that the subject parcel is dedicated parkland, conveyance of fee title of the 1,575-square-foot strip of land must be approved by a 4/5ths vote of Board Directors, pursuant to Public Resources Code 5540.6 Additionally, under Public Resources Code Section 5540.6, the Park District may convey transfer fee title so long as the City of Dublin undertakes a recorded written agreement to continue to use the strip of land for park purposes. Because this strip of land will be improved with landscaping, a sidewalk, and a driveway and pedestrian entrance to the Tassajara Creek Regional Trail staging area, staff have determined that the City of Dublin's future use adheres to the statute's intent. Accordingly, staff have inserted appropriate parkland dedication language on the Grant Deed.

FISCAL IMPACT

There are no direct costs associated with conveyance of fee title and TCE, other than staff time. The appraised value of the fee title and TCE totaling $4,096 will be accepted and appropriated to the Tassajara Creek Regional Trail Operations Account 220-5141-132-5311 for the purposes of funding future maintenance and upgrades to the staging area.

ATTACHMENTS

Attachment A: Map

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO GRANT FEE TITLE AND TEMPORARY CONSTRUCTION EASEMENT TO THE CITY OF DUBLIN FOR TASSAJARA ROAD WIDENING PROJECT: TASSAJARA CREEK REGIONAL TRAIL

WHEREAS, the East Bay Regional Park District (Park District) purchased the 3.83-acre 'Koller' property located on Tassajara Road at Alameda County Assessor's Parcel Number 0986-0028-003 in 1976, and subsequently designated it as 'dedicated parkland' with its Board Resolution No. 1980-12-340; and

WHEREAS, in February 2022, the City of Dublin (City) notified the Park District of its need to acquire a 1,575-square-foot strip of land and a 1,751-square-foot temporary construction easement (TCE) from the 'Koller' property to accommodate the road widening and beautification work included in the *Tassajara Road Gap Closure Project*; and

WHEREAS, in order to construct a new bike lane, sidewalk and other road improvements associated with the *Tassajara Road Gap Closure Project*, the City proposed to purchase a 1,575-square-foot strip of land and a 1,751-square-foot TCE; and

WHEREAS, in February of 2023, following an appraisal of fair market value conducted by Associated Right-of-Way Services, the City offered to purchase the strip of land for $3,686 and the TCE for $410, for a sum of $4,096; and

WHEREAS, to address the Park District's safety concerns, the City will widen the driveway from 18 feet to 26 feet, install a wider vehicular gate, and provide a separate pedestrian entry. To mitigate for the removal of the old black oak, the City will plant, irrigate, and maintain four black oak saplings on the City side of the new property line; and

WHEREAS, Section 5540.6 of the Public Resources Code enables the Park District to convey dedicated parkland provided the grantee of the conveyed property continues to use the property for park purposes and records such an agreement on title; and

WHEREAS, staff have accordingly inserted such language restricting future use of the conveyed property into the Grant Deed;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes staff to convey a 1,575-square-foot strip of land and a 1,751-square-foot six-month temporary construction easement to the City of Dublin to facilitate their Tassajara Road Widening and Beautification Project as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized to accept a payment of $4,096, the appraised value of the fee title and temporary construction easement, from the City of Dublin and appropriate the funds to Tassajara Creek Regional Trail Operations Account 220-5141-132-5311 as presented to the Board on May 7, 2024; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District
Healthy Parks Healthy People

Tassajara Creek Regional Trail

Grant of Fee Title and Temporary Construction Easement to City of Dublin

Feet
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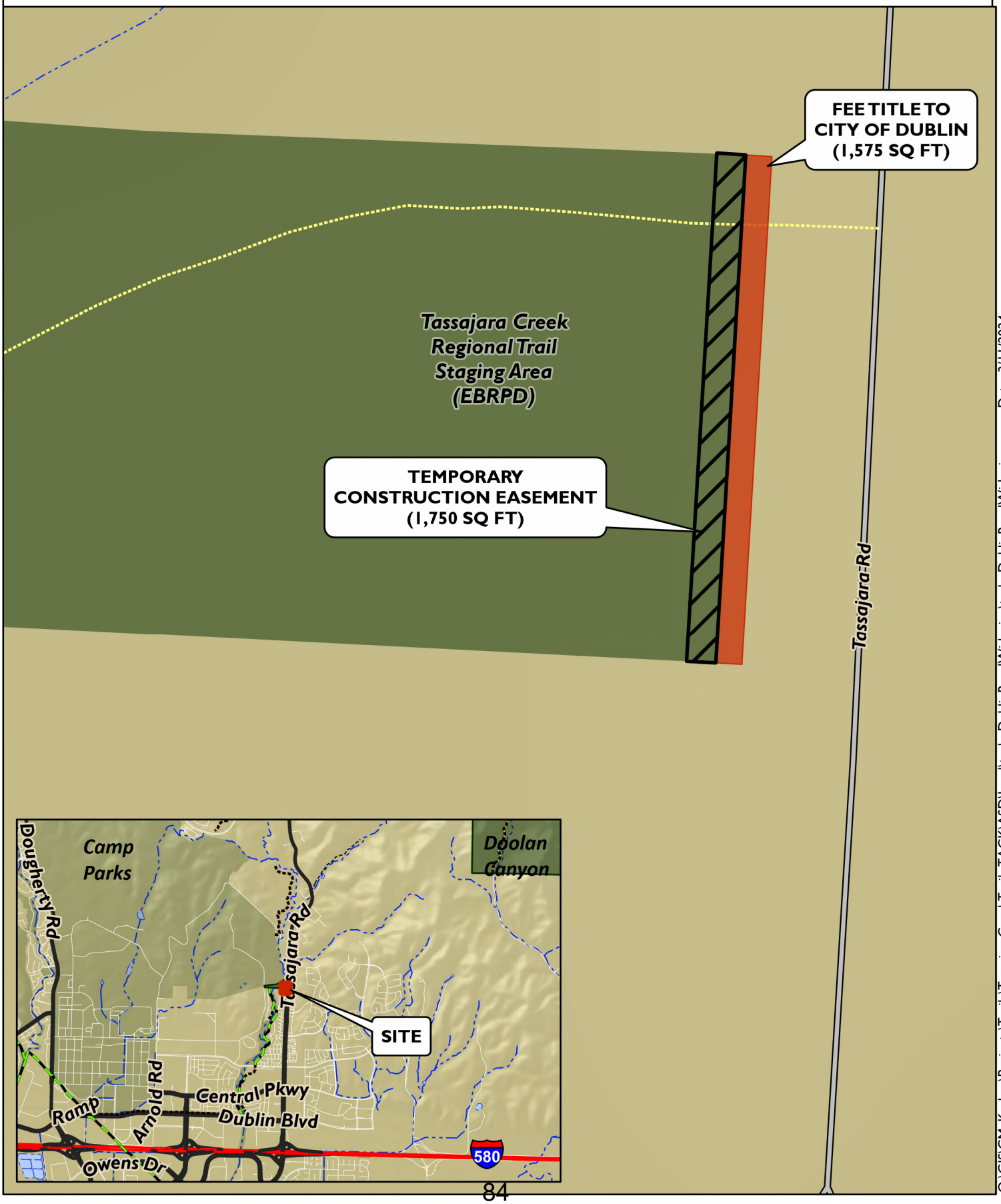

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Grant of Fee Title and TCE to City of Dublin

Tassajara Creek Regional Trail

East Bay Regional Park District

Healthy Parks Healthy People

Land Acquisition Department

July 16, 2024

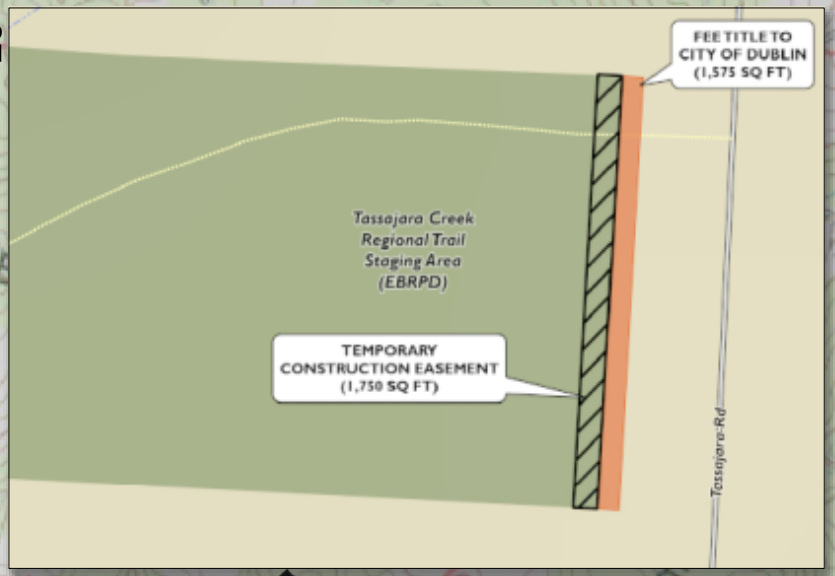
Grant of Fee Title and TCE to City of Dublin

Property to be Granted Out: *1,575 square feet in Fee Title + a 1,751 square foot Temporary Construction Easement (TCE)*

Purchase Price: *$4,096 ($3,686 for strip of land and $410 for TCE)*

- Former *Koller Property,* acquired in 1976 and in 1980 declared 'Dedicated Parkland', pursuant to California Public Resources Code 5540
- 1,575 SF area to be granted out is a gravel surface for parking, fence, gate, sign, and an oak tree
- Necessary for City of Dublin's "Tassajara Road Widening Project", which will widen the road to a 4-lane arterial with bike lanes, sidewalks, and landscaping
- Reduces staging area by 1,100 SF from 12,650 SF to 11,550 SF, but does <u>not</u> effectively reduce number of parking spaces

Location



East Bay Regional Park District

Healthy Parks Healthy People

Land Acquisition Department

July 16, 2024

East Bay Regional Park District

Healthy Parks Healthy People

Land Acquisition Department

July 16, 2024

East Bay Regional Park District

Healthy Parks Healthy People

Land Acquisition Department

July 16, 2024

Grant of Fee Title and TCE to City of Dublin

Property to be Granted Out: *1,575 square feet in Fee Title + a 1,751 square foot Temporary Construction Easement (TCE)*

Purchase Price: *$4,096 ($3,686 for strip of land and $410 for TCE)*

- City of Dublin will
  1. replace fencing and sign;
  2. install a larger gate to permit two-way traffic into the staging area;
  3. install a new pedestrian entry to staging area;
  4. plant and maintain four black oaks along the new sidewalk
- To comply with PRC 5540.6, the Grant Deed to the City of Dublin will include language restricting the use of the 1,575 SF strip to park purposes
- $4,096 to be accepted and appropriated to Tassajara Creek Regional Trail Operations Account for future maintenance and upgrades to the staging area

Any Questions?

East Bay Regional Park District
Healthy Parks Healthy People

Land Acquisition Department

July 16, 2024

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Award and Execute a $565,000 Consultant Contract with Placeworks, Inc. and Appropriate $615,000 for the Borel Agricultural Park Project: Las Trampas Wilderness Regional Preserve
DIVISION	Acquisition, Stewardship, and Development
FROM	Brian Holt, Chief of Planning, Trails & GIS Ken Wysocki, Assistant General Manager of Acquisition, Stewardship & Development
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors:

1. Award and authorize execution of a consultant contract not to exceed $565,000 with Placeworks, Inc. for planning and design services at Borel property in Las Trampas Regional Wilderness Regional Preserve.
2. Authorize appropriation of $615,000 from Borel Ag Park Special Revenue Fund 262 into a new project fund.

BACKGROUND

Armand Borel bequeathed his 17-acre Danville homestead and walnut orchard to the East Bay Regional Park District (Park District) with the desire that the property be preserved as an agricultural park where the public could learn about the agricultural history of the San Ramon Valley. The Park District sold the northern approximately 7-acre portion (APN 218-090-034) of the property to a residential developer, Trumark Homes (Trumark). The Purchase and Sale Agreement (PSA) (Board Resolution 2021-05-120) provides for the net sales proceeds to be designated for the development of the future agricultural park on the remaining 10-acre portion of the property. The PSA also provides that Trumark will cooperate with the Park District's creation of a Mello-Roos Community Facilities District (CFD) to provide funding for the maintenance and operation of the future agricultural park. Construction on the residential development is scheduled to begin in August 2024.

Development of the future agricultural park will require planning and design services, including conducting technical and feasibility studies, conducting a community needs assessment, evaluating the educational and recreational opportunities available at the property, preparation of schematic design options with cost estimates, conducting California Environmental Quality Act (CEQA) analysis and compliance, conducting community engagement, and identifying construction and operating constraints and costs. The consultant contract would provide these planning and design services necessary to determine what is feasible and desirable for the future agricultural park.

On April 15, 2024, staff issued a Request for Proposals for professional services in the preparation of technical and feasibility studies, schematic design options with cost estimates, environmental analysis and compliance, and participation in a community engagement process for the development of a future agricultural park at the Borel property. Four consultant teams submitted proposals by the May 17, 2024 deadline. Based on a review of the written proposals, staff invited two of the consultant teams to interview during the week of June 3, 2024. A selection panel of staff members reviewed the proposals and participated in the interviews and determined that Placeworks, Inc. was the most qualified for this project. Staff therefore recommends that the contract be awarded to Placeworks, Inc.

ANALYSIS

The recommended action for the Board is to award the contract to Placeworks, Inc. and authorize the execution of the consultant contract. This will allow the consultant to provide the planning and design services, including technical analyses, conceptual designs, and environmental compliance with CEQA, necessary to develop the future agricultural park at the Borel property.

Additionally, the feasibility studies conducted as part of the consultant contract would enable staff to determine the approximate costs of feasible design options and programming opportunities and to determine the level of necessary CFD funding.

ALTERNATIVES	
Alternative 1	The Park District could choose not to award the contract to Placeworks, Inc.
Pros	There are none.
Cons	Park District staff would not be able to move forward with the development of the Borel agricultural park until the necessary planning and design services are conducted. While Park District staff may be able to prepare the environmental compliance document in-house, the consultants have the technical expertise in conducting the feasibility studies and environmental analyses necessary for the project.
Reason for not recommending	The technical expertise of the consultants is needed to determine the feasibility and cost estimate for interpretive programming and amenities to be provided at the Borel property.

FISCAL IMPACT

An appropriation of $615,000 is requested from the Borel Ag Park (Fund 262) for the Borel Ag Park Project (564100). The Borel Ag Park (Fund 262) was created to hold the net sales proceeds from the sale of the northern seven acres of the property to Trumark Homes. The action will fund a one-time contract with the consultant in an amount not to exceed $565,000. An additional $50,000 will be allocated to allow for the funding of currently un-scoped feasibility studies, technical studies, or community outreach that may arise as work commences on the project. Funds from the sales proceeds have been designated specifically for the development of an agricultural park at the Borel property, including planning and designing for the park.

USE OF FUNDS	
Contract with Placeworks, Inc. for Planning and Design Services	$565,000
Funds for additional studies as needed	$50,000
Total Current Project Cost	**$ 615,000**

ATTACHMENTS

1. Attachment A: Borel Agricultural Park Project Area Map

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO AWARD AND EXECUTE A $565,000 CONSULTANT CONTRACT WITH PLACEWORKS, INC. AND APPROPRIATE $615,000 FOR THE BOREL AGRICULTURAL PARK PROJECT: LAS TRAMPAS WILDERNESS REGIONAL PRESERVE

WHEREAS, the Park District is the primary beneficiary of the assets in the Estate of Armand Borel, as set forth in the Armand Borel Trust Dated June 20, 1994, as Amended and Restated in 2008 (the "Borel Trust"), which assets include, but are not limited to, an approximately 17-acre parcel of land adjacent to Fostoria Way and Camino Ramon in the Town of Danville, California; and

WHEREAS, by its Resolution No. 2019 - 07 - 188 adopted on July 16, 2019 ("Resolution Authorizing RFP"), the East Bay Regional Park District ("Park District") Board of Directors ("Board") authorized the issuance of a Request for Proposals ("RFP") for the purchase of the northerly 7± acres of the Park District's Borel property located at 3020 Fostoria Way ("Sale Parcel"); and

WHEREAS, by its Resolution No. 2021-05-120 adopted on May 4, 2021, the Board authorized a Purchase and Sale Agreement with Trumark Properties, Inc. ("Trumark") for the sale of the Sale Parcel at a purchase price of $32,000,000; and

WHEREAS, by its Resolution No. 2024-03-067 adopted on March 19, 2024, the Board authorized that, following the satisfaction of outstanding debts and loans, the Board of Directors of the East Bay Regional Park District hereby authorizes the General Manager to deposit $21,965,330, the net sale proceeds, into a new Special Revenue Fund to be used for the development of an agricultural park; and

WHEREAS, pre-design services, including technical and environmental analyses, development of design concept alternatives and their cost estimates, and preparation of an environmental document, are needed for the planning of an agricultural park at the Borel Property in Las Trampas Wilderness Regional Preserve; and

WHEREAS, a Request for Proposal (RFP) was issued on April 15, 2024, for park planning services at the Borel property in Las Trampas Wilderness Regional Preserve; and

WHEREAS, four (4) proposals were received by the May 17, 2024, deadline; and

WHEREAS, a selection committee of Park District staff evaluated the proposals and interviewed the top two highest scoring consultant teams; and

WHEREAS, the selection committee recommended the Board award the contract to Placeworks, Inc. as the most qualified consultant for park planning services at the Borel property in in Las Trampas Wilderness Regional Preserve;

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby awards the contract to Placeworks, Inc. And authorizes execution of a professional services contract with Placeworks Inc. not to exceed $565,000 from the Special Reserve Fund 262 to provide park planning services as presented to the Board on July 16, 2024; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the appropriation of an additional $50,000 from the Special Reserve Fund 262 to fund additional feasibility studies, technical reports, and/or community engagement events as needed; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the appropriation of a total amount not to exceed $615,000 from the Special Reserve Fund 262 to Borel Ag Park Project No. 564100; and

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District
Healthy Parks Healthy People

Las Trampas Wilderness Regional Preserve

Borel Agricultural Park Project

Feet
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BOREL AGRICULTURAL PARK: PLANNING SERVICES CONTRACT

July 16, 2024 | Board Presentation

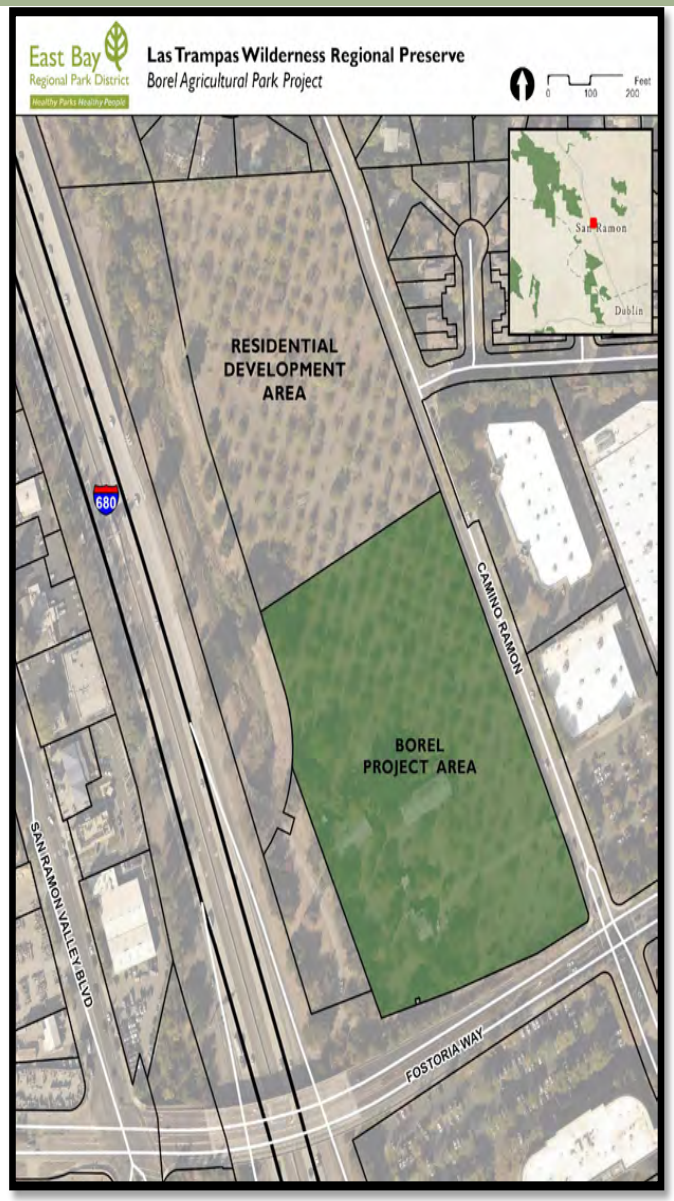
Presented by Drake Hebert – Senior Planner

RECOMMENDATION

Award a $565,000 Consultant Contract to Placeworks, Inc. and Appropriate $615,000 for the Borel Agricultural Park Project: Las Trampas Wilderness Regional Preserve

BOREL PROPERTY BACKGROUND

- 17 Acre property with one of the East Bay's last remaining Walnut Orchards
- Property bequeathed to the Park District in 2008 by Armond Borel on the condition it be developed into an Agricultural Park
- A Settlement Agreement obligated the sale of the northern 7 acres of the property to housing developers.



EXISTING CONDITIONS

- Buildings
  - Borel Residence
  - Car Barn
  - Walnut Barn
  - San Ramon Train Station
- Walnut Orchard
- Farm Equipment and Artifacts

RFP FOR PLANNING SUPPORT

- Feasibility Studies
- Technical Reports
- Community Engagement
- Schematic Design Options
- CEQA Documentation

REQUEST FOR PROPOSALS

- 4 firms submitted proposals
- 2 Interviewed by staff
- Placeworks Inc. chosen as most qualified firm.
  - Contract Not to Exceed $565,000

PLACEWORKS

RECOMMENDATION

Award a $565,000 Consultant Contract to Placeworks, Inc. and Appropriate $615,000 for the Borel Agricultural Park Project: Las Trampas Wilderness Regional Preserve

THANK YOU

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Informational Update on the Improve Peralta Oaks North Project
DIVISION	Acquisition, Stewardship, and Development
FROM	Ren Bates, Chief of Design & Construction
	Ken Wysocki, Assistant General Manager, Acquisition, Stewardship and Development
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION
This item is informational.

BACKGROUND
On March 4, 2019, by Board Resolution No 2019-03-043, the Board of Directors of the East Bay Regional Park District (Park District) authorized the purchase of the property that is located across the street from its current Administration building, with the intent to replace the existing public safety building that has reached the end of its useful life and to provide additional administrative space needed to accommodate the Park District's growth over the past several decades. The Public Safety Division (Division) includes the Police, Fire, Emergency Dispatch, and Lifeguard Services Departments. The Division plays a critical role in fulfilling the Park District's mission, including protecting natural resources with the wildfire reduction/fuels management program and providing a safe environment for park users.

The building was initially constructed in 1983 and was purpose-built for use by the State Compensation Insurance Fund. It is a four-level, steel-frame building of approximately 107,000 square feet, of which about 65,000 square feet are occupiable. The Park District has intended to renovate the building to meet current code requirements and specific programmatic and operational needs for public service along with additional administrative space needed to accommodate the Park District's growth over the past several decades.

On June 16, 2020, by Board Resolution No 2020-06-134, the Board of Directors authorized the execution of a professional services contract with SKA for architectural and engineering services for renovation of the building at 2955 Peralta Oaks Court. The renovation of the building has goals for receiving LEED Gold certification and being a Net Zero Energy building.

Ren Bates, Chief of Design & Construction, will provide an update on the project including a summary of work to date and schedule for moving the project forward.

Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District

Improve Peralta Oaks North

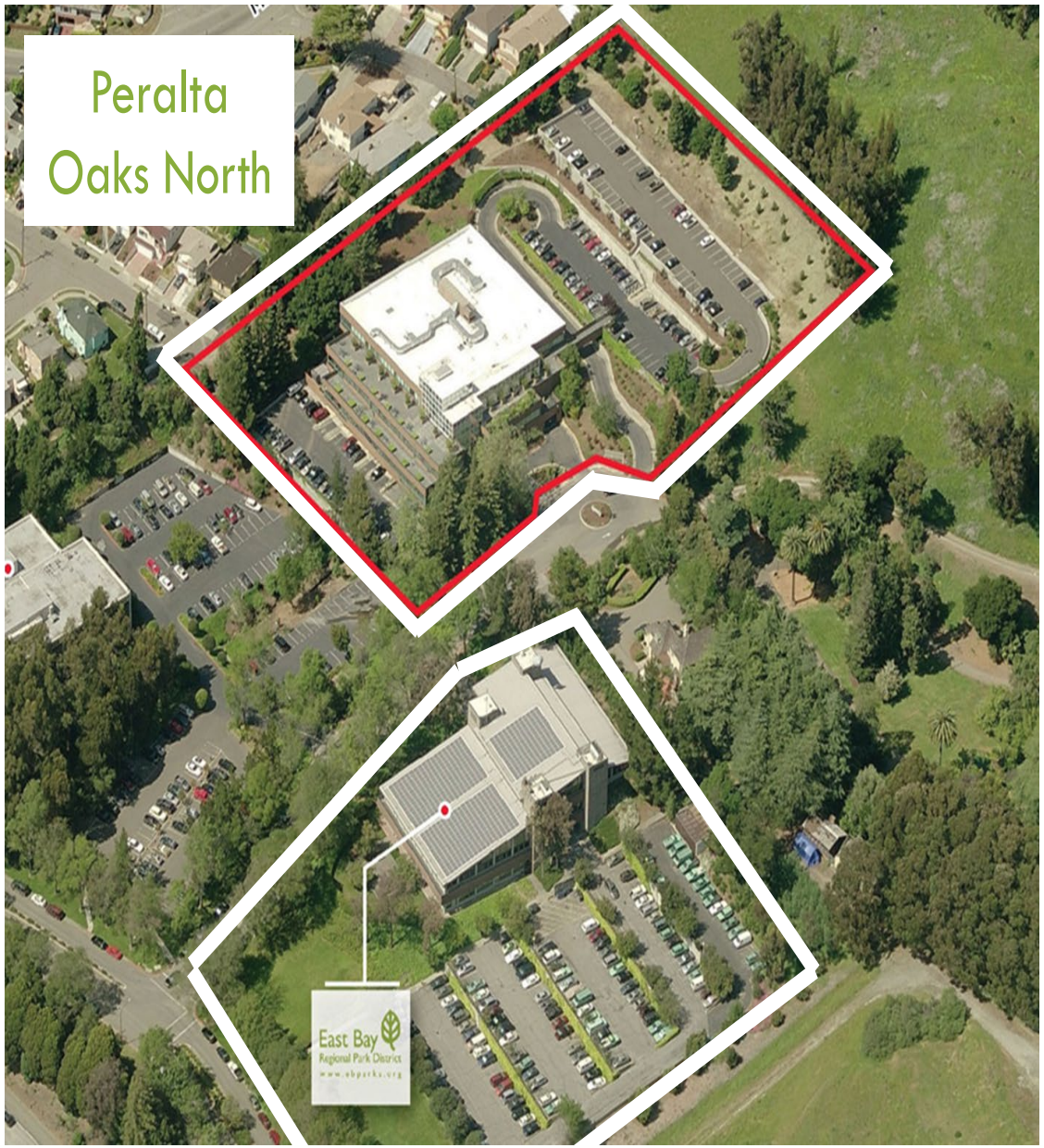
Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District

PROJECT LOCATION:

2955 Peralta Oaks Court



WORK COMPLETED TO DATE:

1. Building Program
   - LEED Gold
   - Public Safety, Administrative Space, Shared Space, Board Room
2. Conceptual Design/Schematic Design
3. Design Development
4. Neighborhood Meet and Greet and Open House
5. Construction Documents
6. Permit Submittal
   - Plans submitted to City of Oakland for review in December 2022
7. Prequalification process for contractor and furniture dealer
8. Out to Bid
9. Received Bids

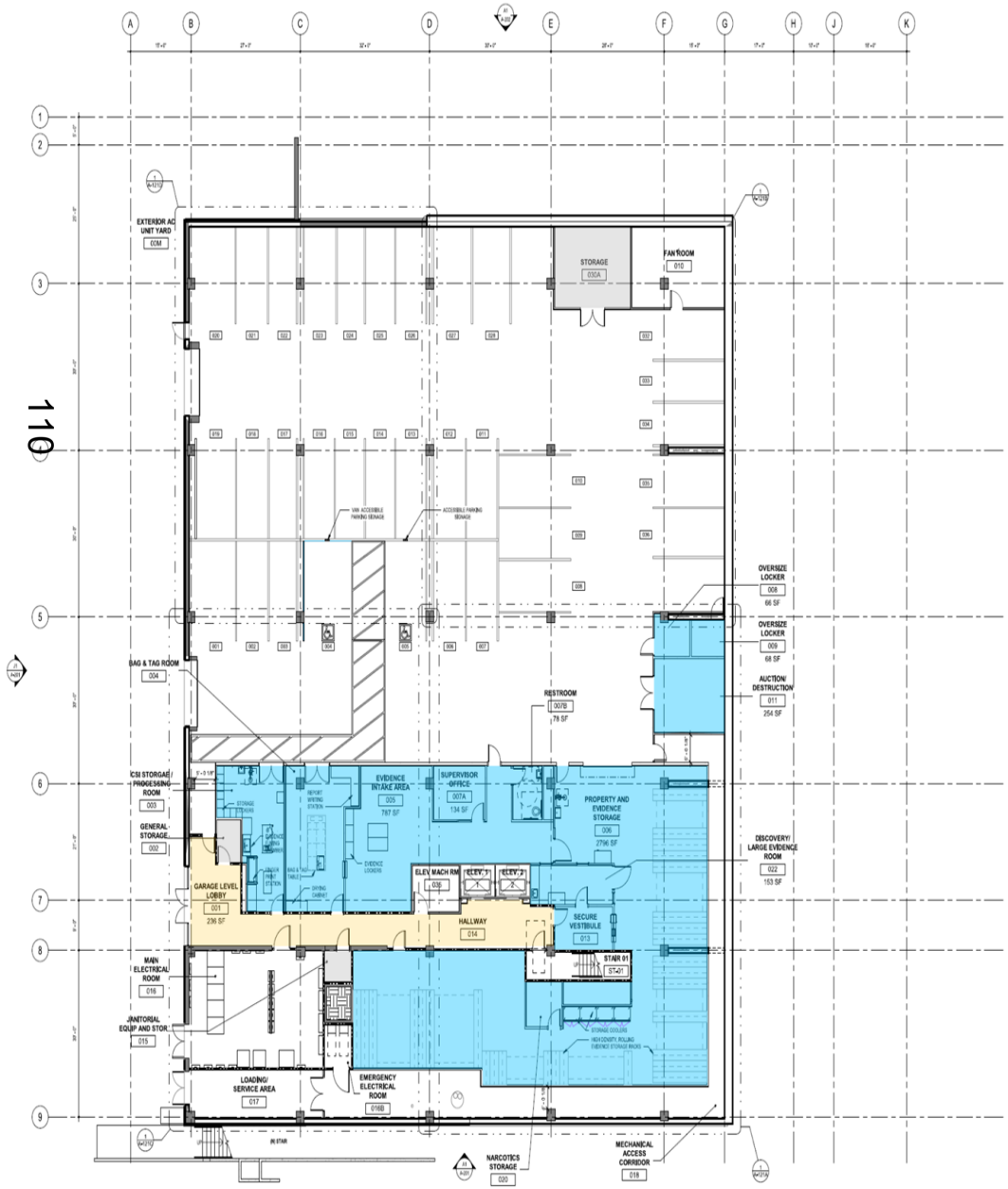
2022 NEIGHBORHOOD MEETINGS:

Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District



DESIGN DEVELOPMENT FLOOR PLAN

BASEMENT

- Public Safety Property and Evidence
- Parking

LEGEND

- Public Safety
- District Admin
- All Staff
- Public

Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District

DESIGN DEVELOPMENT FLOOR PLAN

LEVEL 1

- Public Lobby
- Boardroom
- EOC/Training Room
- Reception
- Reservations
- District Administration (Clerk of the Board & Human Resources)

LEGEND

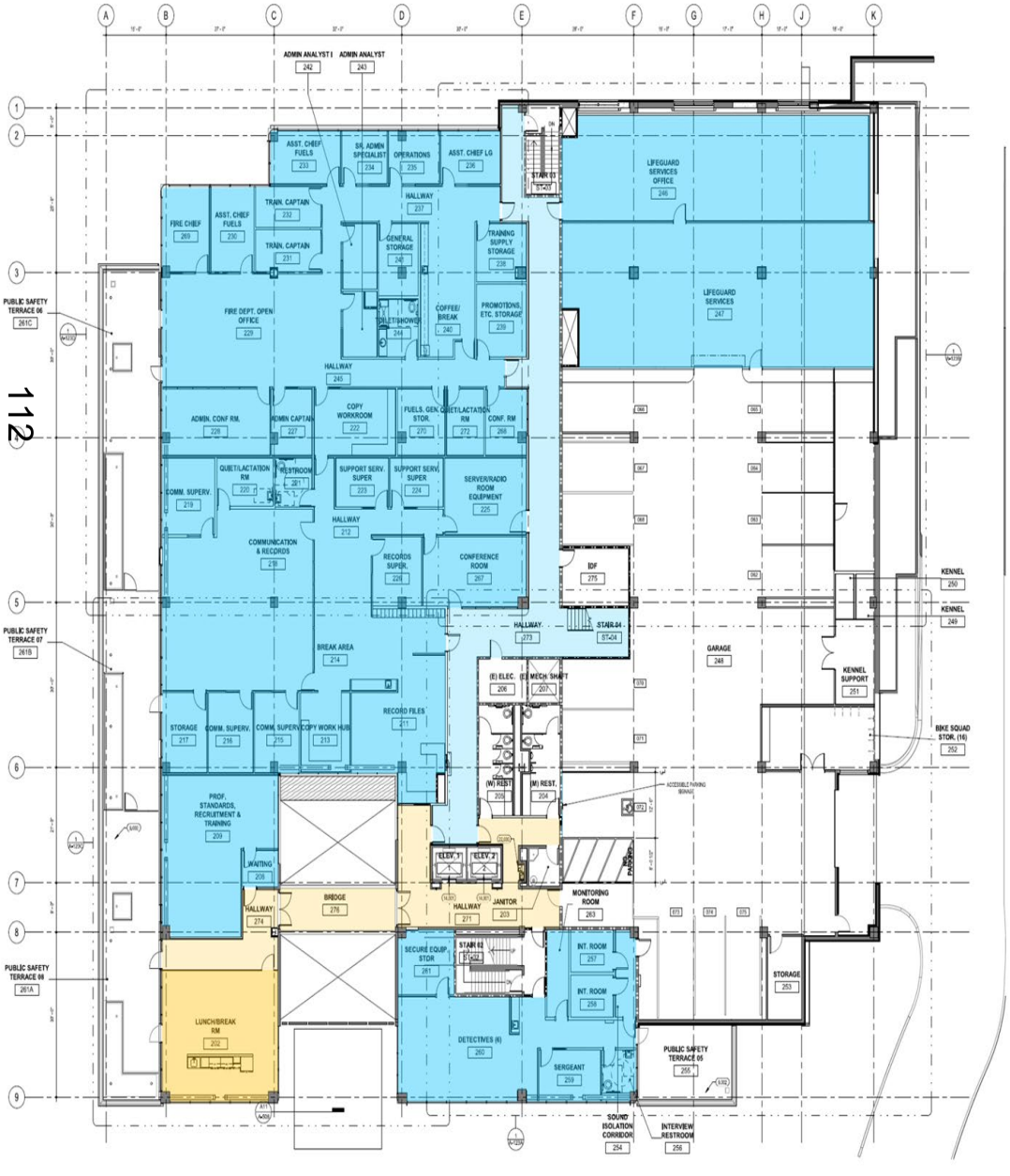
- Public Safety
- District Admin
- All Staff
- Public

Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District



DESIGN DEVELOPMENT FLOOR PLAN

LEVEL 2

- Breakroom (District Staff)
- Public Safety - Communications & Records
- Public Safety - Professional Standards
- Public Safety - Investigations
- Public Safety - Fire Department Admin.
- Public Safety - Lifeguard Services

LEGEND

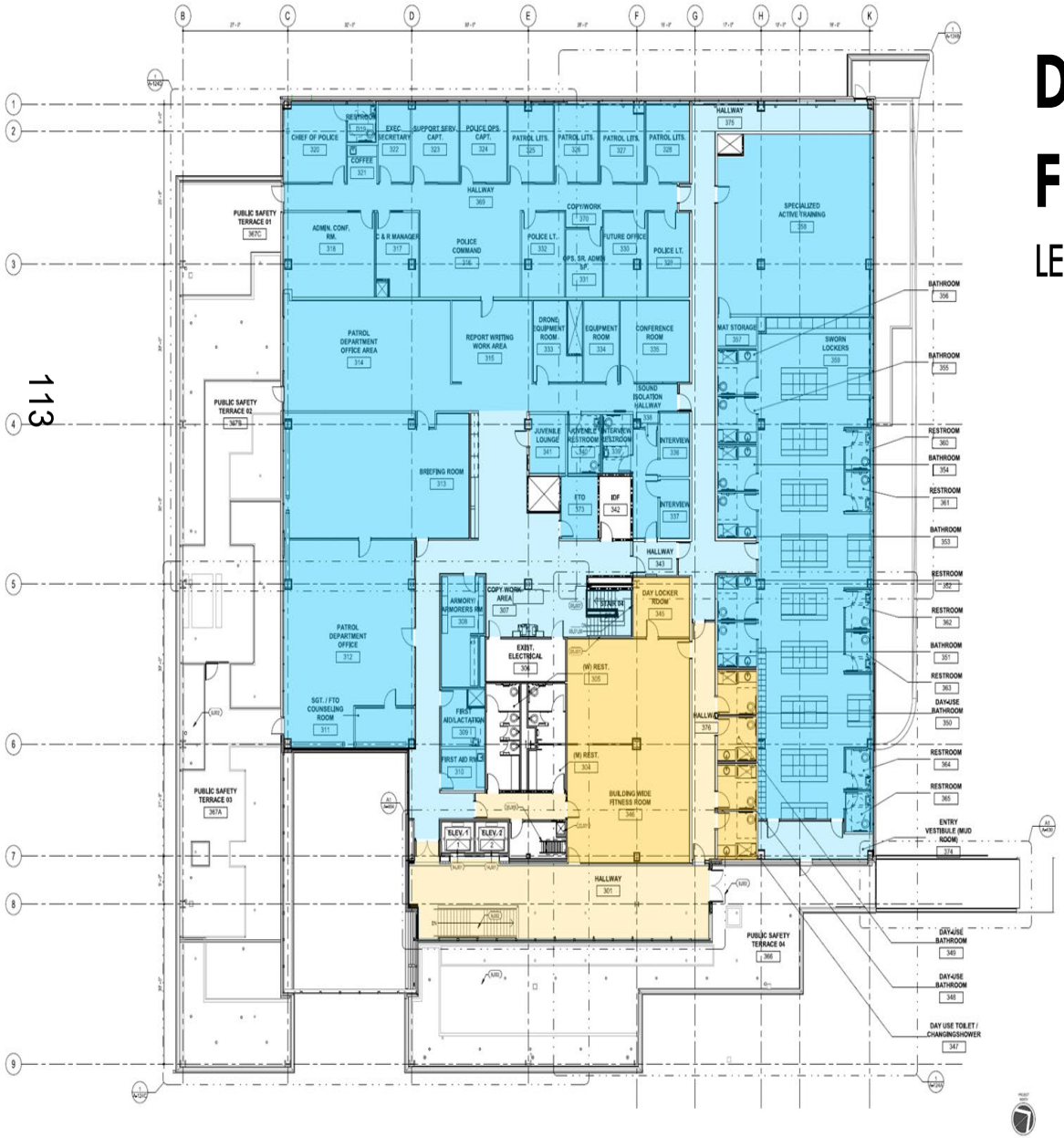
- Public Safety
- District Admin
- All Staff
- Public

Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District



DESIGN DEVELOPMENT FLOOR PLAN

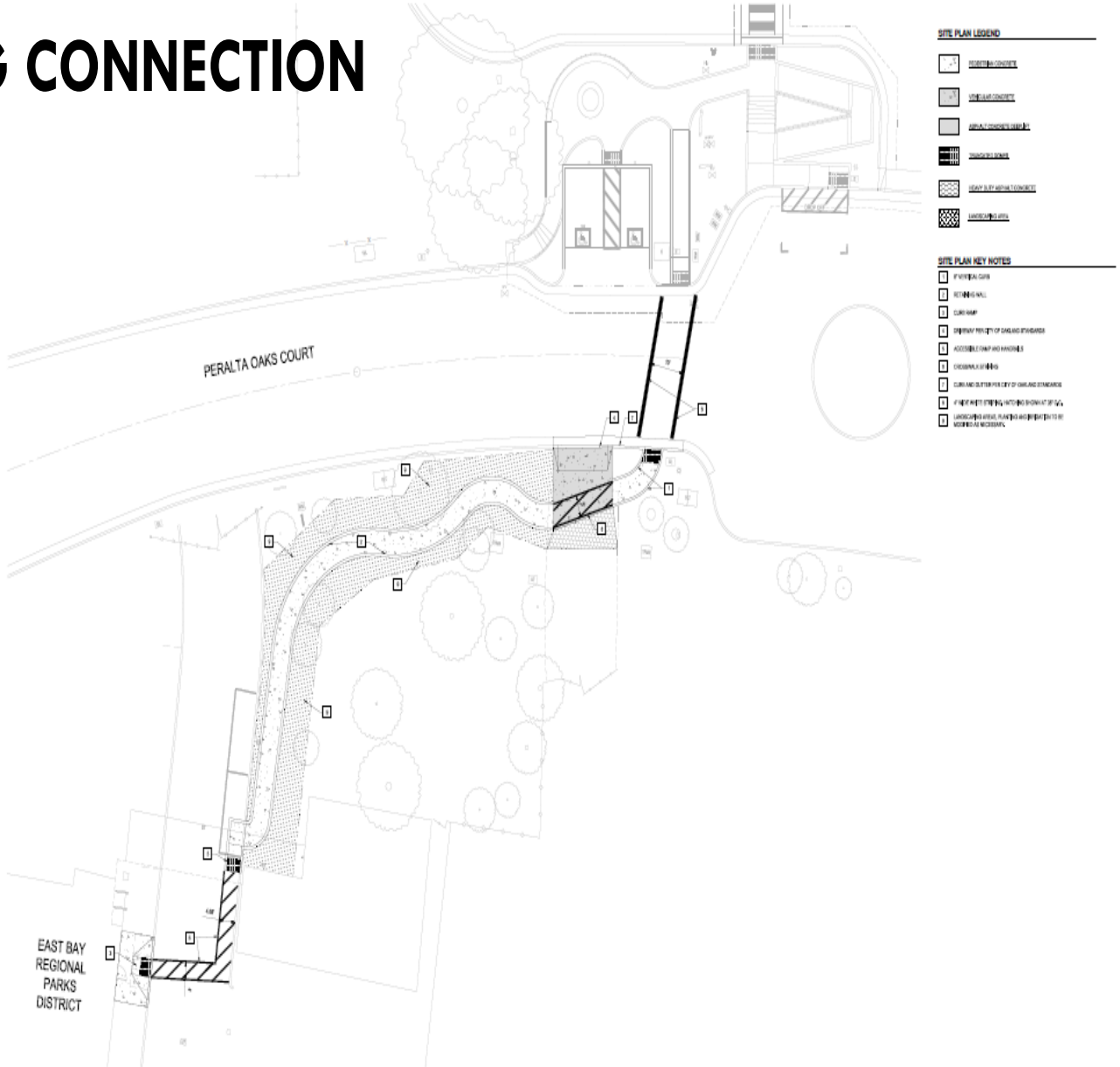
LEVEL 3

- Fitness Center (District Staff)
- Public Safety - Police Command
- Public Safety - Patrol
- Public Safety - Locker Room
- Public Safety - Active Training

LEGEND

- Public Safety
- District Admin
- All Staff

BUILDING CONNECTION



Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District

CURRENT ESTIMATED SCHEDULE:

- July 2024: Seek Board Authorization to Approve Construction Contract
- August/September 2024: Issue Notice to Proceed for Construction
- Spring 2026: Complete Building Renovation
- Spring/Summer 2026: Complete Building Commissioning and Furniture, Fixtures and Equipment Installation
- Fall 2026: Move In

CURRENT ESTIMATED PROJECT COST:

$72 MM	Hard Costs (Construction)
$ 3 MM	Construction Management (includes contingency)
$ 9 MM	Soft Costs ($4.5M is already encumbered for A&E, other costs anticipated include: permits, utilities, staff time)
$84 MM	**TOTAL CAPITAL EXPENSE (does not include staff relocation costs)**

Improve Peralta Oaks North

Project Update

Board Meeting - July 16, 2024

East Bay Regional Park District

FINANCE AND
MANAGEMENT
SERVICES

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorizing the Issuance of 2024 Promissory Notes in an Aggregate Principal Amount Not to Exceed $47,500,000 and Directing the Execution of an Indenture of Trust and Authorizing Other Official Actions Related Thereto
	Finance and Management Services
FROM	Deborah Spaulding, Assistant General Manager Finance and Management Services / Chief Finance Officer
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager is recommending that the Board of Directors authorize the issuance of up to $47,500,000 in Promissory Notes, for the Improve Peralta Oaks North Project (IPON). When presented to the Finance Committee on July 9, the Finance Committee voted to recommend authorization of issuance of up to $43,500,000 in Promissory Notes. Two resolutions are attached, one for the highest amount proposed, of $47,500,000 and one for the amount recommended by the Finance Committee of $43,500,000.

BACKGROUND

Consistent with prior Board discussion, staff and financial consultants have explored options to finance refurbishing and improvements to the building at 2955 Peralta Oaks North, also known as the Improve Peralta Oaks North Project.

The building at 2955 Peralta Oaks North was acquired by the East Bay Regional Park District (Park District) in 2019 at a negotiated price of $14.4 million with the intent of renovating the building to meet the Park District's need for new Public Safety and additional administrative space. The project was proposed for the following reasons: (1) the Park District's current headquarters at 2950 Peralta Oaks Court cannot accommodate all current administrative personnel and allows no room for growth; (2) the current public safety building has long outlived its useful life and cannot accommodate all current public safety personnel; (3) the Board of Directors meeting room is undersized, difficult to access, and needs technological upgrades. The Public Safety Division includes the Park District's Police, Fire, Emergency Dispatch and Lifeguard Services Departments. This division plays a critical role fulfilling the mission of the Park District, including protecting natural resources with the wildfire reduction/fuels management program and providing a safe environment for park users.

The Peralta Oaks North building was initially constructed in 1983 and was purpose built for use by the State Compensation Insurance Fund. It is a four-level, steel frame building of approximately 107,000 square feet, of which approximately 65,000 square feet are occupiable. It has been the Park District's intent to renovate the building to meet current code requirements and be certified LEED

Gold, and to meet the Park District's specific programmatic and operational needs to fulfil the Park District's mission.

Construction Costs

Prior to purchasing the building in 2019 the Park District obtained a construction cost estimate for renovation of the building of $30 million. However, Bay Area construction costs have escalated significantly since that time. Additionally, the original estimate was construction only, which did not include the "soft costs" associated with designing & permitting, construction management, and furniture, fixtures & equipment (FF&E). The LEED Gold design standard also added costs to the project. The most recent cost estimate for the project, completed just prior to bid issuance, was $81 million. To-date, project costs and encumbrances for the design, construction management and other related costs have been approximately $6.9 million.

Bids for construction were received on June 5, 2024. The low bid was $59,847,000. Design & Construction staff have requested a 20% contingency amount to be set aside ($11,969,400). The "soft costs" for construction management, architectural and engineering services, staff time, FF&E and other costs are estimated at $9,805,600. Combined costs of construction, soft costs, and the contingency total $81,622,000.

Funds Available

On April 16, 2024, by resolution 2024-04-084, the Park District's Board of Directors approved the reassignment of $21.6 million in Committed Fund Balance (determined to be duplicative of the 32% of General Fund revenues included in Unassigned Fund Balance). The $21.6 million was appropriated into a project called Future Office Needs (558600), with the understanding that the Board would later be asked to consider allocating this full amount to the Improve Peralta Oaks North Project. If these funds are fully allocated to the IPON project, the amount of additional funding required to complete the project would be approximately $47 million.

Existing Funding Sources for IPON	
$ 341,000	Improve Peralta Oaks North Project (159300)
881,000	2012 Promissory Notes
33,400,000	Future Office Needs Project (558600)
$34,622,000	**Total Sources**
$47,000,000	*Funding Gap*

Promissory Note Issuance

Under Section 5544.2 of the California Public Resources Code, the Park District has the authority to incur indebtedness to be evidenced by promissory notes, the proceeds of which shall be applied to acquire necessary and proper lands and facilities for the Park District. The Public Resources Code stipulates that indebtedness incurred for the acquisition of lands and facilities not designated in the Park District's Master Plan must be repaid during a period not to exceed 20 years. The Peralta Oaks North facility is not included in the Park District's Master Plan. The Board approved a Debt Management Policy on February 21, 2017. The issuance of Promissory Notes would be in compliance with this Debt Management Policy. The Park District will need to include in each of its annual budgets the funding required to make payments on the Promissory Notes and to annually set aside a portion of property tax revenues or other legally available funds of the Park District sufficient to pay the interest and principal which will be due in that year. In accordance with Government Code Section 5852.1, the issuance of Promissory Notes requires the Board to obtain and disclose required information at an open public meeting in a staff report made publicly available on a specific date.

The Park District previously issued $25 million in Promissory Notes in 2012 to finance the acquisition and improvement of facilities for Park District staff, including the acquisition of the Peralta Oaks

North building. The annual bond payment for the 2012 Promissory Notes is approximately $1,420,000 annually continuing through 2037.

ANALYSIS

Based on the costs and existing funding sources for the IPON project, an additional $47 million is required. If the Park District's Board approves the use of the full $33.4 million in the Future Office Needs project (including the $21.6 million transferred from Committed Fund Balance), as well as remaining unappropriated interest from the 2012 Promissory Notes, an additional allocation of $4 million could be allocated from expected revenues exceeding expenditures in 2023. With this scenario the project funding would require an additional $43 million, which based upon current market conditions could be achieved with issuance of $39,045,000 in Promissory Notes. The sources of funding for the project would be as follows:

SOURCE OF FUNDS		Notes
Impr. Peralta Oaks North Proj. (159300)	$ 341,000	balance (original budget was $7.2 MM)
2012 Promissory Notes	881,000	interest earnings not yet appropriated
Future Office Needs Proj. (558600)	33,400,000	includes $21.6MM transfer from FB
Use of fund balance from 2023	4,000,000	balance from close of 2023 fiscal yr.
2024 Promissory Notes	43,000,000	$39.045 debt w premium of $3.955MM
Total Sources	$ 81,622,000	

Based on this scenario, annual debt service is anticipated to be $3,114,443 for the 20-year period from 2025-2044. Debt service would be budgeted from the General Fund, which would reduce funds available for annual operating costs. The title of this report indicates a larger debt issuance amount to account for a range of scenarios that could be approved by the Board and potential changes in market conditions.

Table 1 highlights two additional scenarios considered. Alternative A does not include the use of unassigned fund balance. Increased debt issuance funding would result in higher annual debt service costs of approximately $3.5 million. Alternative B uses less funding from the Future Office Needs project, and instead requires use of additional unassigned fund balance (a portion of which would later need to be replenished to ensure that unassigned fund balance remains at 32% of annual revenues). This scenario uses a project contingency budget of 15% and results in annual debt service costs of approximately $2.6 million.

Table 1 – Alternative Funding Scenarios Considered

SOURCE OF FUNDS	Alternative A	Alternative B
Improve Peralta Oaks North Proj. (159300)	$ 341,000	$ 341,000
2012 Promissory Notes	881,000	881,000
Future Office Needs Project (558600)	33,400,000	23,400,000
Use of Unassigned fund balance	0	20,000,000
2024 Promissory Notes	47,000,000	35,000,000
Total Sources	$81,622,000	$79,622,000
Annual Debt Service	*$3.5 million*	*$2.6 million*

On July 9th Staff presented to the Finance Committee materials to preview the formal Board actions to effect issuance of the estimated $39,045,000 in Promissory Notes. Following review and discussion, the Committee recommended unanimously to approve the primary funding recommendation, which would require the full Board to authorize the issuance of up to $43,500,000 in Promissory Notes. The Finance Committee additionally required that a full presentation on the

Improve Peralta Oaks North Project be provided to the Board as an informational item, in advance of the action to be taken on the Promissory Notes.

On July 9th the Park District presented the Promissory Note offering to S&P Global and Moody's credit rating agencies. The rating agencies will evaluate the Park District's Promissory Note offering and the rating decision will be presented at the Board Meeting on July 16th. The competitive sale of the Promissory Notes will be scheduled for the end of July or early August (date to be determined based on market conditions). At the competitive sale, underwriters will submit their bids on an online auction portal. The underwriter selected will be the one that proposes the lowest total interest cost to the Park District. Project funds will be deposited to escrow in mid-August.

Financing Team

The Park District Promissory Note financing team includes the following members of staff and outside consultants: General Manager Sabrina Landreth; AGM of Finance & Management Services/CFO, Deborah Spaulding; General Counsel, Lynne Bourgault; Bond Counsel Jones Hall; and Financial Advisor Fieldman, Rolapp & Associates, Inc.

FISCAL IMPACT

This information is based on the primary recommendation by the Board Finance Committee, for $43 million in project funds to be generated from the sale of the Notes, which requires issuance of approximately $39,045,000 in par amount with $3,955,000 generated by issuing the notes at a premium. A bond is issued at a premium when it is sold for more than its principal amount, which occurs when the bond's stated interest rate is higher than the current market yield. The exact repayment terms of the Notes will be determined by market conditions at the time of sale. Under this scenario:

- Final maturity of the Notes shall not be more than 20 years from their date of issuance and delivery.
- The total principal amount of the Notes shall not exceed $43,500,000.
- The purchase price to be received by the Park District for the Notes shall be not less than 100% of the par amount.
- The true interest cost of the Notes shall not exceed 5 percent (5.0%) per annum.

The resulting annual bond payment for the Notes is anticipated to be approximately $3.1 million.

SOURCES OF FUNDS		
Impr. Peralta Oaks North Proj (159300)	$ 341,000	balance (original budget was $7.2 MM)
2012 Promissory Notes	881,000	interest earnings not yet appropriated
Future Office Needs Proj (558600)	33,400,000	includes $21.6MM transfer from FB
Use of fund balance from 2023	4,000,000	balance from close of 2023 fiscal yr.
2024 Promissory Notes	43,000,000	$39.045 debt w/ premium of $3.955MM
Total Sources	$ 81,622,000	

USES OF FUNDS		
Construction	$ 59,847,000	Includes $3.2 million FF&E
20% contingency	11,969,400	
soft costs	9,805,600	Incl. construct mgt, architect, staff cost
Total Uses	$ 81,622,000	

Based on this scenario, cost of issuance will be approximately $416,000, including rating agency fees, compensation to financial advisor Fieldman Rolapp & Associates and the law firm Jones Hall, as well as Underwriters fee (specific underwriter selected through the bond sale) anticipated to be 0.4% of the bond issuance amount or $156,180. These costs would be deducted from the bond proceeds following the completion of the successful bond sale. These costs are detailed in Attachment D.

Based on this primary recommendation, which was confirmed by the Finance Committee, the Board would approve the resolution authorizing issuance of up to $43,500,000 in Promissory Notes. At 100% par amount (no premium) this would allow for $43 million to be allocated to the project and $500,000 for cost of issuance.

The second resolution attached for issuance of $47,500,000 provides flexibility for the Board to authorize a higher issuance amount.

ATTACHMENTS

Attachment A. Preliminary Offering Statement
Attachment B. Official Notice of Sale
Attachment C. Notice of Intention to Sell
Attachment D. S.B. 450 Summary

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZING THE ISSUANCE OF 2024 PROMISSORY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $43,500,000 AND DIRECTING THE EXECUTION OF AN INDENTURE OF TRUST AND AUTHORIZING OTHER OFFICIAL ACTIONS RELATED THERETO

WHEREAS, the East Bay Regional Park District (the "District") is a public agency duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Article 3 of Chapter 3 of Division 5 of the Public Resources Code of the State of California (the "Law"), including the power to provide recreational areas and trails for use by the inhabitants of the District and, in furtherance thereof, the District may acquire all necessary and proper lands and facilities and provide for the acquisition and construction of improvements thereto; and

WHEREAS, under Section 5544.2 of the Law, the District has the power to incur indebtedness to be evidenced by promissory notes, the proceeds of which shall be applied to acquire necessary and proper lands and facilities for the District, and, if the indebtedness incurred pursuant to this section is for the acquisition of lands and facilities designated in the District's master plan, such indebtedness may be repaid during a period not to exceed 30 years, and all other acquisitions of land and facilities may be repaid during a period not to exceed 20 years; and

WHEREAS, the District has determined at this time that it is in the best financial interests of the District to issue its 2024 Promissory Notes (the "Notes"); and

WHEREAS, the Notes are proposed to be issued pursuant to an Indenture of Trust (the "Indenture") by and between the District and U.S. Bank Trust Company, National Association (the "Trustee); and

WHEREAS, the Board has approved a Debt Management Policy, and the issuance of the Notes will be in compliance with said policy; and

WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed required information at the open public meeting in a staff report made publicly available on the date hereof; and

WHEREAS, the Board of Directors of the District (the "Board") wishes at this time to authorize the issuance of the Notes and the institution of proceedings for the issuance and sale thereof, respectively;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Bay Regional Park District as follows:

Section 1. Authorizations. The Board hereby authorizes the issuance of the Notes, in one or more series, on a federally taxable or tax-exempt basis, under the Law and the Indenture, in an aggregate principal amount not to exceed $43,500,000, for the purpose of acquiring land and facilities of the District.

The President of the Board, Clerk of the Board, General Manager, Assistant General Manager of Finance & Management Services, and General Counsel to the District (each, a "District Representative") are each, acting alone, authorized and directed to determine, with the District's consultants, to take all actions and execute and deliver all documents, certificates, and instruments required for the issuance of the Notes. At any time after the adoption of this Resolution, the appropriate officers of the District shall proceed to prepare or cause to be prepared the necessary documentation for the sale of the Notes, which documentation will be subject to the approval of this Board prior to the Notes being sold.

Section 2. Approval of Indenture. The Board hereby approves the Indenture in substantially the form on file with the Clerk of the Board. The Indenture shall be executed in the name and on behalf of the District by a District Representative, each of whom are hereby authorized and directed to execute and deliver said form of Indenture on behalf of the District together with any changes therein or modifications thereof deemed necessary or advisable, including but not limited to additions required to incorporate the requirements of any municipal bond insurance policy obtained with respect to the Notes, and a District Representative's execution of the Indenture shall be conclusive evidence of the approval of any such changes and modifications, provided that the final maturity of the Notes shall not be more than 20 years from their date of issuance and delivery, the total principal amount of the Notes shall not exceed $43,500,000, the purchase price to be received by the District for the Notes shall be at least the par amount thereof, and the true interest cost of the Notes shall not exceed 6.0% per annum.

Section 3. Approval of Official Statement. The Board hereby approves the Preliminary Official Statement describing the Notes in substantially the form presented to this meeting. The District Representatives, each acting alone, are hereby authorized to approve any additions to or changes in such Preliminary Official Statement, to deem the resulting Preliminary Official Statement nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule") and to execute an appropriate certificate stating such Authorized Officer's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement in connection with the competitive sale of the Notes is hereby approved. The District Representatives, each acting alone, are hereby authorized and directed to approve any changes in or additions to the Final Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

Section 4. Official Actions. Each of the District Representatives, and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and sale of the Notes as described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZING THE ISSUANCE OF 2024 PROMISSORY NOTES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $47,500,000 AND DIRECTING THE EXECUTION OF AN INDENTURE OF TRUST AND AUTHORIZING OTHER OFFICIAL ACTIONS RELATED THERETO

WHEREAS, the East Bay Regional Park District (the "District") is a public agency duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Article 3 of Chapter 3 of Division 5 of the Public Resources Code of the State of California (the "Law"), including the power to provide recreational areas and trails for use by the inhabitants of the District and, in furtherance thereof, the District may acquire all necessary and proper lands and facilities and provide for the acquisition and construction of improvements thereto; and

WHEREAS, under Section 5544.2 of the Law, the District has the power to incur indebtedness to be evidenced by promissory notes, the proceeds of which shall be applied to acquire necessary and proper lands and facilities for the District, and, if the indebtedness incurred pursuant to this section is for the acquisition of lands and facilities designated in the District's master plan, such indebtedness may be repaid during a period not to exceed 30 years, and all other acquisitions of land and facilities may be repaid during a period not to exceed 20 years; and

WHEREAS, the District has determined at this time that it is in the best financial interests of the District to issue its 2024 Promissory Notes (the "Notes"); and

WHEREAS, the Notes are proposed to be issued pursuant to an Indenture of Trust (the "Indenture") by and between the District and U.S. Bank Trust Company, National Association (the "Trustee); and

WHEREAS, the Board has approved a Debt Management Policy, and the issuance of the Notes will be in compliance with said policy; and

WHEREAS, in accordance with Government Code Section 5852.1, the Board has obtained and disclosed required information at the open public meeting in a staff report made publicly available on the date hereof; and

WHEREAS, the Board of Directors of the District (the "Board") wishes at this time to authorize the issuance of the Notes and the institution of proceedings for the issuance and sale thereof, respectively;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the East Bay Regional Park District as follows:

Section 1. Authorizations. The Board hereby authorizes the issuance of the Notes, in one or more series, on a federally taxable or tax-exempt basis, under the Law and the Indenture, in an aggregate principal amount not to exceed $47,500,000, for the purpose of acquiring land and

facilities of the District.

The President of the Board, Clerk of the Board, General Manager, Assistant General Manager of Finance & Management Services, and General Counsel to the District (each, a "District Representative") are each, acting alone, authorized and directed to determine, with the District's consultants, to take all actions and execute and deliver all documents, certificates, and instruments required for the issuance of the Notes. At any time after the adoption of this Resolution, the appropriate officers of the District shall proceed to prepare or cause to be prepared the necessary documentation for the sale of the Notes, which documentation will be subject to the approval of this Board prior to the Notes being sold.

Section 2. Approval of Indenture. The Board hereby approves the Indenture in substantially the form on file with the Clerk of the Board. The Indenture shall be executed in the name and on behalf of the District by a District Representative, each of whom are hereby authorized and directed to execute and deliver said form of Indenture on behalf of the District together with any changes therein or modifications thereof deemed necessary or advisable, including but not limited to additions required to incorporate the requirements of any municipal bond insurance policy obtained with respect to the Notes, and a District Representative's execution of the Indenture shall be conclusive evidence of the approval of any such changes and modifications, provided that the final maturity of the Notes shall not be more than 20 years from their date of issuance and delivery, the total principal amount of the Notes shall not exceed $47,500,000, the purchase price to be received by the District for the Notes shall be at least the par amount thereof, and the true interest cost of the Notes shall not exceed 6.0% per annum.

Section 3. Approval of Official Statement. The Board hereby approves the Preliminary Official Statement describing the Notes in substantially the form presented to this meeting. The District Representatives, each acting alone, are hereby authorized to approve any additions to or changes in such Preliminary Official Statement, to deem the resulting Preliminary Official Statement nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (the "Rule") and to execute an appropriate certificate stating such Authorized Officer's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. Distribution of the Preliminary Official Statement in connection with the competitive sale of the Notes is hereby approved. The District Representatives, each acting alone, are hereby authorized and directed to approve any changes in or additions to the Final Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of approval of any such changes and additions. The Board hereby authorizes the distribution of the Final Official Statement by the Underwriter. The Final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

Section 4. Official Actions. Each of the District Representatives, and any and all other officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and sale of the Notes as described herein. Whenever in this resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

Section 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2024

NEW ISSUE — BOOK-ENTRY ONLY

RATINGS: Moody's: "___"
S&P: "___"
See "CONCLUDING INFORMATION — Ratings"

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Note Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Notes is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. In the further opinion of Note Counsel, such interest is exempt from California personal income taxes. See "TAX MATTERS."

$[PAR]*
EAST BAY REGIONAL PARK DISTRICT
2024 PROMISSORY NOTES

Dated: Date of Delivery **Due: May 1; see inside cover**

The East Bay Regional Park District 2024 Promissory Notes (the "**Notes**") will be issued by the East Bay Regional Park District (the "**Park District**") pursuant to an Indenture of Trust dated as of August 1, 2024, between the Park District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), and a resolution of the Board of Directors of the Park District adopted on May 21, 2024. The proceeds of the Notes will be used to finance the acquisition of lands and facilities of the Park District and pay costs of issuing the Notes. See "PLAN OF FINANCING."

The Notes will be issued as fully registered notes in book-entry form only, initially registered in the name of Cede & Co., New York, New York, as nominee of The Depository Trust Company ("**DTC**"), New York, New York. Individual purchases of the Notes will be in principal amounts of $5,000 or in any integral multiples of $5,000. The Notes shall mature and become payable on May 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as set forth on the maturity schedule on the inside cover of this Official Statement. Interest on the Notes shall be payable on May 1 and November 1 in each year, commencing November 1, 2024 (each such date, an "**Interest Payment Date**"), so long as any of the Notes remain Outstanding. Payments of principal of and interest on the Notes will be paid by the Trustee to DTC for subsequent disbursement to DTC Participants who will remit such payments to the Beneficial Owners of the Notes. See "THE NOTES."

The Notes are subject to redemption prior to their stated maturity. See "THE NOTES – Redemption of Notes.

The Notes are limited obligations of the Park District payable solely from Tax Revenues (as defined in this Official Statement) or from other funds legally available therefor. Tax Revenues generally consist of limited *ad valorem* property taxes levied upon certain taxable property in the Park District by the Board of Supervisors of Alameda County and by the Board of Supervisors of Contra Costa County, and allocated to the Park District under applicable law. The Park District will annually set aside *ad valorem* property taxes or other legally available funds of the Park District sufficient to pay such interest and principal on the Notes on a timely basis, and such obligation to set aside is not subject to any contingencies. **The Notes will not be secured by a debt service reserve fund**. The Park District is permitted to issue additional obligations payable from Tax Revenues or from other funds legally available therefor. See "SOURCES OF PAYMENT FOR THE NOTES" and "RISK FACTORS."

MATURITY SCHEDULE
(See inside cover)

THE NOTES DO NOT CONSTITUTE AN OBLIGATION OF THE PARK DISTRICT FOR WHICH THE PARK DISTRICT IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE PARK DISTRICT HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. NEITHER THE NOTES NOR THE OBLIGATION OF THE PARK DISTRICT TO MAKE PAYMENTS ON THE NOTES CONSTITUTE AN INDEBTEDNESS OF THE PARK DISTRICT, THE STATE OF CALIFORNIA, OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

THIS COVER PAGE CONTAINS INFORMATION FOR GENERAL REFERENCE ONLY. IT IS NOT A SUMMARY OF THE SECURITY OR TERMS OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT, INCLUDING THE SECTION ENTITLED "RISK FACTORS," FOR A DISCUSSION OF SPECIAL FACTORS WHICH SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH IN THIS OFFICIAL STATEMENT, IN CONSIDERING THE INVESTMENT QUALITY OF THE NOTES.

The Notes will be sold and awarded pursuant to a competitive bidding process to be held on _____, 2024, as set forth in the Official Notice of Sale. The Notes are offered when, as and if sold and issued, subject to the approval as to their legality by Jones Hall, A Professional Law Corporation, San Francisco, California, as Note Counsel. Certain legal matters will be passed upon for the Park District by its General Counsel and Jones Hall, A Professional Law Corporation, as Disclosure Counsel. It is anticipated that the Notes in book-entry form, will be available for delivery through the facilities of DTC in New York, New York, on or about _____, 2024.

Dated: _____, 2024

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

* Preliminary; subject to change.

MATURITY SCHEDULE

$[PAR]*
EAST BAY REGIONAL PARK DISTRICT
2024 PROMISSORY NOTES

(Base CUSIP†: ___)

$_____ Serial Notes

Maturity Date (May 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP†

$_____ ____% Term Notes due May 1, 20__; Yield ___%; Price ____; CUSIP†:

C: Priced to optional redemption of May 1, 20__.

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright (c) 2024 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the Park District, the Purchaser or their agents or counsel take any responsibility for the accuracy of such numbers.

* Preliminary; subject to change.

EAST BAY REGIONAL PARK DISTRICT
(Alameda and Contra Costa Counties, California)

DISTRICT BOARD OF DIRECTORS

Elizabeth Echols, *Ward 1 Board Member, President*
Dee Rosario, *Ward 2 Board Member*
Dennis Waespi, *Ward 3 Board Member*
Ellen Corbett, *Ward 4 Board Member*
Olivia Sanwong, *Ward 5 Board Member*
John Mercurio, *Ward 6 Board Member*
Colin Coffey, *Ward 7 Board Member*

DISTRICT STAFF

Sabrina B. Landreth, *General Manager*
Deborah Spaulding, *Assistant General Manager of Finance & Management Services*
Lynne Bourgault*, General Counsel*

PROFESSIONAL SERVICES

Municipal Advisor

Fieldman, Rolapp & Associates, Inc.
Irvine, California

Note Counsel and Disclosure Counsel

Jones Hall, A Professional Law Corporation
San Francisco, California

Trustee

U.S. Bank Trust Company, National Association
Los Angeles, California

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations with respect to the Notes other than as contained in this Official Statement, and if given or made, such other information or representation must not be relied upon as having been authorized.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Notes will, under any circumstances, create any implication that there has been no change in the affairs of the Park District or any other parties described in this Official Statement.

Use of this Official Statement. This Official Statement is submitted in connection with the sale of the Notes referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract with the purchasers of the Notes.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness.

Document References and Summaries. All references to and summaries of the Indenture or other documents contained in this Official Statement are subject to the provisions of those documents and do not purport to be complete statements of those documents.

Certificates are Exempt from Securities Laws Registration. The issuance and sale of the Notes have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exemptions for the issuance and sale of municipal securities provided under Section 3(a)(2) of the Securities Act of 1933 and Section 3(a)(12) of the Securities Exchange Act of 1934.

Stabilization of Prices. In connection with this offering, the Purchaser may overallot or effect transactions which stabilize or maintain the market price of the Notes at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Purchaser may offer and sell the Notes to certain dealers and others at prices lower than the public offering prices set forth on the cover page hereof and said public offering prices may be changed from time to time by the Purchaser.

Estimates and Projections. Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE PARK DISTRICT DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

District Website. The Park District maintains a website. However, the information presented on such website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Notes.

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[Insert Location Map]

OFFICIAL STATEMENT

$[PAR]*
EAST BAY REGIONAL PARK DISTRICT
2024 Promissory Notes

INTRODUCTION

This introduction contains only a brief summary of certain of the terms of the Notes being offered, and a brief description of the Official Statement. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement.

General

The purpose of this Official Statement (which includes the cover page, inside cover page and the Appendices) is to provide information concerning the issuance of the East Bay Regional Park District 2024 Promissory Notes (the "**Notes**") by the East Bay Regional Park District (the "**Park District**").

The Park District

In 1934, the residents of western Alameda County, California voted to establish a regional park system for the express purpose of acquiring surplus watershed and other lands for use as public parks, subsequently causing the formation of the Park District. Following the Park District's annexation of Contra Costa County, California, in 1964, and other additions in 1966, 1981, which extended the Park District through the remaining parts of Contra Costa County and 1993, which included the remaining parts of Alameda County not previously within the Park District's boundaries, the Park District's sphere of influence reached its current size encompassing 33 cities and 1,745 square miles. The Park District serves over 2.8 million residents in Alameda and Contra Costa Counties (each a "**County**," and, together, the "**Counties**").

Beginning in 1936 with a purchase of 105 acres, the Park District has grown steadily and today operates approximately 126,816 acres of parklands, open space and trails, including approximately 58,780.8 acres in Alameda County and approximately 68,036 acres in Contra Costa County. The Park District operates 73 regional parks, recreation areas, wilderness areas, shoreline parks, preserves and maintains other lands in landbank status; 31 completed regional trails and numerous inter-park trails covering over 1,330 miles within parklands; 8 freshwater lakes, 3 large swim lagoons, operates 3 State Parks and 2 San Francisco Bay Beaches, boating facilities, and stocked fishing lakes and lagoons. Approximately ninety percent of the Park District's lands are protected and operated as natural parklands, providing critical wildlife habitat for more than 500 different vertebrate species.

* Preliminary; subject to change.

The Park District is bounded on the west and north by San Francisco Bay, San Pablo Bay and Suisun Bay and extends forty miles inland to the south and east. All District lands are assigned to one of six categories: regional park, regional shoreline, regional preserve, regional recreation area, regional trail or land bank. Although well known for the large tracts of open space and extensive trail systems it maintains, the Park District operates a wide range of recreational facilities, including 10 visitors centers, 2 golf courses, 1 disc-golf course, 3 disabled access swimming pools, 3 campgrounds, a botanical garden, 12 children's playgrounds, 1 adult exercise location, 8 wedding, meeting and banquet facilities, 4 equestrian centers, 3 mobile education resources, and numerous picnic areas.

Governing Board and Management

The seven-member Board of Directors of the Park District (the "**Board**"), elected by ward, establishes policies for the Park District that promote and protect the public interest as it is served by District parks and programs. Specifically, the Board sets general operating objectives for the Park District's parks and trails, monitors financial and long-range planning, establishes policies governing conditions of employment, and sets policies to protect and enhance the natural and cultural resources of the Park District. Members of the Board are elected for staggered four-year terms. For additional information about the operations and finances of the Park District, see "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES."

Authority for the Notes

The Notes are being issued pursuant to (i) Section 5544.2 of the California Public Resources Code (the "**Law**"), (ii) an Indenture of Trust, dated as of August 1, 2024 (the "**Indenture**"), between the Park District and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**") and (iii) a resolution of the Board of Directors of the Park District (the "**Board**"), adopted at a regularly scheduled meeting on May 21, 2024 (the "**Resolution**").

Purpose

The proceeds of the sale of the Notes will be used to finance the acquisition of lands and facilities of the Park District (the "**Project**") and pay costs of issuing the Notes. See "PLAN OF FINANCING – The Project" for a description of the Project.

Sources of Payment for the Notes

The Notes are limited obligations of the Park District, payable solely from the Tax Revenues (as defined herein) or from other funds legally available therefor. Tax Revenues generally consist of limited *ad valorem* property taxes levied upon certain taxable property in the Park District by the Board of Supervisors of Alameda County and by the Board of Supervisors of Contra Costa County, and allocated to the Park District under applicable law. Neither the full faith and credit nor the taxing power of the Park District is pledged for the payment of the interest on or principal of the Notes, and the Notes are not and shall not be secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, the Tax Revenues or any other property, income, revenues or funds of the Park District. See "SOURCES OF PAYMENT FOR THE NOTES – Tax Revenues."

No Debt Service Reserve Fund

The Notes will not be secured by a debt service reserve fund.

No Senior or Parity Debt

Under the Indenture, so long as the Notes are outstanding, the Park District is not permitted to issue or incur any bonds, notes or other obligations, which are in any case either (a) secured by a lien on all or any part of the Tax Revenues or (b) payable from Tax Revenues in any manner which would constitute a priority superior to the payment of the Notes. The Park District may issue additional promissory notes under Section 5544.2 of the Law. See "SOURCES OF PAYMENT FOR THE NOTES – Limitation on Superior Debt and Parity Debt."

The Park District has certain long-term debt obligations, including a series of promissory notes previously issued by the Park District in 2012 under Section 5544.2 of the Law. Like the Notes, such notes are limited obligations of the Park District payable solely from Tax Revenues or from other funds legally available. See "SOURCES OF PAYMENT FOR THE NOTES – General Obligation Debt and Long-Term Obligations of the Park District – *Other Long-Term Obligations*."

The Park District may issue additional promissory notes in the future under Section 5544.2 of the Law payable out of the same legally available funds from which debt service on the Notes is payable. See "CERTAIN RISK FACTORS – Additional Obligations of the Park District."

Redemption

The Notes are subject to redemption prior to their stated maturity as described in this Official Statement. See "THE NOTES – Redemption of the Notes."

Limited Obligations

The Notes do not constitute an obligation of the Park District for which the Park District is obligated to levy or pledge any form of taxation or for which the Park District has levied or pledged any form of taxation. **Neither the Notes nor the obligation of the Park District to make payments on the Notes constitute an indebtedness of the Park District, the State of California, or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation or restriction**.

Summaries Not Definitive

The summaries of, and references to, documents, statutes, reports and other instruments referred to in this Official Statement do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each document, statute, report, or instrument. The capitalization of any word not conventionally capitalized, or otherwise defined in this Official Statement, indicates that such word is defined in a particular agreement or other document and, as used in this Official Statement, has the meaning given it in such agreement or document. See "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

Copies of the documents described in this Official Statement will be available from the Park District's Finance Department, 2950 Peralta Oaks Court, Oakland, California 94605,

telephone: (510) 544-2400. The Park District may impose a charge for copying, mailing and handling.

PLAN OF FINANCE

The Project

The net proceeds of the Notes will be used to finance the Project. The Project will consist of a building at 2955 Peralta Oaks Court in Oakland, California, and will house the Park District's police, fire and administrative staff. Construction is expected to commence in August, 2024 and to be completed by August, 2026.

In 2019, the Park District purchased the property across the street from its current administration building, with the intent to replace the current public safety building that has reached the end of its useful life, and to provide additional administrative space needed to accommodate the Park District's growth over the past several decades. The Public Safety Division includes the Park District's Police, Fire, Emergency Dispatch and Lifeguard Services Departments. This division plays a critical role fulfilling the mission of the Park District, including protecting natural resources with the wildfire reduction/fuels management program and providing a safe environment for park users.

The building was initially constructed in 1983 and was built for use by the State Compensation Insurance Fund. It is a four-level, steel frame building of approximately 107,000 square feet, of which approximately 65,000 square feet are occupiable. It has been the Park District's intent to renovate the building to meet current code requirements and to meet the Park District's specific programmatic and operational needs for public service.

Estimated Sources and Uses of Funds

The proceeds to be received from the sale of the Notes are anticipated to be applied as follows:

SOURCES OF FUNDS:	
Principal Amount of Notes	$
Plus: Net Original Issue Premium	
Total Sources:	$
USES OF FUNDS:	
Acquisition and Improvement Fund	$
Costs of Issuance(1)	
Total Uses:	$

(1) Includes the Purchaser's discount, legal fees, Municipal Advisor fees, Trustee fees, printing expenses, rating fees and other costs of issuing the Notes.

THE NOTES

Form and Registration

The Notes will be issued in the form of fully registered Notes, without coupons, in denominations of $5,000 or any integral multiple of $5,000, and will be dated the date of issuance to the original purchaser. The Notes will mature on the dates and in the amounts set forth on the inside front cover of this Official Statement. The Notes, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("**DTC**"). So long as DTC, or Cede & Co. as its nominee, is the registered owner of all Notes, all payments on the Notes will be made directly to DTC, and disbursement of such payments to the participants in DTC's book-entry only system ("**DTC Participants**") will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners (as defined in "APPENDIX F – DTC and the Book-Entry Only System") will be the responsibility of the DTC Participants. See "– Book-Entry Only System."

Payment of Principal and Interest

The Notes will bear interest at the rates set forth on the inside cover page hereof on May 1 and November 1 of each year, commencing on November 1, 2024 (each, an "**Interest Payment Date**"), computed using a year of 360 days comprising twelve 30-day months.

Interest on the Notes will be payable by check or draft of the Trustee mailed on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each Interest Payment Date. Principal of and premium (if any) on any Note shall be paid upon presentation and surrender thereof at the Office of the Trustee. Both the principal of and interest and premium (if any) on the Notes shall be payable in lawful money of the United States of America.

Each Note will be dated as of the date of its original delivery and will bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before October 15, 2024, in which event it shall bear interest from the date of its original delivery; provided, however, that if, as of the date of authentication of any Note, interest thereon is in default, such Note shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Transfer and Exchange of Notes

Any Note may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Note to the Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Note or Notes shall be surrendered for registration of transfer, the Park District shall execute and the Trustee shall deliver a new Note or Notes, for like maturity and like aggregate principal amount. The Trustee may refuse to transfer any Notes during the period 15 days prior to the date established by the Trustee for the selection of Notes for redemption, or as to Notes selected for redemption by the Trustee pursuant to the provisions of the Indenture.

Notes may be exchanged at the Office of the Trustee for a like aggregate principal amount of Notes of other authorized denominations of the same maturity. The Trustee may refuse to

exchange any Notes during the 15 days prior to the date established by the Trustee for the selection of Notes or as to Notes selected for redemption by the Trustee pursuant to the provisions of the Indenture.

Redemption of the Notes*

Optional Redemption. The Notes maturing on or before May 1, 20__, are not subject to optional redemption prior to maturity. The Notes maturing on or after May 1, 20__, are subject to redemption at the option of the Park District in whole or in part on any date on or after May 1, 20__, from such maturities as are selected by the Park District (and by lot within a maturity) from any available source of funds, at a redemption price equal to the principal amount of Notes to be redeemed, plus accrued but unpaid interest to the redemption date, without premium.

Mandatory Sinking Fund Redemption. The Notes mature on May 1, 20___ (the "**Term Notes**") are also be subject to mandatory redemption in whole, or in part by lot, on May 1, 20__, and on May 1 in each year thereafter, from sinking fund deposits made by the Park District, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof may be purchased as described under the subcaption "– *Purchase In Lieu of Redemption*" below, in the aggregate respective principal amounts and on the respective dates as set forth in the following table:

Sinking Account Redemption Date (May 1)	**Principal Amount To Be Redeemed or Purchased**
(Maturity)	

If some but not all of the Term Notes have been optionally redeemed as described under the subcaption "– *Optional Redemption*" above, the total amount of all future Sinking Fund payments will be reduced by the aggregate principal amount of Term Notes so redeemed, to be allocated as directed by the Park District or, if not so directed, among such sinking fund payments on a pro rata basis in integral multiples of $5,000.

Notice of Redemption. The Trustee on behalf and at the expense of the Park District shall mail (by first class mail) notice of any redemption at least 30 but not more than 60 days prior to the redemption date, to (i) the respective Owners of any Notes designated for redemption at their addresses appearing on the Registration Books, and (ii) the Securities Depositories and to any one of the Information Services; but such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Notes or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall designate the CUSIP number of the Notes to be redeemed, state the individual number of each Note to be redeemed or state that all Notes between two stated numbers (both inclusive) or all of the Notes Outstanding are to be redeemed, and shall require that such Notes be then surrendered at the Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Notes will not accrue after the redemption date. Each notice relating to

* Preliminary; subject to change.

an optional redemption as described under the subcaption "– *Optional Redemption*" above will further state that such redemption may be rescinded by the Park District on or prior to the date fixed for redemption.

Partial Redemption of Notes. In the event only a portion of any Note is called for redemption, then upon surrender of such Note the Park District shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Park District, a new Note or Notes of the same series and maturity of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Note to be redeemed.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Notes so called for redemption shall have been duly provided, such Notes so called shall cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice.

Manner of Redemption. Whenever any Notes are to be selected for redemption by lot, the Trustee shall determine by lot by such method as the Trustee shall deem fair and appropriate, the Notes or portions thereof to be redeemed, and shall notify the Park District thereof. All Notes redeemed shall be canceled and shall, upon Written Request of the Park District, thereupon be delivered to the Park District.

Purchase In Lieu of Redemption. In lieu of optional or mandatory sinking fund redemption of Notes as described under the subcaptions "– *Optional Redemption*" and "– *Mandatory Sinking Fund Redemption*," the Park District may apply any available amounts at any time for the purchase of the Notes at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Park District may in its discretion determine. In the event that upon the purchase of such Notes any such Notes are delivered to the Trustee for cancellation, the Park District shall notify the Trustee in writing regarding which sinking fund redemption payments should be reduced as a result of the cancellation of such Term Notes.

Book-Entry System

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered certificates registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered certificate will be issued for each maturity of the Notes, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See "APPENDIX F – DTC and the Book-Entry Only System."

The Park District and the Trustee cannot and do not give any assurances that DTC, DTC Participants or others will distribute payments of principal, interest or premium, if any, with respect to the Notes paid to DTC or its nominee as the registered owner, or will distribute any redemption notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. The Park District and the Trustee are not responsible or liable for the failure of DTC or any DTC Participant to make any payment or give any notice to a Beneficial Owner with respect to the Notes or an error or delay relating thereto.

DEBT SERVICE SCHEDULE

The following table shows the annual debt service on the Notes (assuming no optional redemptions).

Fiscal Year Ending[(1)]	Principal	Interest	Total Debt Service
Total			

(1) The Park District's fiscal year end date is the same as the last day of the calendar year, December 31.

SOURCES OF PAYMENT FOR THE NOTES

Tax Revenues

Under the Indenture, the Notes shall be limited obligations of the Park District, payable solely from the Tax Revenues or from other funds legally available therefor. The Park District accounts for such revenues and other funds primarily through the Park District's General Fund. See "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES – DISTRICT FINANCIAL INFORMATION" for information regarding the Park District's property tax revenues and other funds in the General Fund.

"**Tax Revenues**" are defined in the Indenture to mean all limited *ad valorem* taxes levied upon certain taxable property in the Park District by the Board of Supervisors of Alameda County and by the Board of Supervisors of Contra Costa County, and allocated to the Park District pursuant to the provisions of Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code of the State of California, including all payments, subventions and reimbursements, if any, to the Park District specifically attributable to taxes lost by reason of tax exemptions and tax rate limitations; but excluding all Tax Overrides, if any.

"**Tax Overrides**" are defined in the Indenture to mean any taxes levied for the sole purpose of providing for payment of principal and interest on any voter-approved indebtedness incurred by the Park District, which taxes would not otherwise be subject to levy but for the issuance of such indebtedness.

Neither the full faith and credit nor the taxing power of the Park District is pledged for the payment of the interest on or principal of the Notes, and the Notes are not and shall not be secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, the Tax Revenues or any other property, income, revenues or funds of the Park District.

In order to provide for the timely payment of the interest on and principal of the Notes as the same becomes due, under the Indenture, the Park District agrees and covenants, consistent with the foregoing and as authorized by and subject to the Law, that until the interest on and the principal of the Notes are paid in full or until there is a sum in the treasury of the Park District set apart for that purpose sufficient to meet all payments of the interest on and the principal of the Notes as they become due, it will annually set aside a portion of the Tax Revenues or other legally available funds of the Park District sufficient to pay such interest and principal which will become due before the Tax Revenues levied at the next general tax levy will be available for such purpose.

In addition, under the Indenture, the Park District covenants to prepare and adopt a budget for each Fiscal Year, which budget shall provide as a priority item for the payment of the interest and premium, if any, on and the principal of the Notes (together with all other indebtedness or other obligations of the Park District payable from the Tax Revenues) becoming due and payable in such Fiscal Year. The Indenture further provides that the Park District shall annually appropriate and make any necessary supplemental appropriations of Tax Revenues and other legally available moneys in an amount fully sufficient to make such payments. Within 60 days following the adoption of any such budget, the Park District shall file with the Trustee a Written Certificate of the Park District stating that the Park District has appropriated in such budget all amounts required pursuant to this Section.

Deposit of Tax Revenues

The Park District has established the General Fund, which shall continue to be held by the Chief Finance Officer (or other District official who is primarily responsible for the administration of the Park District's financial affairs or deputy or assistant to such official) (the "**CFO**") separate and apart from all other funds of the Park District. The CFO shall deposit or cause to be deposited in the General Fund all Tax Revenues promptly upon the receipt thereof. In the event that the amounts on deposit in the General Fund on the Business Day preceding any Interest Payment Date shall be insufficient to enable the CFO to make any transfer then required to be made to the Trustee pursuant to the Indenture as summarized under the subcaption "– Transfer of Funds to Trustee" below, the CFO shall thereupon deposit or cause to be deposited in the General Fund the amount of such insufficiency from any source of legally available funds of the Park District.

Transfer of Funds to Trustee

Moneys in the General Fund shall be transferred by the CFO to the Trustee in immediately available funds in the following amounts at the following times for deposit by the Trustee in the Debt Service Fund, which is established with the Trustee to be held in trust under the Indenture for the benefit of the Note Owners.

On or before the Business Day preceding each Interest Payment Date, the CFO shall withdraw from the General Fund and transfer to the Trustee for deposit in the Debt Service Fund an amount which, when added to the amount contained in the Debt Service Fund on the date of such transfer, equals the aggregate amount of the principal of and interest on the Outstanding Notes becoming due and payable on such Interest Payment Date, including pursuant to mandatory sinking fund redemption.

No such transfer and deposit need be made to the Debt Service Fund if the amount contained therein at least equals the amount of principal of and interest on the Outstanding Notes to become due on the next succeeding Interest Payment Date or such other date fixed for redemption or purchase pursuant to the Indenture. All moneys in the Debt Service Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest and premium (if any) on the Notes as they become due and payable (including accrued interest on any Notes redeemed prior to maturity pursuant to the Indenture).

Funds held by the Trustee may be invested in Permitted Investments (as defined in the Indenture) specified by the Park District. See "APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE."

No Debt Service Reserve Fund

The Notes will not be secured by a debt service reserve fund.

Limitation on Superior Debt and Parity Debt

Pursuant to the Indenture, the Park District has covenanted that, so long as the Notes are outstanding, the Park District will not issue or incur any bonds, notes or other obligations, which are in any case either (a) secured by a lien on all or any part of the Tax Revenues or (b) payable from Tax Revenues in any manner which would constitute a priority superior to the payment of the Notes.

The Indenture further provides that nothing therein is intended or shall be construed in any way to prohibit or impose any limitations upon the issuance by District of additional limited obligation bonds or promissory notes under Section 5544.2 of the Law or any other applicable provision of the Law, the entering into long-term lease agreements, and the issuance or incurring of other obligations that would be payable out of the same legally available funds from which debt service on the Notes is payable.

The Park District has certain long-term debt obligations, including a series of promissory notes previously issued by the Park District in 2012 under Section 5544.2 of the Law. Like the Notes, such notes are limited obligations of the Park District payable solely from Tax Revenues or from other funds legally available. See "– General Obligation Debt and Long-Term Obligations of the Park District – *Other Long-Term Obligations*" and "CERTAIN RISK FACTORS – Additional Obligations of the Park District."

Ad valorem Property Taxation

Taxes are levied by the Counties for each Fiscal Year on taxable real and personal property which is situated in the Park District as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State-assessed public utilities property and real property having a tax lien which is sufficient, in the opinion of the County Assessors of the Counties, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each Fiscal Year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. Property on the secured roll with respect to which taxes are delinquent becomes tax defaulted on or about June 30 of the Fiscal Year. Such property may thereafter be redeemed by payment of a penalty of 1.5% per month to the time of redemption, plus costs and a redemption fee. If taxes are unpaid for a period of five years or more, the property is subject to sale.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10% penalty attaches to delinquent unsecured taxes. If unsecured taxes are unpaid by 5:00 p.m. on October 31, an additional penalty of 1.5% attaches to them on the first day of each month until paid. The taxing authority has four ways of collecting delinquent unsecured personal property taxes: (1) bringing a civil action against the taxpayer; (2) filing a certificate in the office of the County Clerk of a County specifying certain facts in order to obtain a lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the County Clerk and County Recorder's office of the applicable County in order to obtain a lien on certain property of the taxpayer; and (4) seizing and selling personal property, improvements, or possessory interests belonging or assessed to the assessee.

Allocation of Property Taxes

The allocation of *ad valorem* property taxes to local governments and, accordingly, the Park District, is subject to certain State statutes, which may change from time to time. However, such allocation of *ad valorem* property taxes has received constitutional protection, and the Park District believes that any such change will not adversely affect its ability to pay debt service on the Notes. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON DISTRICT TAX REVENUES AND APPROPRIATIONS – Proposition 1A; Proposition 22" for further information.

Assessed Valuations

The assessed valuation of property in the Park District is established by the County Assessors of the Counties, except for public utility property, which is assessed by the SBE. Assessed valuations are reported at 100% of the "full value" of the property, as defined in Article XIIIA of the California Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. Prior to 1981-82, assessed valuations were reported at 25 percent of the full value of property. Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls. No reimbursement is made by the State for such exemptions. "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON DISTRICT TAX REVENUES AND APPROPRIATIONS."

The following table provides a recent history of the assessed valuation of property in the Park District. The Fiscal Year 2023-24 assessed valuation in Contra Costa County increased 6.3% from Fiscal Year 2022-23. The Fiscal Year 2023-24 assessed valuation in Alameda County, excluding the Murray Township Area, increased 7.1% over Fiscal Year 2022-23. In 1993, the eastern portion of the County of Alameda was annexed into the Park District, which is referred in this Official Statement to as the Murray Township.

EAST BAY REGIONAL PARK DISTRICT
Summary of Assessed Valuation
Fiscal Years 2014-15 through 2023-24

Contra Costa County Portion Only

Fiscal Year	Local Secured	Utility	Unsecured	Total
2014-15	$153,890,877,314	$1,093,614,055	$5,485,371,422	$160,469,862,791
2015-16	166,143,700,424	989,438,611	5,238,343,881	172,371,482,916
2016-17	176,545,464,148	969,779,069	5,145,073,152	182,660,316,369
2017-18	186,998,751,975	732,963,837	5,198,546,983	192,930,262,795
2018-19	198,900,921,175	660,996,279	5,490,387,706	205,052,305,160
2019-20	209,515,810,794	622,389,632	5,712,374,229	215,850,574,655
2020-21	219,762,711,807	566,730,999	5,955,036,112	226,284,478,918
2021-22	227,244,068,352	559,297,728	6,252,916,047	234,056,282,127
2022-23	244,978,840,220	583,445,735	6,729,962,127	252,292,248,082
2023-24	259,154,493,626	602,010,084	8,517,661,083	268,274,164,793

EAST BAY REGIONAL PARK DISTRICT
Summary of Assessed Valuation
Fiscal Years 2014-15 through 2023-24
(Continued)

Alameda County Portion – Original Area

Fiscal Year	Local Secured	Utility	Unsecured	Total
2014-15	$193,190,966,767	$585,394,934	$11,033,261,072	$204,809,622,773
2015-16	208,267,633,825	573,966,173	11,878,769,821	220,720,369,819
2016-17	223,604,340,015	555,634,357	12,035,968,389	236,195,942,761
2017-18	239,236,443,758	452,139,303	12,315,284,786	252,003,867,847
2018-19	256,347,255,816	427,865,670	12,728,832,426	269,503,953,912
2019-20	274,448,648,645	419,565,841	13,944,498,523	288,812,713,009
2020-21	293,452,353,818	420,116,429	15,172,129,525	309,044,599,772
2021-22	307,439,402,399	440,326,348	15,269,214,659	323,148,943,406
2022-23	332,559,100,337	301,694,494	16,522,464,934	349,383,259,765
2023-24	354,587,058,728	317,282,759	19,333,957,074	374,238,298,561

Alameda County Portion – Annexed Murray Township Area (Not Subject to Bond Override)[(1)]

Fiscal Year	Local Secured	Utility	Unsecured	Total
2014-15	$14,812,060,518	$184,638,572	$661,971,793	$15,658,670,883
2015-16	15,951,582,555	184,844,003	685,671,876	16,822,098,434
2016-17	16,914,489,236	171,354,813	805,418,450	17,891,262,499
2017-18	18,093,104,317	145,675,046	786,643,533	19,025,422,896
2018-19	19,223,843,622	132,786,682	938,063,226	20,294,693,530
2019-20	20,309,766,587	124,185,172	1,105,139,504	21,539,091,263
2020-21	21,195,527,562	105,488,961	1,114,286,531	22,415,303,054
2021-22	22,149,800,389	115,941,271	1,203,509,874	23,469,251,534
2022-23	24,020,202,694	100,498,470	1,280,700,095	25,401,401,259
2023-24	25,242,957,206	94,689,017	1,386,847,099	26,724,493,322

Total District[(2)]

Fiscal Year	Local Secured	Utility	Unsecured	Total
2014-15	$361,893,904,599	$1,863,647,561	$17,180,604,287	$380,938,156,447
2015-16	390,362,916,804	1,748,248,787	17,802,785,578	409,913,951,169
2016-17	417,064,293,399	1,696,768,239	17,986,459,991	436,747,521,629
2017-18	444,328,300,050	1,330,778,186	18,300,475,302	463,959,553,538
2018-19	474,472,020,613	1,221,648,631	19,157,283,358	494,850,952,602
2019-20	504,274,226,026	1,166,140,645	20,762,012,256	526,202,378,927
2020-21	534,410,593,187	1,092,336,389	22,241,452,168	557,744,381,744
2021-22	556,833,271,140	1,115,565,347	22,725,640,580	580,674,477,067
2022-23	601,558,143,251	985,638,699	24,533,127,156	627,076,909,106
2023-24	638,984,509,560	1,013,981,860	29,238,465,256	669,236,956,676

Total District for General Obligation Bonds[(3)]

Fiscal Year	Local Secured	Utility	Unsecured	Total
2014-15	$347,081,844,081	$1,679,008,989	$16,518,632,494	$365,279,485,564
2015-16	374,411,334,249	1,563,404,784	17,117,113,702	393,091,852,735
2016-17	400,149,804,163	1,525,413,426	17,181,041,541	418,856,259,130
2017-18	426,235,195,733	1,185,103,140	17,513,831,769	444,934,130,642
2018-19	455,248,176,991	1,088,861,949	18,219,220,132	474,556,259,072
2019-20	483,964,459,439	1,041,955,473	19,656,872,752	504,663,287,664
2020-21	513,215,065,625	986,847,428	21,127,165,637	535,329,078,690
2021-22	534,683,470,751	999,624,076	21,522,130,706	557,205,225,533
2022-23	577,537,940,557	885,140,229	23,252,427,061	601,675,507,847
2023-24	613,741,552,354	919,292,843	27,851,618,157	642,512,463,354

(1) Property in the Murray Township is not subject to the *ad valorem* tax securing the Park District's general obligation bonds.
(2) Includes property in the Murray Township.
(3) Represents assessed value of property in the Park District excluding the Murray Township.
Source: California Municipal Statistics, Inc.

Pursuant to the Act, the Park District may issue bonds in an amount up to 5% of the assessed valuation of taxable property within its boundaries. Prior to the issuance of the Notes and based on Fiscal Year 2023-24 assessed valuation (excluding the Murray Township Area), the Park District's gross bonding capacity is approximately $32 billion. See "SOURCES OF PAYMENT FOR THE NOTES – General Obligation Debt and Long-Term Obligations of the Park District – *Outstanding General Obligation Bonds*" for a description of the Park District's outstanding general obligation bonds.

Taxation of State-Assessed Utility Property

A small portion (less than 1%) of property tax revenue of the Park District is derived from utility property subject to assessment by the State Board of Equalization ("**SBE**"). Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as "**unitary property,**" a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and "operating nonunitary" property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuation by Land Use

The following table sets forth the taxable real property located in the Park District by principal purpose for which the land is used, and the assessed valuation and number of parcels for each use for Fiscal Year 2023-24.

EAST BAY REGIONAL PARK DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2023-24

Non-Residential:	2023-24 Assessed Valuation [1]	% of Total	No. of Parcels	% of Total
Agricultural/Rural	$ 1,392,143,010	0.22%	2,914	0.35%
Commercial/Office	78,234,306,651	12.22	25,893	3.13
Vacant Commercial	1,325,386,372	0.21	2,265	0.27
Industrial	53,897,298,307	8.42	11,147	1.35
Vacant Industrial	1,811,302,034	0.28	1,914	0.23
Recreational	966,027,619	0.15	1,922	0.23
Government/Social/Institutional	2,254,887,229	0.35	7,330	0.89
Power Plants/Utility	1,013,981,860	0.16	289	0.03
Miscellaneous	466,554,833	0.07	1,718	0.21
Subtotal Non-Residential	$141,361,887,915	22.09%	55,392	6.69%
Residential:				
Single Family Residence	$397,380,703,133	62.09%	601,168	72.59%
Condominium/Townhouse	48,991,865,830	7.65	106,114	12.81
Mobile Home	66,912,622	0.01	2,312	0.28
2-4 Residential Units	15,514,058,924	2.42	31,755	3.83
5+ Residential Units/Apartments	30,679,019,639	4.79	11,596	1.40
Vacant Residential	6,004,043,357	0.94	19,877	2.40
Subtotal Residential	$498,636,603,505	77.91%	772,822	93.31%
Total	$639,998,491,420	100.00%	828,214	100.00%

(1) Total Secured Assessed Valuation, excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Assessed Valuation of Single-Family Residential Properties

The following table sets forth the assessed value of single-family residential properties in the Park District for Fiscal Year 2023-24, which comprise approximately 62% of the total assessed value of taxable property in the Park District for such Fiscal Year. For Fiscal Year 2023-24, the average assessed value of single-family residential properties in the Park District is $661,014, and the median assessed value of such properties is $538,000.

EAST BAY REGIONAL PARK DISTRICT
Per Parcel Assessed Valuation of Single-Family Homes
Fiscal Year 2023-24

	No. of Parcels	2023-24 Assessed Valuation	Average Assessed Valuation	Median Assessed Valuation
Single Family Residential	601,168	$397,380,703,133	$661,014	$538,000

2023-24 Assessed Valuation	No. of Parcels [1]	% of Total	Cumulative % of Total	Total Valuation	% of Total	Cumulative % of Total
$0 - $99,999	37,295	6.204%	6.204%	$ 2,610,653,464	0.657%	0.657%
$100,000 - $199,999	55,064	9.160	15.363	8,270,421,446	2.081	2.738
$200,000 - $299,999	61,177	10.176	25.540	15,372,697,663	3.869	6.607
$300,000 - $399,999	63,651	10.588	36.128	22,264,159,504	5.603	12.209
$400,000 - $499,999	61,187	10.178	46.306	27,497,478,962	6.920	19.129
$500,000 - $599,999	56,505	9.399	55.705	31,021,386,742	7.806	26.936
$600,000 - $699,999	49,911	8.302	64.007	32,369,566,574	8.146	35.081
$700,000 - $799,999	42,088	7.001	71.008	31,495,710,300	7.926	43.007
$800,000 - $899,999	33,942	5.646	76.654	28,787,830,371	7.244	50.252
$900,000 - $999,999	27,517	4.577	81.231	26,089,687,841	6.565	56.817
$1,000,000 - $1,099,999	21,223	3.530	84.762	22,231,965,666	5.595	62.412
$1,100,000 - $1,199,999	16,262	2.705	87.467	18,666,449,091	4.697	67.109
$1,200,000 - $1,299,999	13,514	2.248	89.715	16,861,781,202	4.243	71.352
$1,300,000 - $1,399,999	11,468	1.908	91.622	15,457,640,789	3.890	75.242
$1,400,000 - $1,499,999	9,401	1.564	93.186	13,610,857,804	3.425	78.667
$1,500,000 - $1,599,999	7,719	1.284	94.470	11,943,033,700	3.005	81.673
$1,600,000 - $1,699,999	6,104	1.015	95.485	10,052,136,870	2.530	84.202
$1,700,000 - $1,799,999	4,803	0.799	96.284	8,391,289,406	2.112	86.314
$1,800,000 - $1,899,999	3,915	0.651	96.936	7,236,513,513	1.821	88.135
$1,900,000 - $1,999,999	3,015	0.502	97.437	5,872,091,665	1.478	89.613
$2,000,000 and greater	15,407	2.563	100.000	41,277,350,560	10.387	100.000
	601,168	100.000%		$397,380,703,133	100.000%	

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple-family units.
Source: California Municipal Statistics, Inc.

Largest Secured Property Taxpayers in District

The twenty taxpayers in the Park District with the greatest combined secured assessed valuation of taxable property on the Fiscal Year 2023-24 tax roll, and the assessed valuations thereof, are shown below.

EAST BAY REGIONAL PARK DISTRICT
Largest Local Secured Taxpayers
Fiscal Year 2023-24

	Property Owner	Primary Land Use	2023-24 Assessed Valuation	% of Total [1]
1.	Chevron USA Inc.	Industrial – Refinery	$3,201,895,645	0.50%
2.	Tesla Inc.	Industrial	2,930,168,016	0.46
3.	Phillips 66 Company	Industrial – Refinery	1,293,550,234	0.20
4.	Martinez Refining Company LLC	Industrial – Refinery	1,231,791,159	0.19
5.	BRE Properties Inc.	Apartments	1,044,373,417	0.16
6.	First Walnut Creek Mutual	Cooperatives – Rossmoor	610,043,855	0.10
7.	Pacific Commons Owner LP	Industrial	489,240,657	0.08
8.	BA2 300 Lakeside LLC	Office Building	467,811,767	0.07
9.	Sunset Land Company LLC / Sunset Building Company LLC	Office Building	463,468,582	0.07
10.	Marathon Petroleum Corporation	Industrial – Refinery	459,460,306	0.07
11.	Essex Portfolio LP / Essex San Ramon Partners LP	Apartments	457,579,389	0.07
12.	Second Walnut Creek Mutual	Cooperatives – Rossmoor	453,568,291	0.07
13.	ASN Bay Landing LLC / Avalon Bay Communities	Apartments	445,181,731	0.07
14.	Uptown Broadway LLC	Office Building	438,146,100	0.07
15.	CP VI Franklin LLC	Office Building	435,090,813	0.07
16.	BMR Gateway Boulevard LLC	Industrial	402,381,464	0.06
17.	Bayer Healthcare LLC	Industrial	397,205,250	0.06
18.	Marsh Landing LLC	Power Plant	382,400,000	0.06
19.	SOFXI WFO Center 21 Owner LLC	Office Building	378,508,784	0.06
20.	CP V Walnut LLC	Apartments	369,776,961	0.06
			$16,351,642,421	2.55%

(1) Based on 2023-24 Total Secured Assessed Valuation: $639,998,491,420.
Source: California Municipal Statistics, Inc.

Tax Rate Areas

Contained within the Park District's boundaries are numerous overlapping local agencies. The following tables show *ad valorem* property tax rates for the Fiscal Year 2023-24 tax year in the Park District's two largest Tax Rate Areas in each of Alameda County and Contra Costa County (representing a total of approximately 13% of the assessed valuation of property within the Park District for such Fiscal Year).

EAST BAY REGIONAL PARK DISTRICT
Typical Total Tax Rates per $100 of Assessed Valuation[(1)]
Fiscal Year 2023-24

Alameda County

TRA 17-001 (2023-24 Assessed Valuation: $37,161,560,848)

General	$1.0000
Alameda County	.0088
Oakland Unified School District Bonds	.0990
Peralta Community College District	.0418
Bay Area Rapid Transit District	.0134
East Bay Regional Park District	.0057
City of Oakland	.2035
Total	$1.3722

TRA 13-000 (2023-24 Assessed Valuation: $27,089,609,049)

General	$1.0000
Alameda County	.0088
Berkeley Unified School District	.0743
Peralta Community College District	.0418
Bay Area Rapid Transit District	.0134
East Bay Regional Park District	.0057
City of Berkeley	.0620
Total	$1.2060

Contra Costa County

TRA 2-002 (2023-24 Assessed Valuation: $13,701,726,758)

General	$1.0000
Mount Diablo Unified School District	.0710
Contra Costa Community College District	.0146
Bay Area Rapid Transit District	.0134
East Bay Regional Park District	.0057
Total All Property Tax Rate	$1.1047
Contra Costa Water	$ .0020
Total Land Only Tax Rate	$ .0020

TRA 8-001 (2023-24 Assessed Valuation: $7,563,418,415)

General	$1.0000
City of Richmond	.1400
West Contra Costa Unified School District	.2464
Contra Costa Community College District	.0146
Bay Area Rapid Transit District	.0134
East Bay Regional Park District	.0057
Total All Property Tax Rate	$1.4201

(1) Due to the Park District's size, there is no tax rate area that represents the typical total tax rate for the Park District. The above tax rate areas are the largest in terms of assessed valuation for each County's portion of the Park District.

Source: California Municipal Statistics, Inc.

Appeals of Assessed Value

General. There are two types of appeals of assessed values that could adversely impact property tax revenues within the Park District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIIIA of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES."

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the applicable County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. Proposition 8 reductions may also be unilaterally applied by the applicable County Assessor.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON DISTRICT TAX REVENUES AND APPROPRIATIONS."

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

The Park District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers.

Property Tax Base Transfer Ballot Measure. On November 3, 2020, State voters approved a constitutional amendment entitled "Property Tax Transfers, Exemptions and Revenue for Wildfire Agencies and Counties Amendment" ("**Proposition 19**"), which: (i) expanded special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by a natural disaster or contamination, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) broaden the scope of legal entity ownership changes that trigger reassessment of properties. The Park District cannot predict what, if any, effect the implementation of Proposition 19 will have on assessed valuation of real property in the Park District.

Property Tax Collections

Each of the Counties has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the **"Teeter Plan"**) as provided for in the State Revenue and Taxation Code, which requires the County to pay 100% of secured property taxes due to local agencies in the Fiscal Year such taxes are due. Under these provisions, each county operating under the Teeter Plan establishes a delinquency reserve and assumes responsibility for all secured delinquencies, assuming that certain conditions are met. Currently, Contra Costa County includes the Park District's general obligation bond levies in its Teeter Plan. However, the Park District does not participate in Alameda County's Teeter Plan.

Because of this method of tax collection, districts located in counties operating under the Teeter Plan and participating in the Teeter Plan are assured of 100% collection of their secured tax levies if the conditions established under the applicable county's Teeter Plan are met. However, such districts are no longer entitled to share in any penalties due on delinquent payments or in the interest that accrues on delinquent payments.

Contra Costa County's Teeter Plan, as applicable to the Park District, is to remain in effect unless the Contra Costa County Board of Supervisors orders its discontinuance or unless, prior to the commencement of any Fiscal Year Contra Costa County (which commences on July 1), the Board of Supervisors of Contra Costa County has received a petition for its discontinuance joined in by resolutions adopted by two thirds of the participating revenue districts in Contra Costa County, in which event the Board of Supervisors is required to order discontinuance of the Teeter Plan effective at the commencement of the subsequent Fiscal Year.

The Contra Costa County Board of Supervisors may, by resolution adopted not later than July 15 of the Fiscal Year for which it is to apply after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency. In the event that the Teeter Plan was terminated, the amount of the levy of *ad valorem* taxes in the Park District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the Park District.

So long as the Teeter Plan remains in effect with respect to Contra Costa County, the Park District's receipt of revenues with respect to the levy of *ad valorem* property taxes in Contra Costa County will not be dependent upon actual collections of the *ad valorem* property taxes by Contra Costa County.

Alameda County remits the Park District's share of taxes to the Park District as they are collected, including interest and penalties.

The following table shows secured tax charges and delinquencies for taxes collected by the Counties on all property within the Alameda County portion of the Park District's boundaries for Fiscal Years 2013-14 through 2022-23 and, notwithstanding that the Park District participates in Contra Costa County's Teeter Plan, within the Contra Costa County portion of the Park District's boundaries for Fiscal Years 2013-14 through 2022-23.

EAST BAY REGIONAL PARK DISTRICT
Secured Tax Charges and Delinquencies
Fiscal Year 2013-14 through 2022-23

Alameda County Portion

	Secured Tax Charge [1]	Amount Delinquent June 30	% Delinquent June 30
2013-14	$14,038,567.47	$155,983.00	1.11%
2014-15	16,321,595.54	170,611.41	1.05
2015-16	13,863,324.95	171,491.71	1.24
2016-17	7,108,331.70	76,082.01	1.07
2017-18	4,999,788.01	42,667.54	0.85
2018-19	14,555,815.81	123,719.32	0.85
2019-20	16,398,063.71	171,847.18	1.05
2020-21	4,093,909.23	38,511.58	0.94
2021-22	6,135,456.60	70,688.17	1.15
2022-23	19,267,081.39	221,123.43	1.15

Contra Costa County Portion [2]

	Secured Tax Charge[1]	Amount Delinquent June 30	% Delinquent June 30
2013-14	$10,932,955.28	$92,447.15	0.85%
2014-15	13,084,259.52	99,959.41	0.76
2015-16	11,113,454.59	76,322.05	0.69
2016-17	5,643,266.73	38,799.37	0.69
2017-18	3,915,192.53	23,796.76	0.61
2018-19	4,167,370.40	26,814.07	0.64
2019-20	19,623,787.15	160,374.15	0.82
2020-21	3,069,480.60	21,839.05	0.71
2021-22	4,534,442.45	31,721.70	0.70
2022-23	14,204,914.61	115,564.12	0.81

(1) Represents District's general obligation bond debt service levy only.
(2) The Park District participates in the Teeter Plan in Contra Costa County.
Source: California Municipal Statistics, Inc.

General Obligation Debt and Long-Term Obligations of the Park District

Outstanding General Obligation Bonds. The following table presents the Park District's outstanding general obligation bonds (collectively, the "**General Obligation Bonds**") as of December 31, 2023.

EAST BAY REGIONAL PARK DISTRICT
Outstanding General Obligation Bonds
(As of December 31, 2023)

Series	Original Principal Amount	Outstanding Principal Amount
Series 2013A Bonds	$80,000,000	$19,210,000
Series 2017A-1 Bonds	50,000,000	25,655,000
Series 2017A-2 Bonds	30,000,000	15,400,000
2017B-1 General Obligation Refunding Bonds	24,505,000	15,870,000
2017B-2 General Obligation Refunding Bonds	20,045,000	12,970,000
Series 2022A-1 Bonds	30,000,000	18,770,000
Series 2022A-2 Bonds	30,000,000	18,770,000
2022 General Obligation Refunding Bonds	3,705,000	2,835,000
Total	$268,255,000	$129,480,000

Source: The Park District.

Other Long-Term Obligations. On August 21, 2012, the Park District issued its 2012 Promissory Notes (the ("**2012 Notes**") in the principal amount of $24,995,000, with interest rates ranging from 1.75% to 3.50%, The proceeds from the sale of 2012 Notes were used to finance acquisition of land and facilities, and for developing and improving recreational space of the Park District. The 2012 Notes are subject to optional and mandatory redemption prior to maturity. As of December 31, 2023, the 2012 Notes were outstanding in the aggregate principal amount of $15,980,000.

Like the Notes, the 2012 Notes are limited obligations of the Park District payable solely from Tax Revenues or from other funds legally available. See "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES – DISTRICT FINANCIAL INFORMATION – Property Tax Revenues; Secured Apportionment Factor" for further information.

See Note 7 to "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022." for additional information about the certain of the General Obligations Bonds and the 2012 Notes.

The Park District may issue additional promissory notes in the future under Section 5544.2 of the Law payable out of the same legally available funds from which debt service on the Notes is payable. See "CERTAIN RISK FACTORS – Additional Obligations of the Park District."

Direct and Overlapping Debt Obligations

Set forth below is a direct and overlapping debt report (the "**Debt Report**") prepared by California Municipal Statistics, Inc. for debt issued as of June 1, 2024. The Debt Report is included for general information purposes only. The Park District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith. The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the Park District in whole or in part. Such long-term obligations generally are not payable from revenues of the Park District (except as indicated) nor are they necessarily obligations secured by land within the Park District. In many cases, long-term obligations issued by the specified public agency are payable only from the general fund or other revenues of such public agency.

The contents of the Debt Report are as follows: (1) the first column indicates the public agencies which have outstanding debt as of the date of the Debt Report and whose territory overlaps the Park District; (2) the second column shows the percentage of the assessed valuation of the overlapping public agency identified in column 1 which is represented by property located within the Park District; and (3) the third column is an apportionment of the dollar amount of each public agency's outstanding debt (which amount is not shown in the table) to property in the Park District, as determined by multiplying the total outstanding debt of each agency by the percentage of the Park District's assessed valuation represented in column 2.

EAST BAY REGIONAL PARK DISTRICT
Statement of Direct and Overlapping Bonded Debt
(June 1, 2024)

2023-24 Assessed Valuation: $669,236,956,676

DIRECT DEBT:	% Applicable	Debt 6/1/24
East Bay Regional Park District	**100.000 %**	
$144,520,000	(1)	
TOTAL DIRECT DEBT $144,520,000		

OVERLAPPING TAX AND ASSESSMENT DEBT:

Alameda County	100.000 %	$ 497,295,000
Bay Area Rapid Transit District	66.272	1,620,731,464
Chabot Community College District	100.	947,675,000
Contra Costa Community College District	100.	618,770,000
Peralta Community College District	100.	434,210,000
Other Community College Districts	0.329- 100.	392,755,151
Berkeley Unified School District	100.	292,000,000
Dublin Unified School District	100.	755,993,070
Fremont Unified School District	100.	601,620,000
Mount Diablo Unified School District	100.	402,855,000
Oakland Unified School District	100.	1,148,430,000
San Ramon Valley Unified School District	100.	347,840,000
West Contra Costa Unified School District	100.	1,107,363,504
Other Unified School Districts5.004 - 3,524,968,340	100.	
Union High and School Districts	100.	711,214,183
Cities General Obligation and Parcel Tax Obligations	100.	1,106,940,595
Washington Township Healthcare District	100.	462,295,000
West Contra Costa Healthcare Parcel Tax Obligations	100.	41,605,000
Hayward Area and Pleasant Hill Recreation and Park District	100.	175,940,000

Community Facilities Districts	100.	441,888,888
1915 Act Bonds	100.	253,422,311
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT		$15,885,812,506

EAST BAY REGIONAL PARK DISTRICT
Statement of Direct and Overlapping Bonded Debt
(June 1, 2024)
(continued)

OVERLAPPING GENERAL FUND DEBT:

Alameda County General Fund Obligations	100.000 %	$ 656,746,000
Contra Costa County General Fund Obligations	100.	171,495,000
Alameda-Contra Costa Transit District Certificates of Participation	100.	10,420,000
Unified School District Certificates of Participation5.004	-	100. 283,952,593
Other School District General Fund and Pension Obligation Bonds	100.	324,114,738
City of Oakland General Fund and Pension Obligation Bonds	100.	135,816,000
Other City General Fund and Pension Fund Obligation Bonds	100.	898,517,923
Fire Protection Districts General Fund Obligations and Pension Obligation Bonds	100.	52,562,000
Special District General Fund Obligations	100.	40,550,000
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		$2,574,174,254
Less: Contra Costa County Obligations supported from revenue funds		42,524,863
Cities of Livermore and Richmond supported obligations		12,106,323
TOTAL NET OVERLAPPING GENERAL FUND DEBT		$2,519,543,068

OVERLAPPING TAX INCREMENT DEBT (Successor Agencies): $923,632,835

TOTAL DIRECT DEBT $144,520,000

GROSS COMBINED OVERLAPPING DEBT $19,383,619,595

NET COMBINED OVERLAPPING DEBT $19,328,988,409

GROSS COMBINED DIRECT AND OVERLAPPING DEBT $19,528,139,595 (2)

NET COMBINED DIRECT AND OVERLAPPING DEBT $19,473,508,409

Ratios to 2023-24 Assessed Valuation:

Direct Debt ($144,520,000)	**0.02%**
Gross Combined Direct and Overlapping Debt	2.92%
Net Combined Direct and Overlapping Debt	2.91%

Ratios to Redevelopment Successor Agencies Incremental Assessed Valuation ($94,482,349,335)

Total Overlapping Tax Increment Debt	0.97%

(1) Consists of the outstanding General Obligation Bonds and the 2012 Notes; excludes issue to be sold.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations. Qualified Zone Academy Bonds are included based on principal due at maturity.

Source: California Municipal Statistics, Inc.

CONSTITUTIONAL AND STATUTORY LIMITATIONS ON DISTRICT TAX REVENUES AND APPROPRIATIONS

Article XIIIA of the State Constitution

Article XIIIA of the State Constitution, known as Proposition 13, was approved by the voters in June 1978 and has been amended on occasions, including most recently on November 7, 2000 to reduce the voting percentage required for the passage of school bonds. Section l(a) of Article XIIIA limits the maximum *ad valorem* tax on real property to 1% of "full cash value," and provides that such tax shall be collected by the counties and apportioned according to State statutes. Section l(b) of Article XIIIA provides that the 1% limitation does not apply to *ad valorem* taxes levied to pay interest or redemption charges on any (1) indebtedness approved by the voters prior to July 1, 1978, (2) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition and (3) bonded indebtedness incurred by a school district, community college district or county office of education for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities or the acquisition or lease of real property for school facilities, approved by 55 percent of the voters voting on the proposition.

Under current law, local agencies are no longer permitted to levy directly any ad valorem property tax (except to pay voter-approved indebtedness).

Section 2 of Article XIIIA defines "**full cash value**" to mean the county assessor's valuation of real property as shown on the 1975-76 Fiscal Year tax bill, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred. The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the taxing jurisdiction, or may be reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation implementing Article XIIIA provides that, notwithstanding any other law, local agencies may not levy any *ad valorem* property tax except to pay debt service on indebtedness approved by the voters as described above. Such legislation further provides that each county will levy the maximum tax permitted by Article XIIIA, which is $1.00 per $100 of assessed market value.

Since its adoption, Article XIIIA has been amended a number of times. These amendments have created a number of exceptions to the requirement that property be reassessed when it is purchased, newly constructed or undergoes a change in ownership. These exceptions include certain transfers of real property between family members, certain purchases of replacement dwellings for persons over age 55 and by property owners whose original property has been destroyed in a declared disaster, and certain improvements to accommodate disabled persons and for seismic upgrades to property. These amendments have resulted in marginal reductions in the property tax revenues attributable to the Park District.

Both the State Supreme Court and the United States Supreme Court have upheld the validity of Article XIIIA. For further information regarding possible future reductions in assessed valuations of property located in the Park District, please see "CERTAIN RISK FACTORS – Risk Factors Relating to Property Tax and Other Revenues" herein.

Article XIIIB of the State Constitution

In addition to the limits Article XIIIA imposes on property taxes that may be collected by local governments, certain other revenues of the State and most local governments are subject to an annual "**appropriations limit**" imposed by Article XIIIB which effectively limits the amount of such revenues those entities are permitted to spend. Article XIIIB, approved by the voters in July 1979, was modified substantially by Proposition 111 in 1990. The appropriations limit of each government entity applies to "**proceeds of taxes**," which consist of tax revenues, State subventions and certain other funds, including proceeds from regulatory licenses, user charges or other fees to the extent that such proceeds exceed "the cost reasonably borne by such entity in providing the regulation, product or service." "Proceeds of taxes" excludes tax refunds and some benefit payments such as unemployment insurance. No limit is imposed on the appropriation of funds which are not "proceeds of taxes," such as reasonable user charges or fees, and certain other non-tax funds. Article XIIIB also does not limit appropriation of local revenues to pay debt service on bonds existing or authorized by January 1, 1979, or subsequently authorized by the voters, appropriations required to comply with mandates of courts or the federal government, appropriations for qualified capital outlay projects, and appropriation by the State of revenues derived from any increase in gasoline taxes and motor vehicle weight fees above January 1, 1990 levels. The appropriations limit may also be exceeded in case of emergency; however, the appropriations limit for the next three years following such emergency appropriation must be reduced to the extent by which it was exceeded, unless the emergency arises from civil disturbance or natural disaster declared by the Governor, and the expenditure is approved by two-thirds of the legislative body of the local government.

The State and each local government entity has its own appropriations limit. Each year, the limit is adjusted to allow for changes, if any, in the cost of living, the population of the jurisdiction, and any transfer to or from another government entity of financial responsibility for providing services.

Proposition 111 requires that each agency's actual appropriations be tested against its limit every two years. If the aggregate "proceeds of taxes" for the preceding two-year period exceeds the aggregate limit, the excess must be returned to the agency's taxpayers through tax rate or fee reductions over the following two years.

The Park District's Article XIIIB appropriations limits for the five most recent completed Fiscal Years are as follows:

Fiscal Year	Appropriations Limit	Annual Appropriations Subject to Appropriations Limit
2020	$430,693,503	$154,451,836
2021	448,709,443	160,146,134
2022	474,334,925	171,874,364
2023	509,800,330	184,387,430
2024	527,755,360	195,468,667

Source: East Bay Regional Park District.

Proposition 62

On November 4, 1986, California voters adopted Proposition 62, which requires that (i) any local tax for general governmental purposes (a "**general tax**") must be approved by a majority vote of the electorate; (ii) any local tax for specific purposes (a "**special tax**") must be approved by a two-thirds vote of the electorate; (iii) any general tax must be proposed for a vote by two-thirds of the legislative body; and (iv) proceeds of any tax imposed in violation of the vote requirements must be deducted from the local agency's property tax allocation.

Most of the provisions of Proposition 62, which was a statutory initiative, were affirmed by the 1995 California Supreme Court decision in *Santa Clara County Local Transportation Authority v. Guardino*, which invalidated a special sales tax for transportation purposes because fewer than two-thirds of the voters voting on the measure had approved the tax. Claims for taxpayer relief where a local entity may have violated Proposition 62 are subject to a three-year statute of limitations, created by statute. In the case *Howard Jarvis Taxpayers Association v. City of La Habra* (2001), the California Supreme Court determined that this statute of limitations begins to run anew every time the city collects the challenged tax.

The Park District believes that all of the general and special taxes collected on its behalf as of the date hereof, and that all general and special taxes collected on its behalf during the past three years, have been approved in compliance with the mandates set forth in Proposition 62.

Article XIIIC and XIIID of the State Constitution

General. On November 5, 1996, the voters of the State approved Proposition 218, known as the "Right to Vote on Taxes Act." Proposition 218 added Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of the Park District to levy and collect both existing and future taxes, assessments, fees and charges. The interpretation and application of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Article XIIIC. Article XIIIC requires that all new local taxes be submitted to the electorate before they become effective. Taxes for general governmental purposes of the Park District ("**general taxes**") require a majority vote; taxes for specific purposes ("**special taxes**"), even if deposited in the Park District's General Fund, require a two-thirds vote. The voter approval requirements of Article XIIC reduce the flexibility of the Park District to raise revenues for the General Fund, and no assurance can be given that the Park District will be able to impose, extend or increase such taxes in the future to meet increased expenditure needs.

Property-Related Fees, Charges and Assessments. Article XIIID also adds several provisions making it generally more difficult for local agencies to levy and maintain property-related fees, charges, and assessments for municipal services and programs. These provisions include, among other things, (i) a prohibition against assessments which exceed the reasonable cost of the proportional special benefit conferred on a parcel, (ii) a requirement that assessments must confer a "special benefit," as defined in Article XIIID, over and above any general benefits conferred, (iii) a majority protest procedure for assessments which involves the mailing of notice and a ballot to the record owner of each affected parcel, a public hearing and the tabulation of ballots weighted according to the proportional financial obligation of the affected party, and (iv) a prohibition against fees and charges which are used for general governmental services, including

police, fire or library services, where the service is available to the public at large in substantially the same manner as it is to property owners.

Reduction or Repeal of Taxes, Fees and Charges. Article XIIIC also removes limitations on the initiative power in matters of reducing or repealing local taxes, assessments, fees or charges. No assurance can be given that the voters of the Park District will not, in the future, approve an initiative or initiatives which reduce or repeal local taxes, assessments, fees or charges currently comprising a substantial part of the Park District's General Fund. If such repeal or reduction occurs, the Park District's ability to pay debt service on the Notes could be adversely affected.

Burden of Proof. Article XIIIC provides that local government "bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity." Similarly, Article XIIID provides that in "any legal action contesting the validity of a fee or charge, the burden shall be on the agency to demonstrate compliance" with Article XIIID.

Proposition 26. On November 2, 2010, California voters approved Proposition 26, entitled the "Supermajority Vote to Pass New Taxes and Fees Act." Section 1 of Proposition 26 declares that Proposition 26 is intended to limit the ability of the State Legislature and local government to circumvent existing restrictions on increasing taxes by defining the new or expanded taxes as "fees." Proposition 26 amended Articles XIIIA and XIIIC of the State Constitution. The amendments to Article XIIIA limit the ability of the State Legislature to impose higher taxes (as defined in Proposition 26) without a two-thirds vote of the Legislature. The amendments to Article XIIIC define "taxes" that are subject to voter approval as "any levy, charge, or exaction of any kind imposed by a local government," with certain exceptions.

Impact on District's General Fund. The approval requirements of Articles XIIIC and XIIID reduce the flexibility of the Park District to raise revenues for the General Fund, and no assurance can be given that the Park District will be able to impose, extend or increase the taxes, fees, charges or taxes in the future that it may need to meet increased expenditure needs.

The Park District does not believe that any material source of General Fund revenue is subject to challenge under Proposition 218 or Proposition 26.

Judicial Interpretation. The interpretation and application of Articles XIIIC and XIIID will ultimately be determined by the courts with respect to a number of the matters discussed below, and it is not possible at this time to predict with certainty the outcome of such determination.

Proposition 1A; Proposition 22

Proposition 1A of 2004. Proposition 1A of 2004, proposed by the Legislature in connection with the State's Fiscal Year 2004-05 Budget, approved by the voters in November 2004 and generally effective in Fiscal Year 2006-07, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain exceptions. Proposition 1A of 2004 generally prohibited the State from shifting to schools or community colleges any share of property tax revenues allocated to local governments for any Fiscal Year, as set forth under the laws in effect as of November 3, 2004. Any change in the allocation of property tax revenues among

local governments within a county must be approved by two-thirds of both houses of the Legislature.

Proposition 1A of 2004 provides, however, that beginning in Fiscal Year 2008-09, the State may shift to schools and community colleges up to 8% of local government property tax revenues, which amount must be repaid, with interest, within three years, if the Governor proclaims that the shift is needed due to a severe state financial hardship, the shift is approved by two-thirds of both houses and certain other conditions are met. The State may also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county.

Proposition 22. Proposition 22, entitled "The Local Taxpayer, Public Safety and Transportation Protection Act," was approved by the voters of the State in November 2010. Proposition 22 eliminates or reduces the State's authority to (i) temporarily shift property taxes from cities, counties and special districts to schools, (ii) use vehicle license fee revenues to reimburse local governments for State-mandated costs (the State will have to use other revenues to reimburse local governments), (iii) redirect property tax increment from redevelopment agencies to any other local government, (iv) use State fuel tax revenues to pay debt service on State transportation bonds, or (v) borrow or change the distribution of State fuel tax revenues.

Unitary Property

AB 454 (Chapter 921, Statutes of 1986) provides that revenues derived from most utility property assessed by the State Board of Equalization ("**Unitary Property**"), commencing with the 1988-89 Fiscal Year, are allocated as follows: (i) each jurisdiction will receive up to 102% of its prior year State-assessed revenue; and (ii) if county-wide revenues generated from Unitary Property are less than the previous year's revenues or greater than 102% of the previous year's revenues, each jurisdiction will share the burden of the shortfall or benefit of the excess revenues by a specified formula. This provision applies to all Unitary Property except railroads, whose valuation will continue to be allocated to individual tax rate areas.

The provisions of AB 454 do not constitute an elimination of the assessment of any State-assessed properties nor a revision of the methods of assessing utilities by the State Board of Equalization. Generally, AB 454 allows valuation growth or decline of Unitary Property to be shared by all jurisdictions in a county.

Future Initiatives

Article XIIIA, Article XIIIB, Article XIIIC, Article XIIID, and Propositions 1A of 2004, 22, 26 and 62 were each adopted as measures that qualified for the ballot through California's initiative process. From time to time other initiative measures could be adopted, further affecting the Park District's revenues. There is no assurance that the California electorate or Legislature will not at some future time approve additional limitations.

CERTAIN RISK FACTORS

The following discussion is not an exhaustive listing of risk factors and other considerations which may be relevant to the Park District, and the order in which risks are presented and organized here is not intended to reflect the relative importance of such risks. There can be no assurance that other risk factors will not become evident at any future time.

Risk Factors Relating to Property Tax and Other Revenues

The financial condition of the Park District is subject to risk. If a risk factor materializes to a sufficient degree, it could delay or prevent payment of principal of and interest on the Notes. Such risk factors include, but are not limited to, the following matters.

Assessed Value of Taxable Property; Delinquent Payment of Property Taxes. Natural and economic forces can affect the assessed value of taxable property within the Park District. The Park District is located in a seismically active region, and damage from an earthquake in or near the area could cause moderate to extensive damage to taxable property. Other natural or manmade disasters, such as flood, fire, toxic dumping, coastal erosion or acts of terrorism, as described below, could cause a reduction in the assessed value of taxable property within the Park District. Economic and market forces, such as a downturn in the regional economy generally, can also affect assessed values. In addition, the total assessed value can be reduced through the reclassification of taxable property to a class exempt from taxation, whether by ownership or use (such as exemptions for property owned by State and local agencies and property used for qualified educational, hospital, charitable or religious purposes).

Levy and Collection. The Park District does not have any independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Park District's property tax revenues, and accordingly, could have an adverse impact on the ability of the Park District to pay debt service on the Notes. Likewise, delinquencies in the payment of property taxes could adversely impact the payment of principal of and interest on the Notes.

Reduction in Inflationary Rate. Article XIIIA of the California Constitution provides that the full cash value base of real property used in determining assessed value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIIIA limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%.

The Park District is unable to predict if any adjustments to the full cash value base of real property within the Park District, whether an increase or a reduction, will be realized in the future.

Appeals of Assessed Values; Delinquencies. Reductions in the market values of taxable property may cause property owners to appeal assessed values and may also be associated with an increase in delinquency rates for taxes.

No assurance can be given that property tax appeals in the future will not significantly reduce the Park District's property tax revenues. There are two types of appeals of assessed

values that could adversely impact property tax revenues – Proposition 8 appeals and base year appeals.

Proposition 8 Appeals. Most of the appeals that might be filed in the Park District would be based on Section 51 of the Revenue and Taxation Code, which requires that for each lien date the value of real property must be the lesser of its base year value annually adjusted by the inflation factor pursuant to Article XIIIA of the State Constitution or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value.

Under California law, property owners may apply for a reduction of their property tax assessment by filing a written application, in the form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value. These market-driven appeals are known as Proposition 8 appeals.

Any reduction in the assessment ultimately granted as a Proposition 8 appeal applies to the year for which application is made and during which the written application was filed. These reductions are often temporary and are adjusted back to their original values when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIIIA.

Each of the County Assessors may also unilaterally reduce assessed values under Proposition 8.

Base Year Appeals. A second type of assessment appeal is called a base year appeal, where the property owners challenge the original (basis) value of their property. Appeals for reduction in the "base year" value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The completion date of new construction or the date of change of ownership determines the base year. Any base year appeal must be made within four years of the change of ownership or new construction date.

Decreases in the aggregate value of taxable property within the Park District resulting from natural disaster, reclassification by ownership or use, or as a result of the operation Proposition 8 all may adversely impact the payment of principal of and interest on the Notes. In addition, failure by large property owners to pay property taxes when due may also negatively impact the payment of principal of and interest on the Notes. See "– Natural Calamities" below.

Property Tax Allocation by the State; Changes in Law. The responsibility for allocating general property taxes was assigned to the State by Proposition 13, which stated that property taxes were to be allocated "according to law." The formula for such allocation was contained in Assembly Bill 8 ("**AB 8**"), adopted in 1978, which allocates property taxes among cities, counties, and school districts. The formulas contained in AB 8 were designed to allocate property taxes in proportion to the share of property taxes received by a local entity prior to Proposition 13.

Beginning in its Fiscal Year ending June 30, 1993, in response to its own budgetary shortfalls, the State began to permanently redirect billions of dollars of property taxes Statewide from cities, counties, and certain special districts to schools and community college districts. These redirected funds reduced the State's funding obligation for K-14 school districts by a commensurate amount. In response, Proposition 1A of 2004, approved by State voters in

November 2004 and generally effective in Fiscal Year ending June 30, 2007, provided that the State may not reduce any local sales tax rate, limit existing local government authority to levy a sales tax rate or change the allocation of local sales tax revenues, subject to certain limitations. However, pursuant to Proposition 1A and beginning in Fiscal Year ending June 30, 2009, the State could, upon gubernatorial proclamation of fiscal hardship and following approval of two-thirds of both houses of the legislature, and it did, shift to schools and community colleges up to 8% of local government *ad valorem* property tax revenues, which amount must be repaid, with interest, within three years. The State could also approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. In November 2010, State voters approved Proposition 22, which amends the State's constitution to eliminate the State's authority to temporarily shift additional *ad valorem* property taxes from cities, counties and special districts to schools, among other things.

No assurance can be given that the State, the Counties' or other electorate bodies affecting the Park District will not at some future time adopt initiatives, or that the State Legislature will not enact legislation that will amend the laws of the State in a manner that could result in a reduction of the Park District's property tax allocations and thus negatively impact the payment of principal of and interest on the Notes.

Natural Calamities

From time to time, the Park District is subject to natural calamities, including, but not limited to, earthquake, flood, wildfire, global pandemic, tsunami, or pipeline incident, that may adversely affect economic activity in the Park District, and which could have a negative impact on District finances. There can be no assurance that the occurrence of any natural calamity would not cause substantial interference to and costs for the Park District.

Seismic. The Park District is located in an area classified as Seismic Zone 4 by the Uniform Building Code (the "**UBC**"). The area includes all of the greater San Francisco Bay Area and all of coastal California. Seismic Zone 4 is the highest risk zone classification under the UBC.

Active earthquake faults underlie both the Park District and the surrounding Bay Area. The Park District is crossed by the Hayward and Calaveras Faults, creating the potential for significant damage. The Park District is also vulnerable to damage from earthquakes on the San Andreas Fault, located to the west. All such major faults have numerous fault complexes and branches. Recent significant seismic events include the 1989 Loma Prieta earthquake on the San Andreas Fault, centered about 60 miles south of San Francisco, which registered 6.9 on the Richter scale of earthquake intensity. That earthquake caused fires and collapses of and structural damage to buildings, highways and bridges in the Bay Area.

The Park District ensures that all newly constructed buildings owned by the Park District will withstand the forces associated with a major earthquake. However, many of the buildings in the Park District are not owned by it, and some District-owned buildings pre-date the modern UBC and are susceptible to damage. The Park District maintains a seismic insurance policy on certain of its more vulnerable buildings and properties, but no assurances can be given that it will continue to maintain such insurance or that such insurance will be adequate to repair or replace such buildings and properties.

In March of 2015, the Working Group on California Earthquake Probabilities (a collaborative effort of the U.S. Geological Survey, the California Geological Society, and the Southern California Earthquake Center) reported that there is a 72% chance that one or more

quakes of magnitude 6.7 or larger will occur in the Bay Area before the year 2038. Such earthquakes may be very destructive. Property within the Park District could sustain extensive damage in a major earthquake, and a major earthquake could adversely affect the area's economic activity.

Flood. Flood hazards affecting property owned by the Park District and non-District owned property located within the Park District are associated with overbank flooding of creeks and drainage canals, dam failure, tsunamis, and rising sea level.

During the last 40 years, urbanization in watersheds located within the Park District has increased impervious surface area, which has resulted in faster rates of runoff and higher volumes of storm water in certain flood control channels. Recent maps published by the Federal Emergency Management Agency (FEMA) indicate that a 100-year storm (e.g., a storm that has a one percent chance of occurring in any given year) could cause shallow flooding in parts of the Park District.

There are numerous lakes and reservoirs located within the Park District, many of which are supported by dams and many of which are maintained and operated by the East Bay Municipal Utility District ("**EBMUD**") as water supply reservoirs. Parts of the Park District would be flooded in the event of dam failure, possibly causing catastrophic damage and casualties within the Park District. EBMUD regularly monitors its reservoirs and dams, seismically retrofitting them when internal and external studies identify risk. The Park District owns buildings located within the flood plains of such lakes and reservoirs, and maintains flood insurance.

Wildfire. The threat of catastrophic wildfires under wind conditions presents significant risks to public health and safety, homes, and property along the wildland-urban interfaces located within the Park District. The hot and dry periods of late summer and fall in the Bay Area, the steep topography of the East Bay Hills, seasonal wind patterns, flammable vegetation, dense development patterns adjacent to parklands, and limited firefighting access all contribute to creating a substantial regional fire threat.

In October of 1991, a 1,600-acre fire claimed 25 lives, 2,900 homes and caused damages in excess of one billion dollars to property in the boundaries of the Park District. In more recent years, wildfires have caused extensive damage throughout the State. In some instances, entire neighborhoods have been destroyed. Several of the fires that occurred in recent years damaged or destroyed property in areas that were not previously considered to be at risk from such events. Futures fires could cause significant damage to District-owned property and to non-District-owned property located within the Park District, the latter causing significant decreases in *ad valorem* property tax amounts received by the Park District.

In 2010, the Park District's Board adopted the Park District's Wildfire Hazard Reduction and Resource Management Plan (the "**Wildfire Plan**"). The Wildfire Plan provides long-term strategies for reducing fuel loads and managing vegetation within the Park District's parks, to minimize the risk of Diablo wind-driven catastrophic wildfire while (i) ensuring the ongoing protection, sustainability and enhancement of ecological resources within District, (ii) preserving aesthetically-pleasing landscapes and (iii) considering financial efficiency. Generally, pursuant to the Wildfire Plan, the Park District will use five treatment methods – hand labor, mechanical treatment, chemical treatment, prescribed burning, and grazing – to manage vegetation.

A complete copy of the Wildfire Plan is available online at http://www. https://www.ebparks.org/wildfire-hazard-reduction-and-resource-management-plan. *The internet*

website is provided for reference and convenience only, and the information contained within such website is not incorporated herein by reference. Chapter III of the Wildfire Plan contains a discussion of strategic fire routes and facilities at risk within the Park District.

In addition to implementing the Wildfire Plan, the Park District also maintains its own fire department, employing 15 full-time and 13 on-call firefighters who are trained and equipped to mitigate wildfire risk and fight wildfires in the Park District.

The Park District's wildfire prevention efforts are funded, in part, by Measure FF. See "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES – DISTRICT FINANCIAL INFORMATION – Special Tax Information" for further information. The Park District also maintains insurance upon its properties to mitigate financial risk associated with their loss due to fire.

Landslides. Landslides are the movement of rock or debris down a sloped section of land. Landslides are aggravated by the erosion of land, which can result from heavy rains, and earthquakes. The Park District's parks include many hilly areas, and has had to temporarily close parks and trails because of landslides, and the Park District has been previously involved in litigation related to landslides. The Park District maintains insurance coverage to mitigate costs for real and personal property damage from landslides associated with earthquakes.

Tsunami. Tsunamis are long-period waves usually caused by off-shore earthquakes or landslides. Because the Park District's shoreline does not face the open ocean, the Park District believes that its risk of experiencing a tsunami is very low. Most of the shoreline is protected by rip-rap (boulders) and would not be seriously affected. The Park District maintains insurance coverage on its pier properties, which would mitigate its costs associated with tsunami damage. "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES – DISTRICT FINANCIAL INFORMATION – Risk Management."

Climate Change. The State has historically been susceptible to wildfires and hydrologic variability. As greenhouse gas emissions continue to accumulate in the atmosphere as a result of economic activity, climate change is expected to intensify, increasing the frequency, severity and timing of extreme weather events such as coastal storm surges, drought, wildfires, floods and heat waves, king tides, and rising sea levels. The future fiscal impact of climate change on the Park District is difficult to predict, but it could be significant and it could have a material adverse effect on the Park District's finances by requiring greater expenditures to counteract the effects of climate change, by changing the business and activities of the Park District's customers.

Hazardous Substances

In general, the owners and operators of a property may be required by law to remedy conditions of the property relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "**CERCLA**" or the "**Superfund Act**" is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has created or handled the hazardous substance.

The effect, therefore, should any substantial amount of property within the Park District be affected by a hazardous substance, would be to reduce the marketability and value of the property by the costs of, and any liability incurred by, remedying the condition, since the purchaser, upon becoming an owner, will become obligated to remedy the condition just as is the seller. Reduction in the assessed valuation of property in the Park District as a whole could thereby reduce *ad valorem* property tax amounts received by the Park District.

The Park District conducts reasonable due diligence regarding the existence of hazardous substances on its properties at the time of their acquisition. Before the Park District acquires any new real property of any size, its staff conducts a Phase 1, basic assessment of the property. For large tracts of real property acquired, staff conducts more in-depth assessment, including, but not limited to, taking and analyzing soil samples, and staff further requires all identified measures to ameliorate the hazard to be completed before closing the escrow for such acquisition transaction.

The Park District is the current fee owner of the 200-acre Oyster Bay Regional Park, also known as the former Davis Street Landfill, which was the municipal dump site owned by Waste Management, Inc., serving Oakland, San Leandro and other East Bay Communities. As the result of a 2001 final judgment in the United States District Court for the Northern District of California (No. C98-0433 TEH), Waste Management was allocated 95% of current and future post-landfill-closure environmental costs and responsibilities, and the Park District was allocated 5% of such costs. The Park District's annual cost for this 5% allocation is about $40,000 per year.

Natural Gas Transmission Pipelines

On September 9, 2010 a Pacific Gas and Electric Company ("**PG&E**") high pressure natural gas transmission pipeline exploded in San Bruno, California, with catastrophic results, including the destruction of 38 homes. There are two similar transmission pipelines and numerous other types of pipelines owned, operated and maintained by PG&E located throughout the Park District.

On September 9, 2010, a PG&E high pressure natural gas transmission pipeline exploded in San Bruno, California, with catastrophic results. In a final Pipeline Accident Report, adopted by the National Transportation Safety Board (the "**NTSB**") on August 30, 2011, the NTSB found recurring deficiencies in PG&E's pipeline integrity management program, which the NTSB concluded were evidence of a systemic problem. There are two similar transmission pipelines and numerous other types of pipelines owned, operated and maintained by PG&E located throughout the Park District. PG&E's website www.pge.com (nothing contained in such website is incorporated in this Official Statement) provides information regarding its high pressure natural gas transmission pipelines and its long range natural gas transmission pipeline planning. PG&E has also indicated that it considers the proximity of its natural gas transmission pipelines to high density populations, potential reliability impacts and environmentally sensitive areas, and uses the data it collects to help plan and prioritize future work on its pipelines.

To the Park District's knowledge, PG&E conducts patrols for its gas transmission pipelines to look for indications of construction activity and other factors affecting safety and operation on a quarterly and leak surveys on a semi-annual basis. PG&E utilizes an active cathodic protection ("**CP**") system on its gas transmission and steel distribution pipelines to protect them against corrosion. To the Park District's knowledge, PG&E inspects its CP systems at least annually to ensure they are operating correctly. From to time to time, the Park District has been made aware of potential gas leaks within the Park District's boundaries. However, the Park District is not aware of the extent or nature of such leaks.

The effects of any failure of the high pressure natural gas transmission pipelines in the Park District are difficult to predict, but could include explosion and concussive force, fire, smoke, and potential forced evacuation of nearby structures.

The Park District is not able to independently confirm the information set forth above or the information contained in the NTSB's Pipeline Accident Report or on the PG&E website, including the exact locations of high pressure transmission lines in the Park District, and can provide no assurances as to the accuracy or completeness of such information. Information available in the NTSB's Pipeline Accident Report and from PG&E's website is not part of this Official Statement nor has such information been incorporated by reference herein, and should not be relied upon in making an investment decision with respect to the Notes. Further, the Park District can provide no assurances as to the condition of PG&E pipelines and other facilities in the Park District, or predict the extent of the damage to the surrounding property that would occur if a PG&E pipeline located within the Park District were to experience any type of failure, including a possible fire or explosion.

Additional Obligations of the Park District

The Park District has existing obligations payable from Tax Revenues and other legally available funds, including its General Fund. The Park District is permitted to enter into other obligations which constitute additional charges against its revenues, without the consent of Owners of the Notes. To the extent that additional obligations are incurred by the Park District, the funds available to pay debt service on the Notes may decline. See "SOURCES OF PAYMENT FOR THE NOTES – Limitation on Superior Debt and Parity Debt" and "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES – DISTRICT FINANCIAL INFORMATION."

Public Health Emergencies

In recent years, public health authorities have warned of threats posed by outbreaks of disease and other public health threats. On February 11, 2020, the World Health Organization announced the official name for the outbreak of the disease known as COVID-19 ("**COVID-19**"), an upper respiratory tract illness. COVID-19 has since spread across the globe. There could be future COVID-19 outbreaks or other public health emergencies that could have material adverse effects on the ability of property owners to pay their property taxes when due.

Limitation on Remedies; Bankruptcy

The enforceability of the rights and remedies of the Owners of the Notes and the obligations of the Park District may become subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equitable principles which may limit the specific enforcement under state law of certain remedies; the exercise by the United States of America of the powers delegated to it by the Federal Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State of California and its governmental bodies in the interest of servicing a significant and legitimate public purpose.

The opinions of counsel, including Note Counsel, delivered in connection with the issuance of the Notes will be so qualified. Bankruptcy proceedings, or the exercising of powers

by the federal or state government, if initiated, could subject the Owners of the Notes to judicial discretion and interpretation of their rights in bankruptcy or otherwise and consequently may entail risks of delay, limitation, or modification of their rights.

Cyber Security

The Park District, like many other public and private entities, relies on computer and other digital networks and systems to conduct its operations. As a recipient and provider of personal, private or other sensitive electronic information, the Park District is potentially subject to multiple cyber threats, including without limitation hacking, viruses, ransomware, malware and other attacks. The Park District maintains several methods to protect and fortify electronic information and consistently implements new procedures and defenses. No assurance can be given that the Park District's efforts to manage cyber threats and attacks will be successful in all cases, or that any such attack will not materially impact the operations or finances of the Park District, or the administration of the Notes.

The Park District is also reliant on other entities and service providers in connection with the administration of the Notes, including without limitation the tax collector of the Counites for the levy and collection of property tax revenues and the Trustee. No assurance can be given that the Park District and these other entities will not be affected by cyber threats and attacks in a manner that may affect the owners of the Notes.

Secondary Market for Notes

There can be no guarantee that there will be a secondary market for the Notes or, if a secondary market exists, that any Notes can be sold for any particular price. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then-prevailing circumstances. Such prices could be substantially different from the original purchase price.

No assurance can be given that the market price for the Notes will not be affected by the introduction or enactment of any future legislation, or changes in interpretation of existing law.

Loss of Tax-Exemption

As discussed under the caption "TAX MATTERS," interest with respect to the Notes could become includable in gross income for purposes of federal income taxation retroactive to the date the Notes were issued, as a result of future acts or omissions of the Park District in violation of its covenants. Should such an event of taxability occur, the Notes are not subject to special prepayment and will remain outstanding until maturity or until prepaid under other prepayment provisions set forth in the Indenture.

Risks Affecting the Park District, Generally

Proposition 218. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON DISTRICT TAX REVENUES AND APPROPRIATIONS – Article XIIIC and Article XIIID of the California Constitution," for information about certain risks to the Park District's General Fund revenues under Articles XIIIC and Article XIIID of the California Constitution.

Litigation. The Park District may be or become a party to litigation that has an impact on the Park District's General Fund. Although the Park District maintains certain insurance policies which provide coverage under certain circumstances and with respect to certain types of incidents (see "APPENDIX A – DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES – DISTRICT FINANCIAL INFORMATION – Risk Management," for further information), the Park District cannot predict what types of liabilities may arise in the future. See also "CONCLUDING INFORMATION – Litigation" in the Official Statement.

State Law Limitations on Appropriations. Article XIIIB of the California Constitution limits the amount that local governments can appropriate annually. The ability of the Park District to make debt service payments on the Notes may be affected if the Park District should exceed its appropriations limit. The State may increase the appropriation limit of cities in the State by decreasing the State's own appropriation limit. The Park District does not anticipate exceeding its appropriations limit. See "CONSTITUTIONAL AND STATUTORY LIMITATIONS ON DISTRICT TAX REVENUES AND APPROPRIATIONS – Article XIIIB of the State Constitution."

Impact of State Budget on the Park District. The Park District cannot predict what actions will be taken in future years by the State legislature or the Governor to address the State's current or future revenues and expenditures or possible future budget deficits. Future State budgets will be affected by national and State economic conditions and other factors over which the Park District has no control. The Park District cannot predict what impact any future budget proposals will have on the financial condition of the Park District. To the extent that the State budget process results in reduced revenues to the Park District, the Park District will be required to make adjustments to its own budgets.

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Note Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Notes is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the Park District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Park District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Notes.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Note is sold is less than the amount payable at maturity thereof, then such difference constitutes "**original issue discount**" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Note is sold is greater than the amount payable at maturity thereof, then such difference constitutes "**premium**" for purposes of federal income taxes and State of California personal income taxes.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the second paragraph of the subsection entitled "– *Federal Tax Status*" above. The original issue discount accrues over the term to maturity of the Note on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Notes to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Note. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Notes who purchase the Notes after the initial offering of a substantial amount of such maturity. Owners of such Notes should consult their own tax advisors with respect to the tax consequences of ownership of Notes with original issue discount, including the treatment of purchasers who do not purchase in the original offering to the public at the first price at which a substantial amount of such Notes is sold to the public.

Under the Tax Code, premium is amortized on an annual basis over the term of the Note (said term being the shorter of the Note's maturity date or its call date). The amount of premium amortized each year reduces the adjusted basis of the owner of the Note for purposes of determining taxable gain or loss upon disposition. The amount of premium on a Note is amortized each year over the term to maturity of the Note on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized premium is not deductible for federal income tax purposes. Owners of premium Notes, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Notes.

California Tax Status. In the further opinion of Note Counsel, interest on the Notes is exempt from California personal income taxes.

Form of Opinion. A copy of the proposed form of opinion of Note Counsel is attached hereto as "APPENDIX D – PROPOSED FORM OF FINAL OPINION."

Other Tax Considerations

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Notes to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Notes. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Note Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Note Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Notes, or as to the consequences of owning or receiving interest on the Notes, as of any future date. Prospective purchasers of the Notes should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Note Counsel expresses no opinion.

CONTINUING DISCLOSURE

The Park District will covenant for the benefit of owners of the Notes to provide certain financial information and operating data relating to the Park District by the date that is nine months after the end of the Park District's Fiscal Year (currently October 1 based on the Park District's Fiscal Year end of December 31), commencing on October 1, 2024 with the report for Fiscal Year 2023 (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events. Such reports are required to be filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access ("**EMMA**") system. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is described in the form of Continuing Disclosure Certificate to be entered into by the Park District in connection with the issuance of the Notes, attached as "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE" to this Official Statement. These covenants have been made in order to assist the Purchaser of the Notes in complying with Securities Exchange Commission Rule 15c2 12(b)(5) (the "**Rule**").

The Park District previously entered into numerous disclosure undertakings under the Rule in connection with the issuance of its long-term obligations. The Park District has not failed to comply in all material aspects with any previous undertakings with regard to the Rule in the past five years, except that the Park District failed to link its annual report for Fiscal Year 2017 to the relevant CUSIPs for one issue of bonds.

Any failure by the Park District to comply with the provisions of its undertaking will not constitute a default under the Indenture (although owners of the Notes will have any remedy

available at law or in equity as provided in the undertaking). Nevertheless, a failure to comply must be reported in accordance with the Rule. Such a failure may adversely affect the transferability and liquidity of the Notes.

To ensure compliance with its continuing disclosure undertakings under the Rule in the future, the Park District has appointed Willdan Financial Services, a subsidiary of Willdan Group, Inc., to serve as its dissemination agent for the Notes to ensure compliance with the Continuing Disclosure Certificate to be entered into in connection with the Notes.

CONCLUDING INFORMATION

Competitive Sale of Notes

The Notes were awarded to _____ (the "**Purchaser**"). The Purchaser has agreed to purchase the Notes at a price of $_____ which is equal to the initial principal amount of the Notes of $_____, plus original issue premium of $_____, less a discount of $_____.

The Purchaser may offer and sell the Notes to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed from time to time by the Purchaser.

Legal Opinions

The validity of the Notes and certain other legal matters are subject to the approving opinions of Jones Hall, A Professional Law Corporation, San Francisco, California, Note Counsel. A copy of the proposed form of opinion of Note Counsel is attached hereto as "APPENDIX D – PROPOSED FORM OF FINAL OPINION." Note Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement.

Jones Hall, A Professional Law Corporation, San Francisco, California, is also serving as Disclosure Counsel to the Park District. Certain matters will be passed upon for the Park District by its General Counsel. Fees payable to Note Counsel and Disclosure Counsel are contingent upon issuance of the Notes.

Litigation

No litigation is pending or threatened concerning the validity of the Notes, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Notes. The Park District is not aware of any litigation pending or threatened that (i) questions the political existence of the Park District, (ii) contests the Park District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the Park District's ability to issue and sell the Notes.

The Park District is routinely subject to lawsuits and claims. In the opinion of the Park District, the aggregate amount of the uninsured liabilities of the Park District under these lawsuits and claims will not materially affect the financial position or operations of the Park District. The Park District may be or may become a party to lawsuits and claims which are unrelated to the Notes or actions taken with respect to the Notes and which have arisen in the normal course of operating the Park District. The Park District maintains certain insurance policies which provide

coverage under certain circumstances and with respect to certain types of incidents. The Park District cannot predict what types of claims may arise in the future.

Ratings

S&P Global Ratings ("**S&P**") has assigned its rating of "___" to the Notes. Moody's Investors Service ("**Moody's**") has assigned its rating of "___" to the Notes.

Future events could have an adverse impact on the rating of the Notes, and there is no assurance that any credit rating that is given to the Notes will be maintained for any period of time or that a rating may not be qualified, downgraded, lowered or withdrawn entirely by S&P or Moody's if, in their judgment circumstances so warrant, nor can there be any assurance that the criteria required to achieve the ratings on the Notes will not change during the period that the Notes remain outstanding.

Any qualification, downward revision, lowering or withdrawal of the ratings on the Notes may have an adverse effect on the market price of the Notes. Such ratings reflect only the current view of S&P and Moody's (which could change at any time), and an explanation of the significance of such ratings may be obtained from S&P and Moody's. Generally, S&P and Moody's base their ratings on information and materials furnished to them (which may include information and material from the Park District that is not included in this Official Statement) and on investigations, studies and assumptions by S&P and Moody's.

The Park District has covenanted in the Continuing Disclosure Certificate to file notices of any rating changes on the Notes with EMMA. See the caption "CONTINUING DISCLOSURE" and "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." Notwithstanding such covenant, information relating to rating changes on the Notes may be publicly available from S&P or Moody's prior to such information being provided to the Park District and prior to the date by which the Park District is obligated to file a notice of rating change. Purchasers of the Notes are directed to S&P and Moody's and their websites and official media outlets for the most current ratings with respect to the Notes after the initial issuance of the Notes.

Municipal Advisor

Fieldman, Rolapp & Associates, Inc. has acted as Municipal Advisor (the "**Municipal Advisor**") to the Park District in connection with the issuance of the Notes. The Municipal Advisor has assisted in matters related to the planning, structuring, execution, and delivery of the Notes. The Municipal Advisor will receive compensation contingent upon the sale and delivery of the Notes. The Municipal Advisor has not audited, authenticated, or otherwise independently verified the information set forth in this Official Statement, or any other related information available, with respect to accuracy and completeness of disclosure of such information. Because of this limited participation, the Municipal Advisor makes no guaranty, warranty, or other representation with respect to the accuracy or completeness of this Official Statement, or any other matter related to this Official Statement.

Financial Statements

Brown Armstrong Accountancy Corporation, Pleasanton, California (the "**Auditor**"), audited the financial statements of the Park District for the year ended December 31, 2022, the most recently available audited the financial statements of the Park District. The Auditor's examination was made in accordance with generally accepted auditing standards and Governmental Auditing Standards, issued by the Comptroller General of the United States. See "APPENDIX C – COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022." The Park District has not requested nor received permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the Auditor has not performed any post-audit review of the financial condition or operations of the Park District.

Miscellaneous

All of the descriptions of applicable law, the Indenture, the Park District, and the agreements and other documents contained herein are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Park District for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers of the Notes. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will realize.

The execution and delivery of this Official Statement has been duly authorized by the Board of Directors of the Park District.

EAST BAY REGIONAL PARK DISTRICT

By:_____
Assistant General Manager of
Finance & Management Services

APPENDIX A

DISTRICT FINANCIAL AND OPERATING INFORMATION; ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES

The information in this appendix concerning the operations of the Park District, the Park District's finances and the Counties' economic and demographic characteristics is provided as supplementary information only. The Notes are payable from limited ad valorem property taxes levied upon certain taxable property within the Park District by the Boards of Supervisors of each of the Counties, and allocated to the Park District under applicable law, or from other funds legally available therefor. See "SOURCES OF PAYMENT FOR THE NOTES" in the Official Statement.

DISTRICT GENERAL INFORMATION

Objectives and Operations

The major policy document of the Park District, the Master Plan, was extensively reviewed and updated, and adopted as the 2013 Master Plan by the Board on July 16, 2013 (the "**Master Plan**"). The Master Plan provides policies and guidelines for the Park District's efforts in achieving the highest standards of service in resource conservation, management, interpretation, public access and recreation. These policies are intended to guide the stewardship and development of the parks in such a way as to maintain a careful balance between the need to protect and conserve resources and the recreational uses of the parklands. A full copy of the Master Plan is available online at http://www.ebparks.org/about/planning/mp. *The reference to this internet website is shown for reference and convenience only, and the information contained within the website is not incorporated herein by reference.*

The Master Plan includes the following vision statement:

"*The Park District envisions an extraordinary and well-managed system of open space parkland in Alameda and Contra Costa counties, which will forever provide the opportunity for a growing and diverse community to experience nature nearby.*

The East Bay Regional Park District will achieve its vision in the following ways:

- *Provide a diversified system of regional parklands, trails, and parkland-related services that will offer outstanding opportunities for creative use of outdoor time.*
- *Acquire and preserve significant biologic, geologic, scenic, and historic resources within Alameda and Contra Costa Counties.*
- *Manage, maintain and restore the parklands so that they retain their important scenic, natural, and cultural values.*
- *Interpret the parklands by focusing educational programs on both the visitor's relationship to nature, natural processes, ecology, history of the parklands, and the value of natural conditions.*
- *Balance environmental concerns and outdoor recreational opportunities within regional parklands.*
- *Support the development and retention of well-trained, dedicated, and productive employees.*

- *Balance environmental concerns and outdoor recreational opportunities within regional parklands.*

- *Improve access to and use of the parks by members of groups that have been underrepresented, such as disabled, economically disadvantaged, and elderly visitors.*
- *Provide recreational development that fosters appropriate use of parklands while preserving their remoteness and intrinsic value.*
- *Create quality programs that recognize the cultural diversity represented in the region.*
- *Participate in partnerships with public agencies, nonprofit organizations, volunteers, and the private sector to achieve mutual goals.*
- *Provide leadership to help guide land use decisions of East Bay governments that relate to the Park District.*
- *Ensure open and inclusive public processes.*
- *Pursue all appropriate activities to ensure the fiscal health of the Park District.*
- *Monitor the effects of climate change on District resources and utilize adaptive management techniques to adjust stewardship methods and priorities to preserve the natural, cultural and scenic values of the parks and trails*."

In addition, the Master Plan includes the following mission statement:

"*The East Bay Regional Park District preserves a rich heritage of natural and cultural resources and provides open space, parks, trails, safe and healthful recreation and environmental education. An environmental ethic guides the Park District in all of its activities*."

All land planning, acquisition, development and stewardship activities are designed to be consistent with the Master Plan, and the Park District's vision, mission and Board-adopted policies. The Master Plan sets criteria for park and trail acquisition, and the Park District seeks to acquire parklands and trails so that, over time, it maintains an equitable distribution of facilities and programs throughout the Park District.

Parkland is acquired in a number of ways. It may be purchased or donated in fee title, leased, purchased as an easement, or operated in partnership with or under license from another agency. Funds for acquisition and development of these lands come from State and Federal grants, gifts, the Park District's General Fund, and previous and future proceeds of debt obligations. Although infrequently used, the Park District does have the power of eminent domain. It does not, however, have regulatory power over the lands that it does not own, and cannot adopt zoning ordinances or regulations affecting property not owned by it. The power to regulate land use is held primarily by the cities and counties located within the Park District. It is the Park District's policy to carefully assess the development and operational costs associated with each acquisition, and where appropriate, to develop a detailed business plan for ongoing park operations. Many scheduled acquisitions are, however, additions to existing facilities, and are expected to require additional operational expense.

DISTRICT FINANCIAL INFORMATION

Budget Process

The Board adopts an annual operating budget, effective January 1 of each year, for governmental (except public safety special revenue funds) and fiduciary funds. Capital project funds are budgeted on a project length basis and therefore are not comparable on an annual basis. The Board may amend the budget by resolution during the year. The General Manager, or their designee, is authorized to transfer budgeted amounts up to $100,000, and the Board must approve transfers that exceed $100,000; however, any new appropriations of the fund must be approved by the Board. All unencumbered appropriations lapse at the end of the year. The Park District operates on a fiscal year that commences on January 1 and ends on December 31 of each year (each such year, a "**Fiscal Year**").

Annual budgets are prepared on a basis consistent with generally accepted accounting principles. The Park District maintains budgetary controls to ensure compliance with legal provisions embodied in the appropriated budget approved by the Board. The level of budgetary control (the level at which expenditures cannot legally exceed the appropriated amounts) for the operating budgets is at the division level.

Under encumbrance accounting, purchase orders, contracts and other commitments for the expenditures of monies are recorded in order to reserve that portion of the applicable appropriation. Encumbrance accounting is employed as an extension of the formal budgetary process. Encumbrances outstanding at year-end lapse and must be re appropriated as part of the following year budget.

Financial Statements

The Park District's audited financial statements for the Fiscal Year ending December 31, 2022 were prepared by the Park District and audited by Brown Armstrong Accountancy Corporation, Pleasanton, California (the "**Auditor**"). A copy of the Park District's Annual Comprehensive Financial Report for the Fiscal Year ended December 31, 2022, the most recent available, is attached to this Official Statement as Appendix B. The Park District has not requested nor did the Park District obtain permission from the Auditor to include the audited financial statements as an appendix to this Official Statement. Accordingly, the Auditor has not performed any post-audit review of the financial condition or operations of the Park District.

Audited financial statements for prior Fiscal Years are on file with the Park District and available for public inspection at the Park District Office. Copies of any such financial statements will be mailed to prospective investors and their representatives upon written request to the Park District or are available online at http://www.ebparks.org/about/budget. The reference to this internet website is shown for reference and convenience only, the information contained within the website may not be current and has not been reviewed by the Park District and is not incorporated herein by reference.

Balance Sheets and Revenue Statement Information

The following tables show (i) the Park District's audited balance sheets for its General Fund as of December 31 of the years 2019 through 2022 and unaudited balance sheets for its General Fund as of December 31, 2023, (ii) the Park District's audited revenues, expenditures and changes in fund balance for its General Fund for Fiscal Years 2019 through 2022 and unaudited revenues, expenditures and changes in fund balance for its General Fund for Fiscal Year 2023. The General Fund does not include either proceeds of District bonds or amounts used to pay debt service on such bonds. Amounts on deposit in the General Fund is not pledged as security to pay debt service on the Notes, but a portion thereof may be legally available to pay such debt service from time to time.

Table A-1
EAST BAY REGIONAL PARK DISTRICT
Audited General Fund Balance Sheets
As of January 1 of the years 2019 through 2023

	As of January 1 of the years				
	2019, Audited	**2020, Audited**	**2021, Audited**	**2022, Audited**	**2023, Unaudited[2]**
GENERAL FUND ASSETS:					
Cash and investments	$136,333,633	$142,598,666	$142,485,543	$150,220,949	$157,796,282
Restricted cash, investments held by fiscal agent	7,633,526	10,069,291	10,857,899	8,973,052	8,245,763
Receivables[1]	70,044,967	73,885,540	79,696,917	85,840,165	91,572,637
Prepaid items and deposits	71,747	103,243	99,154	178,048	54,593
Due from other funds	--	--	--	--	--
Consumable supplies	559,303	673,654	692,861	669,210	683,332
Other assets	--	--	--	--	--
TOTAL GENERAL FUND ASSETS:	214,643,176	227,330,394	233,832,374	245,881,424	258,352,607
GENERAL FUND LIABILITIES AND BALANCES:					
Liabilities:					
Accounts payable	4,549,630	3,808,449	6,674,733	5,404,100	6,628,852
Accrued payroll and related liabilities	1,717,170	2,340,959	2,572,340	2,743,215	2,882,333
Unearned revenue	1,111,848	859,946	1,176,853	1,259,492	2,013,969
Deposits	2,401,031	2,293,713	2,532,555	2,946,730	3,065,536
Other liabilities	69,915	76,599	67,191	113,611	99,521
Total liabilities:	9,849,594	9,379,666	13,023,672	12,467,148	14,690,211
DEFERRED INFLOWS OF RESOURCES					
Unavailable revenues	61,532,134	65,230,330	68,634,154	72,372,388	76,090,127
Related to leases	--	--	--	563,204	379,852
	61,532,134	65,230,330	68,634,154	72,935,592	76,469,979
Fund Balances:					
Non-spendable	631,050	776,896	792,015	847,256	740,433
Restricted	39,506,648	42,608,356	46,482,270	45,650,068	48,025,023
Committed	17,450,000	18,080,000	18,396,394	19,837,160	21,610,000
Assigned	14,374,393	13,918,313	15,011,327	15,749,086	19,761,275
Unassigned	71,299,357	77,336,833	71,492,542	78,395,114	77,055,686
Total balances:	143,261,448	152,720,398	152,174,548	160,478,684	167,192,417
TOTAL GENERAL FUND LIABILITIES, DEFERRED INFLOWS AND FUND BALANCES:	$214,643,176	$227,330,394	$233,832,374	$245,881,424	$258,352,607

(1) All categories of receivables originally presented in the Park District's annual financial statements have been combined into one amount on this schedule.
(2) Preliminary; subject to change.
Source: East Bay Regional Park District Annual Comprehensive Financial Reports for the years ended December 31, 2019 through December 31, 2022; the Park District for the year ended December 31, 2023.

Table A-2
EAST BAY REGIONAL PARK DISTRICT
Audited General Fund Revenues, Expenditures and Changes in Fund Balance
Fiscal Years 2019 through 2023

	Fiscal Year 2019, Audited	Fiscal Year 2020, Audited	Fiscal Year 2021, Audited	Fiscal Year 2022, Audited	Fiscal Year 2023, Unaudited[1]
REVENUES:					
Property Taxes and Assessments	$148,796,831	$159,120,918	$163,963,944	$178,371,597	$193,605,234
Charges for Services	9,859,358	2,829,891	8,636,582	10,223,281	8,776,475
Interest	6,505,874	4,971,994	(1,126,565)	(6,311,543)	12,275,386
Property Usage	1,909,255	1,956,859	1,701,247	1,837,226	2,078,054
Interagency Agreements and Grants	302,101	323,635	1,023,389	695,388	(70,532)
Miscellaneous	1,125,510	1,673,803	2,079,395	2,300,921	1,701,806
Total Revenues:	$168,498,929	$170,877,100	$176,277,992	$187,116,870	$218,366,423
EXPENDITURES:					
Current:					
Acquisition/Stewardship/Development	$11,017,942	$12,118,061	$13,055,792	$14,442,585	$15,911,424
Executive and Legislative Division	6,776,726	7,842,392	7,778,595	9,449,360	9,549,109
Finance and Management Services Division	9,685,456	11,556,398	12,265,519	13,722,000	15,178,939
Human Resources Division	--	--	--	--	--
Legal Division	2,522,594	2,701,966	3,936,361	3,657,663	3,762,145
Operations Division	65,983,523	68,014,229	74,252,265	84,680,827	87,782,150
Public Affairs Division	5,245,023	5,301,886	5,873,758	5,975,766	6,120,674
Public Safety Division	27,158,269	28,414,691	31,066,389	32,559,394	37,908,986
Debt Service: Principal	--	--	--	--	--
Debt Service: Interest	--	--	--	--	--
Capital Outlay	3,060,755	3,143,474	2,832,145	1,668,677	612,561
Total Expenditures:	$131,450,288	$139,093,097	$151,060,824	$166,156,272	$176,825,987
REVENUES OVER EXPENDITURES:	$37,048,641	$31,784,003	$25,217,168	$20,960,598	$41,540,436
OTHER FINANCING SOURCES (USES):					
Proceeds from Sale of Property	$169,806	$138,708	$234,629	$95,952	--
Transfers In	1,382,303	1,807,227	214,592	889,715	290,538
Transfers Out	(22,040,221)	(24,270,988)	(26,212,239)	(13,642,129)	(35,117,241)
Total Other Financing Sources (Uses):	$(20,488,112)	$(22,325,053)	$(25,763,018)	$(12,656,462)	(34,826,703)
NET CHANGE IN FUND BALANCE	$16,560,529	$9,458,950	$(545,850)	$8,304,136	$6,713,733
Fund Balance Beginning of Year, As Restated	126,700,919	143,261,448	152,720,398	152,174,548	160,478,684
Fund Balance Ending of Year	$143,261,448	$152,720,398	$152,174,548	$160,478,684	$167,192,417

(1) Preliminary; subject to change.

Source: East Bay Regional Park District Annual Comprehensive Financial Reports for the years ended December 31, 2019 through December 31, 2022; the Park District for the year ended December 31, 2023.

The following tables show the Park District's audited balance sheet as of December 31, 2022 and audited revenues, expenditures and changes in fund balance for Fiscal Year 2022 audited for the other major governmental funds of the Park District having significant balances or activities during Fiscal Year 2022. Amounts on deposit in such funds are not pledged as security to pay debt service on the Notes.

Table A-3
EAST BAY REGIONAL PARK DISTRICT
Audited Balance Sheets for Other Government Funds
As of December 31, 2022
Audited

	Debt Service Fund	Project Fund	Non-Major Governmental Funds
ASSETS:			
Cash and investments	$712,245	$52,823,666	$26,322,595
Restricted cash, investments held by fiscal agent	26,046,071	94,642,926	--
Receivables:			
Accounts	--	81,822	18,233
Grants	--	18,022,901	--
Interest	37,079	369,364	--
Leases	--	--	--
Property Usage	--	6,009	4,095,376
Taxes and Other	15,164,287	3,890,586	--
Prepaid items	--	392,933	--
Notes Receivable	--	3,032,366	--
Other Assets	--	2,521,756	--
Total Assets:	$41,959,682-	$175,784,329	$30,436,204
LIABILITIES AND BALANCES:			
Liabilities:			
Accounts Payable	--	$5,577,711	$19,957
Accrued Payroll and Related Liabilities	--	175,434	130,152
Unearned Revenue	--	2,763,539	--
Deposits	--	15,000	--
Other Liabilities	--	1,304,042	--
Total Liabilities:	--	$9,835,726	$150,109
DEFFERED INFLOWS OF RESOURCES			
Unavailable Revenue	$15,164,287	$18,758,561	$4,099,160
Fund Balances:			
Non-Spendable	$ --	$ --	$ 4,693,503
Restricted	26,795,395	132,381,344	18,512,704
Committed	--	11,776,332	1,418,933
Assigned	--	3,032,366	1,561,795
Unassigned	--	--	--
Total Fund Balances:	$26,795,395	$147,190,042	$28,186,935
TOTAL LIABILITIES, DEFFERED INFLOWS AND FUND BALANCES:	$41,959,682	$175,784,329	$30,186,935

Source: East Bay Regional Park District Annual Comprehensive Financial Report for the year ended December 31, 2022.

Table A-4
EAST BAY REGIONAL PARK DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balances
for Other Government Funds
Fiscal Year 2022
Audited

	Debt Service Fund	Project Fund	Non-Major Governmental Funds
REVENUES:			
Property Taxes and Assessments	$24,141,122	--	$8,308,786
Charges for Services	--	87,006	62,556
Interest	175,897	(153,134)	171,589
Property Usage	--	57,016	1,038,287
Interagency Agreements and Grants	--	16,903,028	--
Miscellaneous	--	1,054,283	82,826
Total Revenues:	$24,317,019	$17,948,199	$9,664,044
EXPENDITURES:			
Current:			
Acquisition/Stewardship/Development	--	15,830,483	1,003
Finance/Legislation Division	--	36,677	--
Finance/management Services Division	10,100	2,562,037	2,835,500
Legal Division	--	--	100,591
Operations Division	--	2,756,240	5,352,046
Public Affairs Division	--	706	--
Public Safety Division	--	5,141,643	--
Debt Service:			
Principal	8,615,000	--	--
Interest	6,581,468	--	--
Cost of issuance	360,426	--	--
Capital Outlay:	--	26,771,248	10,717
Total Expenditures:	15,566,994	53,099,034	8,299,857
REVENUES OVER (UNDER) EXPENDITURES	8,750,025	(35,150,835)	1,364,187
OTHER FINANCING SOURCES (USES):			
Sale of Capital Assets		--	--
Debt issuance	60,000,000		
Premium on bonds issued	5,433,866		
Refunding bond issuance	3,705,000		
Premium on refunding bonds issued	383,001		
Payment to refunded bond escrow agent	(4,055,619)		
Transfers In	1,438,630	84,608,310	3,445,036
Transfers Out	(60,000,000)	(4,543,647)	(4,026,870)
Total Other Financing Sources (Uses):	6,904,878	80,064,663	(581,834)
NET CHANGE IN FUND BALANCES:	15,654,903	44,913,828	782,353
FUND BALANCES			
Beginning of Year	11,140,492	102,276,214	25,404,582
End of Year	$26,795,395	$147,190,042	$26,186,935

Source: East Bay Regional Park District Annual Comprehensive Financial Report for the year ended December 31, 2022.

The following table shows figures taken from the Adopted Budget of the Park District for Fiscal Year 2024.

Table A-5
EAST BAY REGIONAL PARK DISTRICT
General Fund Revenues, Expenditures and Changes in Fund Balance
For Fiscal Year 2024
(Adopted Operating Budget)

	Fiscal Year 2024 Budget
Revenues:	
Taxes & Assessments	$196,100,000
Charges for Services	10,691,016
Property Usage	1,981,418
Investment Earnings	--
Grants/Inter-agency Agreements	703,500
Miscellaneous	3,361,740
Total Revenues	**212,837,674**
Other Sources:	
Transfers In	6,000
TOTAL RESOURCES	**212,843,674**
Expenditures:	
Personnel Costs	135,112,357
Supplies	9,108,360
Services	27,074,774
Capital Outlay/Equipment	269,750
Grants/Inter-agency Agreements	232,000
Intra-District Charges	29,888,407
Total Expenditures	**201,685,648**
Other Uses:	
Transfers Out	19,502,959
TOTAL USES	**221,188,607**
Change in Fund Balance	(8,344,933)
Total	**$212,843,674**

Source: East Bay Regional Park District 2024 Adopted Operating Budget.

Property Tax Revenues; Secured Apportionment Factor

Increases and declines in assessed valuation of property within the Park District directly impact the Park District's finances, as over 76% of the Park District's operating revenue for Fiscal Year 2024 is estimated to be derived from property tax.

The Park District receives a portion of the 1% of all general *ad valorem* property taxes collected in each Tax Rate Area of the Park District (the "**Secured Apportionment Factor**"); the amount of such Secured Apportionment Factor varies by Tax Rate Area. See "SECURITY AND SOURCE OF PAYMENT FOR THE BONDS – Tax Rate Areas." The following tables show the Secured Apportionment Factors for each County for current and the previous nine fiscal years of the Counties ended June 30.

Table A-6
EAST BAY REGIONAL PARK DISTRICT
Secured Apportionment Factor of 1% (General Fund Property Tax) (1)

Average for Alameda County Portion

Fiscal Year	Secured Apportionment Factor
2014-15	.02969196%
2015-16	.02970908
2016-17	.02973075
2017-18	.02972017
2018-19	.02974066
2019-20	.02974374
2020-21	.02969864
2021-22	.02967928
2022-23	.02966555
2023-24	.02967597

Average for Contra Costa County Portion

Fiscal Year	Secured Apportionment Factor
2014-15	.02901362%
2015-16	.02892197
2016-17	.02885754
2017-18	.02877736
2018-19	.02873225
2019-20	.02865628
2020-21	.02859921
2021-22	.02853766
2022-23	.02846985
2023-24	.02851655

(1) This factor does not account for any deduction of redevelopment agency tax increments and other exemptions.
Source: California Municipal Statistics, Inc. for the Alameda County portion for fiscal years 2014-15 through 2022-23; the Park District for for the Alameda County portion for fiscal year 2023-24 and the Contra Costa County portion.

Special Tax Information

On November 2, 2004, voters approved the Public Safety and Environmental Maintenance tax ("**Measure CC**") for a 15-year period to provide funding for maintenance of the Park District's infrastructure, resource projects, public safety and access projects and other projects. Measure CC expired in 2020. On November 6, 2018, 85.6% of voters in western Alameda and Contra Costa counties approved the Measure FF Community Facilities District ("**CFD**") Fund ("**Measure FF**"). This measure is a continuation of Measure CC. The purpose of the parcel tax is to fund public access, wildfire protection, public safety and maintenance in the Park District's parks and trails within the assessed area. The Measure FF amount is $12.00 per single-family residential parcel and $8.28 per multi-family unit per year, was first collected in Fiscal Year 2019 and will be levied for 20 years. The tax is collected in the same manner and at the same time as ordinary *ad valorem* property taxes. The CFD boundaries include the incorporated cities of Alameda, Albany, Berkeley, Emeryville, Oakland and Piedmont, as well as some unincorporated areas of Alameda County. The CFD also includes the incorporated cities of Richmond, San Pablo, and El Cerrito, as well as some unincorporated areas of El Sobrante and Kensington in Contra Costa County.

District Organization and Employee Relations

The Park District operates seven divisions: Executive/Legislative; Human Resources; Finance/Management Services; Legal; Operations; Acquisition, Stewardship and Development; Public Safety; and Public Affairs. Full time equivalent positions ("**FTE**") for Fiscal Year 2024 equals 978.54, with the majority concentrated in the Operations Division, and 76 permanent employees are sworn public safety personnel.

The table below shows each of the Park District's represented units (each a "**Labor Organization**"), the number of employees represented and applicable contract expiration dates. District management and confidential employees are not represented by employee associations. Labor relations have been generally amicable in that there have been no major strikes, work stoppages or other similar incidents.

Labor Organization	Represented Employees	Contract Expiration
Local 2428; AFSCME	643 FTE	March 31, 2027
Police Association	93 FTE	March 31, 2026

Pension Benefits

Personnel Costs. The largest category of annual expenditures for the Park District is Personnel Services. Total budgeted Personnel Services costs (which include salaries and wages (but excluding compensated absences), the Park District-paid share of benefits (the largest of which are health insurance, retirement, and retiree medical benefits), and charges for the Park District's self-insured programs) were $163,176,483 for Fiscal Year 2024. This represents an increase of approximately $9.1 million or 5.9% over Fiscal Year 2023 levels.

Summary of Retirement System. The Park District has the following four defined benefit retirement plans (collectively, the "**Pension Plans**"): (1) the East Bay Regional Park District General Employees Plan (the "**General Employees' Plan**"); (2) the East Bay Regional Park District Sworn Safety Plan (the "**Sworn Safety Plan**", and, together with the General Employees' Plan, the "**EBRPD Plans**"); (3) the California Public Employees' Retirement System ("**CalPERS**") Miscellaneous Plan (the "**CalPERS Miscellaneous Plan**"); and (4) the CalPERS Safety Plan (the "**CalPERS Safety Plan**" and, together with the CalPERS Miscellaneous Plan, the "**CalPERS Plans**"). The Pension Plans provide retirement and disability benefits, annual cost of living adjustments and death benefits to plan members and their beneficiaries.

EBRPD Plans*.* The EBRPD Plans have been closed since January 1, 2001, and January 1, 2000, for the General Employees' Plan and the Sworn Safety Plan, respectively. All new and eligible District employees hired after these dates are enrolled in the CalPERS Miscellaneous Plan or the CalPERS Safety Plan, respectively. As of January 1, 2022, there remained 3 active employees, 4 terminated and vested former employees, and 154 retirees participating in the General Employees' Plan, and 1 terminated and vested and 28 retirees participating in the Sworn Safety Plan. The EBRPD Plans' annual required contributions are based on an actuarially determined amount that is estimated to finance costs of benefits earned by Plan members during the year; with additional amounts to finance any unfunded accrued liability. In Fiscal Year 2021-22, the Park District contributed $2,190,000 and $270,000 to the General Employees Plan and the Sworn Safety Plan, respectively. As of December 31, 2022, the Park District recognized a net pension liability of $307,561 with respect to the General Employees Plan and net pension liability of $555,541 with respect to the Sworn Safety Plan. See "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022, Note 11," for additional information regarding the EBRPD Plans.

CalPERS Plans. *This section contains certain information relating to CalPERS. The information is primarily derived from information produced by CalPERS, its independent accountants and actuaries. The Park District has not independently verified the information provided by CalPERS and makes no representations and expresses no opinion as to the accuracy of the information provided by CalPERS. The annual comprehensive financial reports of CalPERS are available on its Internet website at www.calpers.ca.gov. The CalPERS website also contains CalPERS' most recent actuarial valuation reports and other information concerning benefits and other matters. Such information is not incorporated by reference in this Official Statement. The Park District cannot guarantee the accuracy of such information. Actuarial assessments are "forward-looking" statements that reflect the judgment of the fiduciaries of the pension plans, and are based upon a variety of assumptions, one or more of which may not materialize or may be changed in the future. Actuarial assessments will change with the future experience of the pension plans.*

CalPERS maintains, and reports information regarding, the CalPERS Plans on a fiscal year basis commencing on July 1 of each year and ending on June 30 of the following year. However, the Park District operates on a fiscal year that commences on January 1 and ends on December 31 of each year. For the avoidance of doubt, references to "Fiscal Year" in the following discussion regarding the CalPERS Plans, the related reports and information means a fiscal year commencing and ending on such dates unless otherwise noted.

Description of CalPERS Plans. The miscellaneous employees of the Park District (that are not members of the EBRPD Plans) are part of the CalPERS Miscellaneous Plan, an agent multiple-employer defined benefit pension plan. The safety employees are part of the CalPERS Safety Plan, a cost-sharing multiple-employer defined benefit plan, commonly referred to as risk pool. The Park District has four retirement benefit cost pools or tiers for CalPERS Safety Plan employees. Classic tier for all safety employees including Police and Fire hired prior to March 31, 2012. Police Tier II and Fire Tier II for employees hired prior to January 1, 2013. Police and Fire PEPRA is for employees hired on or after January 1, 2013. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by State statute and the Park District's Board by resolution.

At December 31, 2022, the employees covered by the benefit terms of the PERS Miscellaneous Plan were: 424 inactive employees receiving benefits, 319 transferred or

separated employees entitled to but not yet receiving benefits, and 650 active employees. At December 31, 2022, the employees covered by the benefit terms of the PERS Safety Plans were: 81 inactive employees receiving benefits, 64 transferred or separated employees entitled to but not yet receiving benefits, and 64 active employees.

Benefits Provided. CalPERS provides retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees, and their beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment, age and the average of the final 3 years compensation. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1959 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the California Public Employees' Retirement Law (the "**Retirement Law**").

Employees hired prior to January 1, 2013 and have remained under continuous employment with a CalPERS agency are considered "Classic" employees. California Public Employees' Pension Reform Act of 2013 ("**PEPRA**"), which was signed by the State Governor on September 12, 2012, established a new pension benefit tier for employees who were hired on and after January 1, 2013, who were not previously CalPERS members or have left employment with a CalPERS agency for more than 6 months.

PEPRA adjusted the benefit formulas, required employee contribution, calculation of benefits and maximum pay, as well as other benefits. PEPRA employees receive the following benefit formulas: (i) 2.0% at age 62 formula for Miscellaneous employees; and (ii) 2.7% at age 57 for Safety employees. Employees are required to pay at least 50% of the total (annual) normal cost rate, and are required to make the full amount of required employee contributions themselves under PEPRA. Retirement benefits for such employees are calculated on the highest average annual compensation over a consecutive 36-month period. Accordingly, retirement benefits for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation and retirement benefits for PEPRA safety employees are calculated as 2.7% of the average final 36 months of compensation. Retirement benefits for Classic miscellaneous employees are calculated as 2% of the average final 12 months of compensation and retirement benefits for Classic safety employees are calculated as 3% of the average final 12 months compensation. Retroactive benefits increases are also prohibited, as are contribution holidays, and purchases of additional non-qualified service credit. PEPRA also capped pensionable income as noted below. Maximum amounts are set annually, subject to adjustment in accordance with the Consumer Price Index.

CalPERS Pension Compensation Limits for Calendar Year 2024 (Classic and PEPRA members)

	Classic	***PEPRA***
Maximum Pensionable Income	$345,000	$181,734[(1)]

(1) The Maximum Pensionable income for PEPRA members employed at agencies that participate in Social Security is $151,446.
Source: CalPERS Payroll Circular Letter dated January 2, 2024.

Additional employee contributions, limits on pensionable compensation and higher retirement ages for new members as a result of the passage of PEPRA are expected to reduce the Park District's unfunded pension lability and potentially reduce District contribution levels in the long term.

Required Contributions. Section 20814(c) of the Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined as of June 30 through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The Park District is required to contribute the difference between the actuarially determined rate and the contribution rate of the employees. The Park District's contributions, expense and liabilities with respect to the CalPERS Plans in this Official Statement are shown based on the Park District's Fiscal Year (which commences on January 1 and ends on December 31 of each year). The Park District contribution rates may change if plan contracts are amended.

CalPERS collects employer contributions for each plan as a percentage of payroll for the normal cost portion and as a dollar amount for contributions toward the unfunded accrued liability ("**UAL**").

For the year ended December 31, 2022, the Park District's contributions to the CalPERS Miscellaneous Plan and CalPERS Safety Plan (for all tiers) totaled $18,578,081 and $3,744,821, respectively.

The actuarially determined normal cost rates and UAL contribution amounts for Fiscal Years 2022-23, 2023-24 and 2024-25 for the CalPERS Miscellaneous Plan and the CalPERS Safety Plan (by tier) are as follows:

	Fiscal Year 2022-23		Fiscal Year 2023-24		Fiscal Year 2024-25	
Plan/Tier	**Employer Normal Cost Rate**	**Employer Payment of UAL**	**Employer Normal Cost Rate**	**Employer Payment of UAL**	**Employer Normal Cost Rate**	**Employer Payment of UAL**
Miscellaneous Plan	9.91%	$12,647,040	10.71%	$12,688,322	10.48%	$15,213,167
Safety Plan						
Classic	23.75	2,079,373	27.11	2,032,225	27.32	2,460,708
Police Tier II	21.84	7,646	24.15	--	24.33	16,060
Fire Tier II	21.84	6,592	24.15	--	24.33	6,743
PEPRA Police	12.78	13,190	13.54	18,030	13.76	31,291
PEPRA Fire	12.78	888	13.54	--	13.76	1,721

Source: CalPERS Actuarial Reports dated July 2021, July 2022 and July 2023.

The Park District's estimated total contribution amounts (including the required normal cost and UAL contributions) and as a percentage of estimated covered payroll for the CalPERS Miscellaneous Plan and the CalPERS Safety Plan (by tier) in Fiscal Years 2022-23, 2023-24, and 2024-25 (excluding employee cost sharing) are as follows:

	Fiscal Year 2022-23		Fiscal Year 2023-24		Fiscal Year 2024-25	
	Total Employer Contribution	**% of Covered Payroll**	**Total Employer Contribution**	**% of Covered Payroll**	**Total Employer Contribution**	**% of Covered Payroll**
Miscellaneous Plan	$18,312,483	31.71%	$19,085,831	31.95%	$22,193,188	33.32%
Safety Plan						
Classic	3,467,689	N/A[1]	3,520,988	N/A[2]	3,453,929	N/A[3]
Police Tier II	186,251	N/A[1]	268,059	N/A[2]	216,511	N/A[3]
Fire Tier II	65,981	N/A[1]	106,416	N/A[2]	134,731	N/A[3]
PEPRA Police	326,759	N/A[1]	388,529	N/A[2]	604,286	N/A[3]
PEPRA Fire	52,627	N/A[1]	68,879	N/A[2]	84,051	N/A[3]

(1) Total employer contributions for the CalPERS Safety Plan (for all tiers in aggregate) as a percentage of covered payroll totaled 41.86%. Total employer contribution as a percentage of covered payroll by tier for Fiscal Year 2022-23 was not reported by CalPERS.

(2) Total employer contributions for the CalPERS Safety Plan (for all tiers in aggregate) as a percentage of covered payroll totaled 42.31%. Total employer contribution as a percentage of covered payroll by tier for Fiscal Year 2023-24 was not reported by CalPERS.

(3) Total employer contributions for the CalPERS Safety Plan (for all tiers in aggregate) as a percentage of covered payroll totaled 46.27%. Total employer contribution as a percentage of covered payroll by tier for Fiscal Year 2024-25 was not reported by CalPERS.

Source: CalPERS Actuarial Reports dated, July 2021, July 2022 and July 2023.

Projected Employer Contributions. The following tables show the Park District's actuarially-determined required employer contribution for Fiscal Year 2024-25 and projected employer contributions (before cost sharing) for Fiscal Years 2025-26 through 2029-30 by normal cost (expressed as a percentage of total active payroll) and amortization of the unfunded accrued liability (expressed as a dollar amount). The projections assume a 6.8% annual rate of return for Fiscal Year 2022-23 and beyond, but do not include any reductions in the normal cost that will occur over time as new employees are hired into PEPRA or other lower cost benefit tiers.

CalPERS Miscellaneous Plan

	Required Contribution	Projected Future Employer Contributions (Assumes 6.8% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Normal Cost %	10.48%	10.3%	10.0%	9.9%	9.7%	9.5%
UAL Payment	$15,213,167	$16,141,000	$10,225,000	$10,805,000	$12,194,000	$12,393,000

CalPERS Safety Plan

Classic

	Required Contribution	Projected Future Employer Contributions (Assumes 6.8% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Normal Cost %	27.32%	27.3%	27.3%	27.3%	27.3%	27.3%
UAL Payment	$2,460,708	$2,664,000	$2,862,000	$3,022,000	$3,383,000	$3,451,000

Police Tier II

	Required Contribution	Projected Future Employer Contributions (Assumes 6.8% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Normal Cost %	24.33%	24.3%	24.3%	24.3%	24.3%	24.3%
UAL Payment	$16,060	$26,000	$36,000	$46,000	$56,000	$56,000

Fire Tier II

	Required Contribution	Projected Future Employer Contributions (Assumes 6.8% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Normal Cost %	24.33%	24.3%	24.3%	24.3%	24.3%	24.3%
UAL Payment	$6,743	$11,000	$16,000	$20,000	$25,000	$25,000

PEPRA Police

	Required Contribution	Projected Future Employer Contributions (Assumes 6.8% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Normal Cost %	13.76%	13.8%	13.8%	13.8%	13.8%	13.8%
UAL Payment	$31,291	$38,000	$45,000	$51,000	$62,000	$62,000

PEPRA Fire

	Required Contribution	Projected Future Employer Contributions (Assumes 6.8% Return for Fiscal Year 2022-23 and Beyond)				
Fiscal Year	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Normal Cost %	13.76%	13.8%	13.8%	13.8%	13.8%	13.8%
UAL Payment	$1,721	$2,900	$4,000	$5,200	$6,400	$6,400

Source: CalPERS Actuarial Reports dated July 2023.

Funded Statutory. The following table sets forth the schedule of funding for the CalPERS Miscellaneous Plan for the actuarial valuations as of June 30 of the years 2018 through 2022.

CalPERS Miscellaneous Plan

Valuation Date Ended June 30	Accrued Liability	Market Value of Assets (MVA)	Unfunded Accrued Liability	Funded Ratio	Annual Covered Payroll
2018	$339,754,161	$236,539,887	$103,214,274	69.6%	$46,123,996
2019	361,809,012	253,241,078	108,567,934	70.0%	48,375,588
2020	382,412,499	267,829,604	114,582,895	70.0%	53,237,711
2021	412,842,136	333,373,682	79,468,454	80.8%	54,984,728
2022	446,869,527	311,068,677	135,800,850	69.6%	61,307,851

(1) Based on the market value of assets.
Source: CalPERS Actuarial Reports Dated July 2023.

The following table sets forth the schedule of funding for the CalPERS Safety Plan by tier for the actuarial valuations as of June 30 of the years 2018 through 2022.

CalPERS Safety Plan

Valuation Date Ended June 30	Accrued Liability	Share of Pool's Market Value of Assets (MVA)	Unfunded Accrued Liability	Funded Ratio	Annual Covered Payroll
Classic					
2018	$82,836,732	$60,012,185	$22,824,547	72.4%	$5,491,259
2019	87,646,330	63,476,177	24,170,153	72.4%	5,350,157
2020	94,229,541	67,773,568	26,455,973	71.9%	5,388,642
2021	101,791,449	83,167,206	18,624,243	81.7%	5,054,949
2022	107,993,334	76,172,972	31,820,362	70.5%	4,307,643
Police Tier II					
2018	$587,786	$542,874	$44,912	92.4%	$422,671
2019	1,557,584	1,484,771	72,813	95.3%	427,812
2020	1,790,919	1,663,840	127,079	92.9%	753,870
2021	2,668,108	2,828,481	(160,373)	106.0%	1,021,726
2022	3,901,536	3,449,544	451,992	88.4%	788,655
Fire Tier II					
2018	$708,679	$649,631	$59,048	91.7%	$192,155
2019	747,559	673,872	73,687	90.1%	281,583
2020	876,225	776,764	99,461	88.6%	249,125
2021	1,174,460	1,195,494	(21,034)	101.8%	405,613
2022	1,460,880	1,258,861	202,019	86.2%	473,770
PEPRA Police					
2018	$862,005	$785,783	$76,222	91.2%	$1,739,810
2019	1,392,891	1,261,679	131,212	90.6%	2,289,871
2020	1,897,299	1,689,224	208,075	89.0%	2,261,812
2021	2,290,649	2,310,849	(20,200)	100.9%	2,518,776
2022	3,010,576	2,531,352	479,224	84.1%	2,973,247
PEPRA Fire					
2018	$11,400	$11,086	$314	97.2%	$0
2019	23,061	22,517	544	97.6%	366,418
2020	112,209	108,726	3,483	96.9%	373,198
2021	251,327	276,609	(25,282)	110.1%	468,262
2022	368,046	326,139	41,907	88.6%	356,902

(1) Based on the market value of assets.
Source: CalPERS Actuarial Reports Dated July 2023.

There is a two-year lag between the valuation date and the start of the contribution Fiscal Year. The UAL was determined in the June 30, 2022 actuarial valuation, but the corresponding

UAL payments commence two years after the valuation date in Fiscal Year 2024-25. This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the Fiscal Year.

Net Pension Liability. The Park District's net pension liability for the CalPERS Plans is measured as the total pension liability, less the pension plan's fiduciary net position. The net pension liability of each of the CalPERS Plans was measured as of June 30, 2022, using an annual actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. As of December 31, 2022, the Park District reported net pension liability of the CalPERS Miscellaneous Plan of $116,522,430 and proportionate shares of the net pension liability of the CalPERS Safety Plan of $29,153,270. The Park District's proportion of the net pension liability for the CalPERS Safety Plan was based on a projection of the Park District's long-term share of contributions of all participating employers, actuarially determined. The Park District's proportionate share of the net pension liability for the CalPERS Safety Plan as of June 30, 2022 was 0.42426%, which was an increase of 0.038456 from its proportion of 0.39700% measured as of June 30, 2021.

Pension Expense. At December 31, 2022, the Park District recognized pension expense of $851,486 for the CalPERS Miscellaneous Plan and $3,589,597 for the CalPERS Safety Plan.

Potential Impacts on Future Required Contributions. The CalPERS Board of Administration has adjusted and may in the future further adjust certain assumptions used in the CalPERS actuarial valuations, which adjustments may increase the Park District's required contributions to CalPERS in future years. Accordingly, the Park District cannot provide any assurances that the Park District's required contributions to CalPERS in future years will not significantly increase (or otherwise vary) from any past or current projected levels of contributions.

Change in Assumptions/Discount Rate. The CalPERS Board of Administration has voted to lower its discount rate and change other assumptions from time to time and it is likely that it will do so again in the future. Decreases in the discount rate will, and such other changes may, have the effect of increasing contributions in the future.

Investment Performance. CalPERS earnings reports for Fiscal Years 2011-12 through 2022-23 report investment gains (losses) of approximately 0.1%, 13.2%, 18.4%, 2.4%, 0.6%, 11.2%, 8.6%, 6.7%, 4.7%, 21.3%, (6.1%) and 5.8%, respectively. Future earnings performance may increase or decrease future contribution rates for plan participants.

Pension Trust. In September of 2017, the Park District established an irrevocable pension trust fund under Section 115 of the Internal Revenue Code in order to mitigate its pension costs and stabilize pension contribution rates for employees. As of December 31, 2022, approximately $8.9 million was on deposit in the Pension Trust. See "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022, Note 11," for additional information regarding the CalPERS Plans.

Other Post-Employment Benefits

Plan Description. The Park District provides post-retirement healthcare benefits ("**OPEB**") to its retirees in accordance with labor agreements and District policy. The Park District contributes to the California Employers' Retiree Benefit Trust ("**CERBT**"), an agent multiple employer plan, administered by CalPERS and managed by an appointed board not under the control of the Park District. The CERBT is not considered a component unit by the Park District and has been excluded from the Park District's audited financial statements set forth in "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022."

Benefits Provided. The Park District's OPEB plan provides medical insurance benefits to eligible retirees and their eligible dependents based on union agreements and District policy. There are benefits for pre-Medicare and post-Medicare status. At June 30, 2022, membership of the Park District's OPEB plan consisted of 315 inactive plan members currently receiving benefits, 194 inactive plan members entitled but not receiving benefits, and 723 active plan members. A brief description of benefits, as well as additional information about the Park District's OPEB plan, is set forth in "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022, Note 10."

Contributions. The Board is granted the authority to establish and amend contribution requirements of the Park District. The Park District establishes separate rates for each of the employee groups based on actuarially determined rates from annual actuarial valuation reports. The Park District pays all costs of the OPEB plan, except for the participation of retirees who pay District group medical and dental premiums. For Fiscal Year 2022, the Park District contributed a total of $3,508,459 as trust contributions to the OPEB Plan.

The following table shows District contributions to the OPEB plan for Fiscal Years 2018 through 2022.

	2018	2019	2020	2021	2022
Actuarially Determined Contribution (ADC)	$5,723,797	$4,714,581	$5,110,465	$3,119,279	$3,206,095
Contribution in relation to ADC	(5,723,797)	(4,714,581)	(5,110,465)	(5,758,732) [1]	(3,508,459)
Contribution deficiency (excess)	--	--	--	(2,639,453)	(302,364)
Covered employee payroll	$59,244,475	$62,419,664	$64,140,512	$69,216,977	$76,860,058
Contributions as percentage of covered-employee payroll	9.66%	7.55%	7.97%	8.32%	4.56%

(1) For Fiscal Year 2021, contributions include trust contributions to CERBT of $3,353,286 plus estimated implicit subsidy costs of $1,630,690 and $774,756, respectively, paid from general assets during such year. The Park District requested reimbursement from CERBT for $756,978 in explicit subsidy payments after Fiscal Year 2022. Since such transaction occurred after the end of the year, such contributions are included as employer contributions for Fiscal Year 2022.

Source: East Bay Regional Park District Annual Comprehensive Financial Report for the year ended December 31, 2022.

Net OPEB Liability. The Park District's net OPEB liability for the measurement period ended December 31, 2022 was measured as of June 30, 2022, and the total OPEB liability used to calculate the net OPEB liability for such Fiscal Year was determined by an actuarial valuation as of June 30, 2022, to determine the June 30, 2022 total OPEB liability, based on certain actuarial methods and assumptions. At December 31, 2022, the Park District's net OPEB asset and the total OPEB liability was $4,155,874 and $70,168,095, respectively.

Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. Amounts

determined regarding the funded status of the plan and the annual requires contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. See "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022, Note 10," for a description of the actuarial methods and assumptions used to measure the Park District's net OPEB liability as of December 31, 2022.

OPEB Funded Status. The status of the OPEB plan as of the December 31, 2021 and December 31, 2022 measurement dates is as follows:

	Fiscal Year 2021	Fiscal Year 2022
Total OPEB Liability – Beginning	$74,030,875	72,097,724
Total OPEB Liability – Ending (a)	72,097,724	70,168,095
Plan Fiduciary Net Position – Beginning	$64,464,483	$84,851,989
Plan Fiduciary Net Position – Ending (b)	84,851,989	74,323,969
Net OPEB Asset (a) – (b)	$(12,754,265)	$(4,155,874)
Plan Fiduciary Net Position as a percentage of the total OPEB liability	117.69%	105.92%
Covered employee payroll	$65,386,187	$73,557,882
Net OPEB Liability as a percentage of covered-employee payroll	(19.51%)	(5.65%)

Source: East Bay Regional Park District Annual Comprehensive Financial Report for the year ended December 31, 2022.

See "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022, Note 10," and "Schedule of Changes in the Net OPEB Liability, Related Ratios and Contributions" therein for additional information regarding the Park District's OPEB costs.

Risk Management

For general insurance coverage, including property, liability, cyber and watercraft, the Park District's self-insurance limit is $500,000 for liability and $25,000 for property. Public Risk Innovation Solutions, and Management ("**PRISM**") covers the amount in excess of the Park District's self-insurance limits to $25 million per year for both liability and property. Additionally, the Park District purchases insurance coverage for crime, aviation including a drone endorsement, errors and omission, and boiler and machinery.

The Park District's actuarially determined liability as of December 31, 2022 for general liability was $2,442,592, which includes an estimate for incurred, but not reported claims. Several claims were settled during 2022, and claims paid equaled $340,658.

For workers' compensation coverage, the Park District retains $350,000 for each claim, with the excess coverage provided through PRISM. Total cost of fiscal year 2022 workers' compensation insurance was $237,361. The actuarially determined liability at December 31, 2022 for workers' compensation liability was $8,575,598, which includes an estimate for incurred, but not reported claims. Claims paid during 2022 equaled $2,873,290. The actuarially determined liability for General Liability and Workers' Compensation assumes a long-term average annual return on investments of 3%.

The estimated liability for the self-insured dental plan was $64,546. Claims paid during 2022 equaled $1,024,906.

See Note 12 to "APPENDIX C – ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR YEAR ENDED DECEMBER 31, 2022" for additional information about the Park District's risk management practices.

Investment of District Funds

The Park District's investment of funds is governed by the California Government Code Section 53601 et seq. and by California Government Code Section 53630 et seq. The statute requires that funds on deposit in banks must be federally insured or collateralized. The Park District also allows investment in two government-sponsored pools, the Local Agency Investment Fund ("**LAIF**"), overseen by the State Treasurer, and the California Asset Management Program ("**CAMP**"). The Park District reviews the policies, management, and fees charged by LAIF and CAMP periodically. The Chief Financial Officer of the Park District is required to submit investment reports to the Board on a quarterly basis. This report includes a certification of policy requirements or an explanation of why requirements were not met; all investment activities since the last report will be in full compliance with the investment policy and the Park District must demonstrate its ability to meet all expenditure requirements for the next six months.

ECONOMIC AND DEMOGRAPHIC INFORMATION REGARDING ALAMEDA AND CONTRA COSTA COUNTIES

General

Alameda and Contra Costa Counties are two of nine counties in the San Francisco-Oakland Bay Area.

Alameda County. Alameda County shares its borders with Contra Costa County to the north, San Francisco Bay to the west, Santa Clara County to the south and San Joaquin County to the east. Most of Alameda County's population is concentrated in a highly urbanized area northern area between the San Francisco Bay and the East Bay Hills. This area includes the Cities of Fremont, Union City, Hayward, Oakland and Berkeley. The northern part of Alameda County has direct access to San Francisco Bay and the City of San Francisco. It is highly economically diversified with residential areas, as well as traditional heavy industry, the University of California at Berkeley, the Port of Oakland, and sophisticated manufacturing, computer services and biotechnology firms. The middle of Alameda County is also highly developed including older established residential and industrial areas. The southeastern corner of Alameda County has seen strong growth in residential development and manufacturing. Many high-tech firms have moved from neighboring Silicon Valley in Santa Clara County to this area. The southwestern corner of Alameda County has seen the most development in recent years due to land availability. Agriculture and the rural characteristics of this area are disappearing as the region maintains its position as the fastest growing residential, commercial and industrial part of Alameda County.

Contra Costa County. Contra Costa County is bounded by San Francisco Bay to the west, the San Pablo Bay and the Sacramento River delta to the north, and by Alameda County on the south. Contra Costa County is largely suburban in its make-up, with some heavy industrial areas. Following World War II, Contra Costa County rapidly developed into a suburban area. In the 1950s through the 1970s, a number of large companies followed their employees to the suburbs, filling large business parks. The establishment of a large, prosperous population in turn fostered the development of large shopping centers and created demand for an extensive supporting infrastructure. In the Post-War period, owing to extensive waterfront on San Francisco, San Pablo, and Suisun bays, the northwestern and northern segments of the County also became sites for heavy industry, including a number of still active oil refineries (particularly Chevron in Richmond, Shell Oil and Tesoro - in Martinez), chemical plants (Dow Chemical) and a once substantial integrated steel plant, Posco Steel (formerly United States Steel), now reduced to secondary production of strip sheet and wire. From the 1970s and on, the central section of Contra Costa County has rapidly developed from a suburban area into a major commercial and financial headquarters center. The eastern part of Contra Costa County has also undergone substantial change, from a rural, agricultural area, to a suburban region.

The Counties are crossed by interstate freeways and railroads, and linked by an international airport and several seaports. Light rail and several metropolitan transit systems provide commuters with a variety of transportation alternatives. Both Counties are served by the Bay Area Rapid Transit District ("**BART**"), which has encouraged expansion of residential and commercial development. The Counties have a total of five bridges from 0.8 to 5.5 miles long that span the bays and deltas of the San Francisco Bay Area.

Interstates 80, 680 and 580 are at the western terminus of a link between the eastern and western seaboards. Together with the Southern Pacific, Union Pacific and Santa Fe Railroads,

they provide land transportation for materials passing through the Ports of Oakland and Richmond.

Alameda County has a charter form of government, while Contra Costa County has a general law form of government. Each county is governed by a five-member Board of Supervisors who are elected to serve four-year terms. In each county, a chief administrative officer is appointed by the Board of Supervisors to run the day-to-day operations.

Alameda and Contra Costa Counties have a broad range of educational facilities. These include the University of California at Berkeley, the California State University at Hayward and numerous community, city and private colleges. Most of the community and city colleges offer classes at no or nominal fees to residents.

Population

Alameda County is the seventh most populous county in California. Alameda County's major population centers are the cities of Berkeley, Fremont, Oakland and Hayward. Contra Costa County is the ninth most populous county in California. Contra Costa County's major population centers are the cities of Richmond, Concord, Walnut Creek, Antioch and Pittsburg. Over 35% of the San Francisco Bay Area's population resides in the Counties.

The Counties' populations at January 1, 2023, the most recent estimate, were 1,636,194 for Alameda County and 1,147,653 for Contra Costa County, according to the State Department of Finance. The table below shows population estimates for the Counties and the State for the last ten years.

Table A-7
ALAMEDA COUNTY, CONTRA COSTA COUNTY
AND STATE OF CALIFORNIA
Population Estimates
Calendar Years 2014 through 2023 as of January 1

Calendar Year	Alameda County	Contra Costa County	State of California
2014	1,590,729	1,098,959	38,556,731
2015	1,613,319	1,113,221	38,865,532
2016	1,631,230	1,127,634	39,103,587
2017	1,644,303	1,137,577	39,352,398
2018	1,651,760	1,143,188	39,519,535
2019	1,659,608	1,147,623	39,605,361
2020	1,663,114	1,149,853	39,648,938
2021	1,663,371	1,161,238	39,286,510
2022	1,644,248	1,151,798	39,078,674
2023	1,636,194	1,147,653	38,940,231

Source: State Department of Finance estimates (as of January 1).

Employment and Industry

The Counties are home to one-third of the San Francisco Bay Area's jobs, and, prior to the economic downturn beginning in 2008, the Counties had been one of the fastest growing and most thriving regions in the San Francisco Bay Area since the mid-1980s. The unemployment rate was 4.5% in Alameda County and 4.5% in Contra Costa County in December 2023. This

compares with the unadjusted unemployment rate for California of 5.1% and 3.5% for the nation for the same period.

The following tables show civilian labor force and wage and salary employment data for the Counties, the State and the United States for the past five available calendar years.

Table A-8
ALAMEDA COUNTY, CONTRA COSTA COUNTY,
STATE OF CALIFORNIA AND UNITED STATES
Labor Force and Industry Employment
2018 through 2022
(Annual Averages)

Calendar Year	Area	Civilian Labor Force	Employment	Unemployment	Unemployment Rate
2018	Alameda County	841,600	815,800	25,700	3.1%
	Contra Costa County	560,300	542,300	18,000	3.2
	State of California	19,289,500	18,469,900	819,600	4.2
	United States	162,075,000	155,761,000	6,314,000	3.9
2019	Alameda County	843,000	818,000	25,100	3.0
	Contra Costa County	561,00	543,500	17,500	3.1
	State of California	19,413,200	18,617,900	795,300	4.1
	United States	163,539,000	157,538,000	6,001,000	3.7
2020	Alameda County	819,700	746,500	73,200	8.9
	Contra Costa County	547,400	498,100	49,300	9.0
	State of California	18,971,600	17,047,600	1,924,000	10.1
	United States	160,742,000	147,795,000	12,947,000	8.1
2021	Alameda County	813,000	763,500	49,500	6.1
	Contra Costa County	544,000	509,300	34,700	6.4
	State of California	18,973,400	17,586,300	1,387,100	7.3
	United States	161,204,000	152,581,000	8,623,000	5.3
2022	Alameda County	825,600	798,400	27,200	3.3
	Contra Costa County	551,500	532,100	19,400	3.5
	State of California	19,252,000	18,440,900	811,100	4.2
	United States	164,287,000	158,291,000	5,996,000	3.6

Source: For State and County information, State of California Employment Development Department, California Labor Market Information Division. For the U.S. information, U.S. Department of Labor, Bureau of Labor Statistics.

The following table shows the major employers in Alameda County as of February 2024, listed in alphabetical order.

Table A-9
ALAMEDA COUNTY
Major Employers, February 2024
(Listed alphabetically)

Employer Name	Location	Industry
Alameda County Law Enforcement	Oakland	Government Offices-County
Alameda County Sheriff's Dept	San Leandro	Government Offices-County
Alameda County Sheriff's Ofc	Oakland	Sheriff
Alta Bates Summit Med Ctr Alta	Berkeley	Hospitals
BART PD	Oakland	Transit Lines
California State Univ East Bay	Hayward	Schools-Universities & Colleges Academic
Cooper Vision Inc	Pleasanton	Optical Goods-Wholesale
Dell EMC	Pleasanton	Computer Storage Devices (mfrs)
East Bay Mud	Oakland	Water & Sewage Companies-Utility
Ebmud	Oakland	Utilities
Grifols Diagnostic Solutions	Emeryville	In-Vitro/In-Vivo Diagnostic Sbstnc
Kaiser Permanente Oakland Med	Oakland	Hospitals
Lawerence Berkeley Lab	Berkeley	Laboratories-Research & Development
Lawrence Livermore Natl Lab	Livermore	University-College Dept/Facility/Office
Peri Peri Grill House	Fremont	Restaurants
PG & E Corp	Oakland	Utilities-Holding Companies
Sanfrancisco Bayarea Rapid	Oakland	Transit Lines
Transportation Dept-California	Oakland	Government Offices-State
UCSF Benioff Children's Hosp	Oakland	Hospitals
University of CA Berkeley	Berkeley	Schools-Universities & Colleges Academic
University of Ca-Berkeley	Berkeley	University-College Dept/Facility/Office
University-Ca-Berkeley Dept	Berkeley	University-College Dept/Facility/Office
Valley Care Health System	Livermore	Health Services
Washington Hospital Healthcare	Fremont	Health Care Management
Western Digital Corp	Fremont	Computer Storage Devices (mfrs)

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2024 1st Edition.

The following table shows the major employers in Contra Costa County as of February 2024, listed in alphabetical order.

Table A-10
CONTRA COSTA COUNTY
Major Employers, February 2024
(Listed alphabetically)

Employer Name	Location	Industry
Bart	Richmond	Transit Lines
Bio-Rad Laboratories Inc	Hercules	Physicians & Surgeons Equip & Supls-Mfrs
Broadspectrum Americas	Richmond	Oil Refiners (mfrs)
C & H Sugar	Crockett	Sugar Refiners (mfrs)
Chevron Corp	San Ramon	Oil Refiners (mfrs)
Chevron Richmond Refinery	Richmond	Oil Refiners (mfrs)
Contra Costa County Health Svc	Martinez	Government Offices-County
Contra Costa Regional Med Ctr	Martinez	Hospitals
John Muir Health Concord Med	Concord	Hospitals
Kaiser Permanente Antioch Med	Antioch	Hospitals
Kaiser Permanente Martinez Med	Martinez	Clinics
Kaiser Permanente Walnut Creek	Walnut Creek	Hospitals
La Raza Market	Richmond	Grocers-Retail
Los Medanos College	Pittsburg	Junior-Community College-Tech Institutes
Macias Gini & O'Connell LLP	Walnut Creek	Accountants
Martinez Arts Outpatient Clnc	Martinez	Physicians & Surgeons
Nordstrom	Walnut Creek	Department Stores
Oakley Union School District	Oakley	School Districts
Phillips 66 Sn Francisco Rfnry	Rodeo	Oil Refiners (mfrs)
Robert Half	San Ramon	Employment Agencies & Opportunities
San Ramon Regional Medical Ctr	San Ramon	Hospitals
Shell Oil Prod US Martinez	Martinez	Oil Refiners (mfrs)
Sutter Delta Medical Ctr	Antioch	Hospitals
US Veterans Medical Ctr	Martinez	Outpatient Services

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2024 1st Edition.

Construction Activity

Provided below are the building permits and valuations for the Counties for calendar years 2018 through 2022 (the most recent data available).

Table A-11
ALAMEDA COUNTY
Total Building Permit Valuations
(Valuations in Thousands)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$689,530.0	$675,129.8	$394,500.3	$407,585.0	$339,046.4
New Multi-family	1,431,985.0	782,536.4	722,038.0	829,822.2	795,917.3
Res. Alterations/Additions	469,158.5	512,409.9	293,866.8	222,971.3	323,712.1
Total Residential	2,590,673.5	1,970,076.1	1,410,405.1	1,460,378.5	1,458,675.8
New Commercial					
New Industrial	551,547.4	718,569.0	238,516.5	312,914.6	268,498.1
New Other	302,121.2	5,638.5	0.0	600.0	33,740.8
Com. Alterations/Additions	89,686.1	78,049.8	131,447.0	110,817.0	120,294.6
Total Nonresidential	819,040.7	992,668.1	628,230.5	892,656.8	993,782.1
	1,762,395.4	1,794,925.4	369,963.5	1,316,988.4	1,416,315.6
New Dwelling Units					
Single Family					
Multiple Family	1,867	1,871	1,152	1,589	1,175
TOTAL	6,540	4,145	2,610	4,494	3,366
	8,407	6,016	3,762	6,083	4,541

Sources: Construction Industry Research Board, Building Permit Summary.

Table A-12
CONTRA COSTA COUNTY
Building Permit Valuation
(Valuation in Thousands of Dollars)

	2018	2019	2020	2021	2022
Permit Valuation					
New Single-family	$576,116.0	$502,567.7	$458,503.6	$605,008.9	$492,220.0
New Multi-family	169,461.5	213,697.9	203,967.0	273,036.5	180,263.9
Res. Alterations/Additions	337,089.0	300,066.4	213,070.0	264,419.4	330,704.1
Total Residential	1,082,666.5	1,016,332.0	875,540.6	1,142,464.8	1,003,188.0
New Commercial	200,592.4	148,405.7	175,260.2	147,251.4	92,978.3
New Industrial	52,919.3	2,974.5	50,551.2	486.2	2,510.0
New Other	189,246.6	81,032.5	55,865.5	89,392.6	139,806.0
Com. Alterations/Additions	287,139.5	240,543.0	142,395.8	144,697.4	271,701.4
Total Nonresidential	729,897.8	472,955.7	424,072.7	381,827.6	506,995.7
New Dwelling Units					
Single Family	1,647	1,573	1,525	2,229	1,646
Multiple Family	1,161	1,229	1,243	1,695	924
TOTAL	2,808	2,802	2,768	3,924	2,570

Sources: Construction Industry Research Board, Building Permit Summary.

Effective Buying Income

"Effective Buying Income" is defined as personal income less personal tax and nontax payments, a number often referred to as "disposable" or "after-tax" income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor's income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as "disposable personal income."

The following table summarizes the total effective buying income and median household effective buying income for the Counties, the State and the United States for the period 2020 through 2024.

Table A-13
ALAMEDA COUNTY, CONTRA COSTA COUNTY, STATE AND UNITED STATES
Effective Buying Income
As of January 1, 2020 through 2024

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2020	Alameda County	$72,243,436	$84,435
	Contra Costa County	48,775,464	83,242
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	Alameda County	$77,794,202	$88,389
	Contra Costa County	51,959,070	87,804
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	Alameda County	$85,225,529	$99,940
	Contra Costa County	57,555,435	98,409
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	Alameda County	$80,766,211	$98,721
	Contra Costa County	57,205,397	98,536
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326
2024	Alameda County	$84,213,255	$101,689
	Contra Costa County	57,949,909	101,689
	California	1,510,708,521	80,973
	United States	11,987,185,826	67,876

Source: Claritas, LLC.

Commercial Activity

A summary of historic taxable sales within the Counties during the past five years in which data is available is shown in the following tables.

Total taxable transactions during the first three quarters of calendar year 2023 in Alameda County were reported to be $30.765 billion, a 4.80% decrease over the total taxable transactions of $32.315 billion reported during the first three quarters of calendar year 2022 (the most recent data available).

Table A-14
ALAMEDA COUNTY
Number of Permits and Valuation of
Taxable Transactions (shown in thousands of dollars)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	27,816	$22,857,349	47,402	$35,073,302
2019	28,375	21,921,743	49,197	35,116,164
2020	28,831	19,931,259	50,461	32,176,002
2021	26,964	22,602,772	47,565	37,935,594
2022	27,010	23,795,623	48,059	44,051,761

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first three quarters of calendar year 2023 in Contra Costa County were reported to be $16.380 billion, a 0.47% decrease over the total taxable sales of $16.458 billion reported during the first three quarters of calendar year 2022 (the most recent data available).

Table A-15
CONTRA COSTA COUNTY
Number of Permits and Valuation of
Taxable Transactions (shown in thousands of dollars)

	Retail Stores		Total All Outlets	
	Number of Permits	Taxable Transactions	Number of Permits	Taxable Transactions
2018	15,095	$13,163,891	25,317	$17,607,890
2019	15,337	13,318,443	26,201	18,080,746
2020	15,831	13,144,244	27,445	18,043,575
2021	15,000	14,956,873	26,049	21,057,354
2022	15,240	15,790,210	26,633	22,521,022

Source: State Department of Tax and Fee Administration.

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX C

COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDED DECEMBER 31, 2022

APPENDIX D

PROPOSED FORM OF FINAL OPINION

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

$[PAR]
EAST BAY REGIONAL PARK DISTRICT
2024 Promissory Notes

This CONTINUING DISCLOSURE CERTIFICATE (this "Disclosure Certificate") is executed and delivered by the East Bay Regional Park District (the "Park District") in connection with the issuance of the notes captioned above (the "Notes"). The Notes are being issued pursuant to an Indenture of Trust, dated as of August 1, 2024 (the "Indenture"), between the Park District and U.S. Bank Trust Company, National Association, as trustee ("Trustee").

The Park District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Park District for the benefit of the holders and beneficial owners of the Notes and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, the following capitalized terms shall have the following meanings:

"*Annual Report*" means any Annual Report provided by the Park District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"*Annual Report Date*" means the date that is nine months after the end of the Park District's Fiscal Year (currently October 1 based on the Park District's Fiscal Year end of December 31).

"*Dissemination Agent*" shall mean, initially, Willdan Financial Services, a subsidiary of Willdan Group, Inc., acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Park District and which has filed with the Park District a written acceptance of such designation.

"*Fiscal Year*" means any twelve-month period beginning on January 1 in any year and extending to the next succeeding December 31, both dates inclusive, or any other twelve-month period selected and designated by the Park District as its official Fiscal Year period under a Certificate of the Park District filed with the Trustee.

"*Listed Events*" means any of the events listed in Section 5(a) of this Disclosure Certificate.

"*MSRB*" means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Official Statement*" means the final official statement executed by the Park District in connection with the issuance of the Notes.

"*Participating Underwriter*" means the original underwriter of the Notes required to comply with the Rule in connection with offering of the Notes.

"*Rule*" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as it may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The Park District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing October 1, 2024, with the report for Fiscal Year 2023, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than 15 Business Days prior to the Annual Report Date, the Park District shall provide the Annual Report to the Dissemination Agent (if other than the Park District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the Park District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the Park District to determine if the Park District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Park District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the Park District's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(b). The Park District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the Park District hereunder.

(b) If the Park District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the Park District shall provide (or cause the Dissemination Agent to provide) a notice to the MSRB in a timely manner, in an electronic format as prescribed by the MSRB.

(c) With respect to each Annual Report, the Dissemination Agent shall:

(i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and

(ii) if the Dissemination Agent is other than the Park District, file a report with the Park District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The Park District's Annual Report shall contain or incorporate by reference the following:

(a) The Park District's audited financial statements for the preceding Fiscal Year prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Park District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial

statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the Park District for the prior or current Fiscal Year, as described below, substantially similar to that provided in the corresponding tables in the Official Statement, as follows:

(i) The adopted budget for the current Fiscal Year;

(ii) Changes, if any, in the operation of or District's participation in the Teeter Plan of the County of Alameda or the County of Contra Costa;

(iii) Assessed value of taxable property within the jurisdiction of the Park District for the current Fiscal Year;

(iv) Property tax collection delinquencies for the prior Fiscal Year for the Park District; and

(v) Amount of all debt of the Park District outstanding and payable from the same source of payment as the Notes, and total scheduled debt service on such obligation debt as of the preceding December 31.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the Park District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Park District or related public entities, which are available to the public through the MSRB. The Park District shall clearly identify each such other document so included by reference. If the document included by reference is a final official statement, it must be available from the MSRB.

Section 5. Reporting of Listed Events.

(a) The Park District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Notes:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties;

(v) Substitution of credit or liquidity providers, or their failure to perform;

(vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;

(vii) Modifications to rights of security holders, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the securities, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Park District or other obligated person;

(xiii) The consummation of a merger, consolidation, or acquisition involving the District or an obligated person, or the sale of all or substantially all of the assets of the Park District or an obligated person (other than in the ordinary course of business), the entry into a definitive agreement to undertake such an action, or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(xv) Incurrence of a financial obligation of the Park District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Park District, any of which affect security holders, if material.

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Park District, any of which reflect financial difficulties.

(b) Upon the occurrence of a Listed Event, the Park District shall, or shall cause the Dissemination Agent (if not the Park District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Notes under the Indenture.

(c) The Park District acknowledges that the events described in subparagraphs (a)(ii), (a)(vii), (a)(viii) (if the event is a bond call), (a)(x), (a)(xiii), (a)(xiv) and (a)(xv) of this Section 5 contain the qualifier “if material” and that subparagraph (a)(vi) also contains the qualifier “material”

with respect to certain notices, determinations or other events affecting the tax status of the Notes. The Park District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Upon occurrence of any of these Listed Events, the Park District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the Park District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Park District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Park District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Park District.

(e) For purposes of Section 5(a)(xv) and (xvi), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The Park District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes. If such termination occurs prior to the final maturity of the Notes, the Park District shall give notice of such termination in the same manner as for a Listed Event under Section 5(b).

Section 8. Dissemination Agent. The Park District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent will be Willdan Financial Services, a subsidiary of Willdan Group, Inc. Any Dissemination Agent may resign by providing 30 days' written notice to the Park District.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Park District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Notes, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver either (i) is approved by holders of the Notes in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Notes.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the Park District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative.

A notice of any amendment made pursuant to this Section 9 shall be filed in the same manner as for a Listed Event under Section 5(b).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Park District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Park District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Park District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the Park District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Park District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Park District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent. (a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Park District agrees to indemnify and save the Dissemination Agent, its

officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Park District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the Park District, the Note holders or any other party. The obligations of the Park District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

(b) The Dissemination Agent shall be paid compensation by the Park District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Park District, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 14. Counterparts. This Disclosure Certificate may be executed in several counterparts, each of which shall be regarded as an original, and all of which shall constitute one and the same instrument.

Date:

EAST BAY REGIONAL PARK DISTRICT

By:_____
Assistant General Manager of
Finance & Management Services

ACCEPTANCE OF APPOINTMENT
BY DISSEMINATION AGENT

Willdan Financial Services,
as Dissemination Agent

By:_____
Authorized Representative

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

*The following description of the Depository Trust Company ("**DTC**"), the procedures and record keeping with respect to beneficial ownership interests in the Notes, payment of principal, interest and other payments on the Notes to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Notes and other related transactions between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters, but should instead confirm the same with DTC or the DTC Participants, as the case may be.*

*Neither the Park District (the "**Issuer**") nor the trustee appointed with respect to the Notes (the "**Trustee**") takes any responsibility for the information contained in this Appendix.*

*No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Notes, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Notes, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Notes, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "**Rules**" applicable to DTC are on file with the Securities and Exchange Commission and the current "**Procedures**" of DTC to be followed in dealing with DTC Participants are on file with DTC.*

1. The Depository Trust Company ("**DTC**"), New York, NY, will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for the Notes, in the aggregate principal amount of such issue, and will be deposited with DTC. If, however, the aggregate principal amount of any issue exceeds $500 million, one certificate will be issued with respect to each $500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instrument from over 100 countries that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income

Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has an S&P Global Ratings rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of each Note ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

4. To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Notes may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the security documents. For example, Beneficial Owners of Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners, in the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting

rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal and interest payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from Issuer or Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor securities depository is not obtained, security certificates are required to be printed and delivered.

10. The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, security certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Issuer believes to be reliable, but Issuer takes no responsibility for the accuracy thereof.

Attachment B

AGENDA DRAFT

OFFICIAL NOTICE OF SALE

Relating to:

$_____*
EAST BAY REGIONAL PARK DISTRICT
2024 PROMISSORY NOTES

Notice is Hereby Given that electronically submitted proposals will be received by the East Bay Regional Park District (the "District") for the purchase of $_____* aggregate principal amount of East Bay Regional Park District 2024 Promissory Notes (the "Notes"), which will be issued and delivered pursuant to an Indenture of Trust dated as of June 1, 2024 (the "Indenture") between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") (the "Indenture").

Bidders are referred to the Preliminary Official Statement relating to the Notes (the "Preliminary Official Statement") for additional information regarding the District, the Notes, and the source of repayment therefor. See "Closing Procedures and Documents - Official Statement" below.

The bids on the Notes will be received at the place, in the manner and up to the time and date specified below, subject to postponement or cancellation.

DATE AND TIME:	July 29, 2024, at 9:00 A.M. Pacific Time
ELECTRONIC BIDDING:	Bid proposals must be submitted electronically through i-Deal LLC's BiDCOMP™/PARITY® as provided in this Official Notice of Sale (the "Official Notice of Sale").
ELECTRONIC POSTING:	This Official Notice of Sale and the Preliminary Official Statement may be obtained through www.i-dealprospectus.com or from Fieldman, Rolapp & Associates, Inc., acting as Municipal Advisor to the District (the "Municipal Advisor").
NO SEALED OR FAXED BIDS:	Sealed or faxed bids will not be accepted.

Right To Modify or Amend: The District reserves the right to modify or amend this Official Notice of Sale in any respect; provided, however, that any such modification or amendment shall be communicated to potential bidders by publishing notice through any of *Thomson Financial*, *The Bond Buyer* wire or the *Bloomberg News* wire (the "News Service") no later than 3:00 p.m. Pacific Time on the business day preceding the date prescribed for receipt of bids. Failure of any bidder to receive notice of any modification or amendment shall not affect the sufficiency of any such notice or the legality of the sale.

*Preliminary; subject to change

Cancellation or Postponement of Sale; Change in Principal Amount: The District reserves the right to cancel or postpone the public sale to a later date or other time or to change the principal amount by announcing such postponement or change through the News Service, no later than 3:00 p.m. Pacific Time on the business day preceding the date prescribed for receipt of bids. Notice of a new time, or of a new date and time, if any, will be given through the News Service as soon as practicable following a postponement, but in no event less than 24 hours prior to the date and time set for the sale. In the event of a postponement of the sale only, any subsequent bid submitted by the bidder will supersede any prior bid made.

In addition, the District will cancel the sale if at least one bid is received but less than three bids are received, as described in "**Terms of Sale – Establishment of Issue Price.**"

Accommodation to Bidders. As an accommodation to bidders, telephonic, facsimile or electronic mail notice of any modification or amendment of this Official Notice of Sale and notice of cancellation or postponement of the sale date or time will be given by the Municipal Advisor to any bidder requesting such notice, such request for notice to be submitted to Fieldman, Rolapp & Associates, Inc., Attention: Anna Sarabian, Telephone (949) 660-7308, Fax: (949) 474-8773, E-mail: asarabian@fieldman.com. Failure of any bidder to receive such telephonic, facsimile or electronic mail notice shall not affect the sufficiency of such notice or the legality of the sale.

Terms of the Notes

Purpose and Application of Proceeds: The Notes are being issued to provide the district with funds for the acquisition of lands and facilities.

Interest Rate: Interest on the Notes is payable on May 1 and November 1 in each year, commencing November 1, 2024. Interest is calculated on the basis of a 30-day month, 360-day year from the date of issuance and delivery of the Notes. Each Note shall bear interest at the specified rate from its date of issue to its stated maturity date, and all Notes maturing on any one date shall bear the same rate of interest.

Bidders must specify the rate or rates of interest that the Notes hereby offered for sale shall bear. Bidders will be permitted to bid different rates of interest; but (i) the maximum interest rate shall not exceed 8.0%; (ii) each interest rate specified in any bid must be in a multiple of one-eighth or one-twentieth of one percent per annum and a zero rate of interest cannot be specified; (iii) no Note shall bear more than one rate of interest; (iv) each Note shall bear interest from its date of issue to its stated maturity date at the interest rate specified in the bid; (v) all Notes payable at any one time shall bear the same rate of interest; and (vi) any premium bid must be paid as part of the purchase price, and no bid will be accepted which contemplates the cancellation or the waiver of any interest or other concession by the bidder as a substitute for payment in full of the purchase price.

Purchase Price: Bids for the Notes shall specify a price of not less than 100% nor more than ___% of the principal amount of the Notes.

Maturities: The final aggregate principal amount of the Notes and the maturity schedule will be determined following award to the successful bidder. For the purpose of calculating the winning bid for the Notes, the maturity schedule set forth below shall be used.

Maturity Date (May 1)	Principal Amount*

Adjustment of Principal Amounts. Each principal amount listed in the maturity schedule set forth above is subject to increase or decrease in $5,000 increments. The Municipal Advisor will promptly recalculate the aggregate principal amount of the Notes following award to the successful bidder, for the purpose of maintaining certain funding requirements, and the Municipal Advisor will promptly inform the successful bidder of any such adjustment to the maturity schedule set forth above. Subsequent to the adjustment of principal amounts, the proposed purchase price will be adjusted to the level necessary to maintain the successful bidder's proposed Purchaser's spread.

By offering a bid for the Notes, a bidder will be obligated, if it is the successful bidder, to purchase the Notes with any changes described above. The successful bidder may not withdraw its bid or change its interest rate bids as a result of any changes made to the principal amounts set forth above.

Term Notes; Mandatory Sinking Fund Payments: Any bidder may, at its option, specify that one or more maturities of the Notes will consist of a term bond payable at or before its specified maturity date from mandatory sinking fund payments in consecutive years immediately preceding the maturity date thereof, as designated in the bid of such bidder. If the bid of the successful bidder specifies that any maturity of the Notes will be a term bond, such

*Preliminary, subject to change.

term bond will be subject to mandatory sinking fund redemption on May 1 in each year so designated in the bid, in the respective amounts for such year as set forth above under the heading "Maturities," at a redemption price equal to the principal amount represented thereby, together with accrued interest thereon to the redemption date, without premium.

Optional Redemption:* The Notes maturing on or before May 1, 20__, shall not be subject to optional redemption prior to maturity. The Notes maturing on or after May 1, 20__, shall be subject to redemption at the option of the District in whole or in part on any date on or after May 1, 20__, from such maturities as are selected by the District (and by lot within a maturity) from any available source of funds, at a redemption price equal to the principal amount of Notes to be redeemed, plus accrued but unpaid interest to the redemption date, without premium.

Security: General: The Notes shall be limited obligations of the District payable solely from the Tax Revenues (as defined in the Indenture) or from other funds legally available therefor. **Neither the full faith and credit nor the taxing power of the District is pledged for the payment of the interest on or principal of the Notes, and the Notes are not and shall not be secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, the Tax Revenues or any other property, income, revenues or funds of the District.**

Tax-Exempt Status: In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, bond counsel to the District, interest on the Notes is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal individual and corporate alternative minimum taxes. In the event that prior to the issuance and delivery of the Notes (a) the interest represented by other obligations of the same type and character shall be declared to be taxable (either at the time of such declaration or at any future date) under any federal income tax laws, either by the terms of such laws or by ruling of a federal income tax authority or official which is followed by the Internal Revenue Service, or by decision of any federal court, or (b) any federal income tax law is adopted which will have a substantial adverse effect upon owners of the Notes as such, the successful bidder for the Notes may, at its option, prior to the issuance and delivery of the Notes, be relieved of its obligation under the contract to purchase the Notes, and in such case the deposit accompanying its proposal will be returned.

Book-Entry Only: The Notes, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Notes. Individual purchases will be made in book-entry form only, in the denominations of $5,000 and integral multiples thereof. Purchasers will not receive bond certificates representing their interest in the Notes purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC, which in turn will remit such amounts to the beneficial owners of the Notes through its participants, as described in the Preliminary Official Statement. Delivery of the Notes will be made through the facilities of DTC in New York, New York, or through the facilities of the Trustee via FAST transfer, and is presently expected to occur on August 13, 2024.

*Preliminary; subject to change

Terms of Sale

Best Bid: The Notes will be awarded to the bidder offering to purchase the Notes at the lowest true interest cost to the District. The true interest cost (the "TIC") for each bid will be determined on the basis of the aggregate present value of each semiannual payment. The present value will be calculated to the expected date of delivery of the Notes, being August 13, 2024, and will be based on the bid amount (par value plus any premium and less any discount). If two or more bids specify the same lowest TIC, then the selection for the award of the Notes will be made among such bidders by the District in its sole discretion. All interest will be computed on a 360-day year, 30-day month basis from August 13, 2024, the expected date of issuance and delivery of the Notes.

By submission of its bid, a bidder shall be deemed to have made the following representations:

(1) The bidder has received and reviewed the Preliminary Official Statement and, as a condition to bidding on the Notes, has determined that it can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) As of the date of its bid and as of the date of delivery of the Notes, all members of the bidder's syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

Form of Bid: All bids must be for all, but not less than all, of the Notes offered for sale, plus such premium or less such discount as is specified in the bid. All bids must be unconditional. Each bid must be delivered by electronic transmission as described below and be received by 9:00 a.m., Pacific Time, on July 29, 2024, or such other date, time or date and time as the District may establish upon postponement of the sale of the Notes pursuant to the terms and conditions set forth in this Official Notice of Sale. All bids shall be deemed to incorporate all of the terms of this Official Notice of Sale.

Electronic Bids: The District will receive bids delivered electronically through Parity. For further information about Parity, potential bidders may contact Parity by telephone at (212) 849-5021.

If any provision of this Official Notice of Sale conflicts with information provided by Parity, this Official Notice of Sale shall control. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with (including any charges by) Parity, and that Parity is not acting as an agent of the District. Instructions and forms for submitting electronic bids must be obtained from Parity. Acceptance of electronic bids shall be subject to the limitations set forth in “WARNINGS REGARDING ELECTRONIC BIDS” below.

WARNINGS REGARDING ELECTRONIC BIDS: *The District assumes no responsibility for ensuring or verifying bidder compliance with Parity's procedures. The District shall be entitled to assume that any bid received via Parity has been made by a duly authorized agent of the bidder. The District, the Municipal Advisor, Bond Counsel and Disclosure Counsel assume no responsibility for any malfunction of the Parity system, any failure of a bid to be received at the official time for receipt of bids, or any error contained in any bid submitted electronically. The official time for receipt of bids will be determined by the District at the place of bid receipt, and the District shall not be required to accept the time kept by Parity as the official time. The District*

assumes no responsibility for informing any bidder prior to the deadline for receiving bids that its bid is incomplete or not received.

If a bidder submits an electronic bid for the Notes, such bidder thereby agrees to the following terms and conditions: (i) if any provision in this Official Notice of Sale with respect to the Notes conflicts with information or terms provided or required by Parity, this Official Notice of Sale, including any amendments issued as described herein, shall control; (ii) each bidder shall be solely responsible for making necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale; (iii) the District shall not have any duty or obligation to provide or assure access to Parity to any bidder, and the District shall not be responsible for proper operation of, or have any liability for, any delays, interruptions or damages caused by use of Parity or any incomplete, inaccurate or untimely bid submitted by any bidder through Parity; (iv) the District is using Parity as a communication mechanism, and not as an agent of the District, to conduct the electronic bidding for the Notes; (v) Parity is acting as an independent contractor, and is not acting for or on behalf of the District; (vi) the District is not responsible for ensuring or verifying bidder compliance with any procedures established by Parity; (vii) the District may regard the electronic transmission of a bid through Parity (including information regarding the purchase price for the Notes and interest rates for any maturity of the Notes) as though the information were submitted and executed on the bidder's behalf by a duly authorized signatory; (viii) if the bidder's bid is accepted by the District, this Official Notice of Sale and the information that is transmitted electronically through Parity shall form a contract, and the bidder shall be bound by the terms of such contract; and (ix) information provided by Parity to bidders shall form no part of any bid or any contract between the successful bidder and the District unless that information is included in this Official Notice of Sale provided by the District.

Multiple Bids: If multiple bids are received from a single bidder by any means or combination thereof, the District shall accept the bid representing the lowest true interest cost to the District, and each bidder agrees by submitting any bid to be bound by such best bid.

Good Faith Deposit: Deposit: A Good Faith Deposit ("Deposit") in the form of a wire transfer in the amount of $_____, payable to the order of the District, must be provided by the purchaser of the Notes (the "Purchaser") not later than 1200 p.m., California time, on the day of the award, as a guaranty that the Purchaser will accept and pay for the Notes in accordance with the terms of the bid. The Deposit will be applied to the purchase price of the Notes. If after the award of the Notes the Purchaser fails to complete its purchase on the terms stated in its proposal, the Deposit will be retained by the District. No interest on the Deposit will accrue to any bidder.

Statement of True Interest Cost: Each bidder is requested, but not required, to state in its bid the proposed true interest cost of the Notes, which shall be considered as informative only and not binding on either the bidder or the District.

Establishment of Issue Price: (a) The Purchaser shall assist the District with establishing the issue price of the Notes and shall execute and deliver to the District at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Purchaser, the District and Bond Counsel. All actions to be taken by the District under this Official Notice of Sale to establish the issue price of the Notes may be taken on behalf of the District by the Municipal Advisor and any notice or report to be provided to the District may be provided to the Municipal Advisor.

(b) The District intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

(1) the District shall disseminate this Official Notice of Sale to potential purchasers in a manner that is reasonably designed to reach potential purchasers;

(2) all bidders shall have an equal opportunity to bid;

(3) the District may receive bids from at least three purchasers of municipal indebtedness who have established industry reputations for underwriting new issuances of municipal indebtedness; and

(4) the District anticipates awarding the sale of the Notes to the bidder that submits a firm offer to purchase the Notes at the highest price (or lowest interest cost), as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid. **By submitting a bid for the Notes, each bidder certifies that it has an established industry reputation for underwriting new issuances of municipal indebtedness**. The District will not accept bids from firms without an established industry reputation for underwriting new issuances of municipal indebtedness.

In the event that the competitive sale requirements are not satisfied, the District will reject all bids and cancel the sale.

Bidders should prepare their bids on the assumption that the issue price of the Notes will be the reasonably expected initial offering price to the public.

Qualification for Sale; Blue Sky: Compliance with Blue Sky laws shall be the sole responsibility of the successful bidder, and the successful bidder shall indemnify and hold harmless the District and its officers and officials from any loss or damage resulting from any failure to comply with any such laws. The District will furnish such information and take such action not inconsistent with law as the successful bidder may request and the District shall deem necessary or appropriate to qualify the Notes for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the successful bidder; provided, however, that the District shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. **The successful bidder will not offer to sell, or solicit any offer to buy, the Notes in any jurisdiction where it is unlawful for such successful bidder to make such offer, solicitation or sale, and the successful bidder shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions in which the successful bidder sells the Notes.**

Right of Rejection: The District reserves the right, in its discretion, to reject any and all bids, to waive any irregularity or informality in any bid and to reoffer the Notes for sale. The District retains absolute discretion to determine whether any bid is timely. The District takes no responsibility for informing any bidder prior to the time for receiving bids that its bid is incomplete or not received.

Prompt Award: The District will take action awarding the Notes or rejecting all bids not later than 24 hours after the expiration of the time herein prescribed for the receipt of bids unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

Closing Procedures and Documents

Delivery and Payment: DELIVERY OF THE NOTES WILL BE MADE TO THE SUCCESSFUL BIDDER THROUGH DTC AND IS EXPECTED TO OCCUR ON AUGUST 13, 2024. Payment for the Notes must be made by wire transfer in immediately available funds. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the successful bidder. The cost of preparing the Notes will be borne by the District.

Right of Cancellation: The successful bidder shall have the right, at the bidder's option, to cancel the contract of purchase if the District shall fail to issue the Notes and tender the same for delivery within 60 days from the date of sale thereof, and in such event the successful bidder shall be entitled to the return of such bidder's Deposit.

California Debt And Investment Advisory Commission Fee: Attention of bidders is directed to California Government Code Section 8856, which provides that the purchaser of the Notes will be charged the California Debt and Investment Advisory Commission fee payable with respect to the Notes.

CUSIP Numbers, DTC Fees and Other Fees: It is expected that the successful bidder will apply for final CUSIP identification numbers for the Notes and will furnish such CUSIP identification numbers to Bond Counsel within two business days after notice of award. It is anticipated that such CUSIP identification numbers will be printed on the Notes being delivered to DTC, but neither the failure to print a CUSIP identification number nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Notes in accordance with the terms and provisions of its bid and this Official Notice of Sale. CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder. All expenses in relation to the printing of the CUSIP identification numbers on the Notes shall be paid by the District. The successful bidder shall also be required to pay all fees required by DTC, the Securities Industry and Financial Markets Association, the Municipal Securities Rulemaking Board and any other similar entity imposing a fee in connection with the issuance of the Notes.

No Litigation: There is no litigation pending concerning the validity of the Notes, the corporate existence of the District, or the entitlement of the officers thereof to their respective offices, and the purchaser will be furnished a no-litigation certificate certifying to the foregoing as of and at the time of delivery of the Notes.

Legal Opinion - Bond Counsel: The legal opinion of Jones Hall, A Professional Law Corporation, Bond Counsel to the District, addressed to the District, approving the validity of the Notes and opining on the tax-exempt status of the Notes will be furnished to the successful bidder upon delivery of the Notes. A copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix D of the Preliminary Official Statement.

Legal Opinion - Disclosure Counsel: The legal opinion of Jones Hall, A Professional Law Corporation, Disclosure Counsel to the District, regarding the Official Statement, will be furnished to the successful bidder upon delivery of the Notes.

Official Statement: A Preliminary Official Statement has been prepared, copies of which may be obtained upon request made to the Municipal Advisor, Fieldman, Rolapp & Associates, Inc., Attention: Anna Sarabian, Telephone (949) 660-7308, Fax: (949) 474-8773, E-mail: asarabian@fieldman.com. The Preliminary Official Statement is also available at www.i-dealprospectus.com. The Preliminary Official Statement shall be "deemed final" by the District prior to or on the date of sale of the Notes for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but the Preliminary Official Statement is subject to revision, amendment and completion in a final Official Statement. A copy of the certificate executed by the District indicating that the Preliminary Official Statement has been deemed final as of its date will be provided to potential bidders upon request to the Municipal Advisor at the address provided above. The District will furnish to the successful bidder, at no expense to the successful bidder, up to 50 copies of the Official Statement no later than the business day prior to the date of delivery of the Notes or, if later, within seven business days of the award date. Additional copies will be made available upon request, submitted to the Municipal Advisor no later than 24 hours after the time of receipt of bids, at the purchaser's expense, for use in connection with any resale of the Notes.

Certificate of District Relating to Official Statement: The District will provide to the successful bidder for the Notes a certificate, signed by an authorized officer of the District, confirming to the successful bidder that, as of the date of the final Official Statement, to the best of such officer's knowledge and belief, the Official Statement (excluding therefrom the information provided by the successful bidder regarding the underwriting, reoffering and CUSIP identification numbers for the Notes, and the information set forth in Appendix F -"DTC and the Book Entry Only System," such information being hereinafter referred to as the "Excluded Information") does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Such Certificate of the District will further certify: (i) that there has been no material adverse change in the condition or affairs of the District, financial or otherwise, whether or not arising from transactions in the ordinary course of the operations of the District, as such operations are described in the Official Statement, which would make it unreasonable for such successful bidder to rely upon the Official Statement in connection with the resale of the Notes; (ii) that to the best of such officer's knowledge, excluding therefrom the Excluded Information as to which no certification will be provided, no event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of delivery of the Notes any statement of a material fact or is not reflected in the Official Statement but should be reflected therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (iii) authorizing the successful bidder to distribute copies of the Official Statement in connection with the resale of the Notes.

By making a bid for the Notes, the successful bidder agrees: (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the District; (ii) to promptly file a copy of the final Official Statement, including any supplements prepared by the District, with the Nationally Recognized Municipal Securities Information Repositories; and (iii) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Notes to the ultimate purchasers.

Continuing Disclosure: In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the District will undertake, pursuant to a Continuing Disclosure Certificate, to provide certain annual financial information relating to the District and notices of the occurrence of certain events, if material. A description of this undertaking, as well as a review of the District's recent compliance with the Rule is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. A copy of a third-party review of the District's compliance in the previous five years may be obtained from the Municipal Advisor. See "Continuing Disclosure" in the Preliminary Official Statement.

Dated: _____, 2024

EAST BAY REGIONAL PARK DISTRICT

By: /s/ *Sabrina Landreth*
General Manager

Exhibit A

FORM OF ISSUE PRICE CERTIFICATE*

$_____
EAST BAY REGIONAL PARK DISTRICT
2024 PROMISSORY NOTES

The undersigned, on behalf of _____ (the "**Purchaser**"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Notes").

1. ***Reasonably Expected Initial Offering Price***.

(a) As of the Sale Date, the reasonably expected initial offering prices of the Notes to the Public by the Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Notes used by the Purchaser in formulating its bid to purchase the Notes. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Notes.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Notes.

2. ***Defined Terms***.

(a) "*Maturity"* means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) "*Public"* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than a Purchaser or a related party to a Purchaser. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) "*Sale Date"* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is _____.

(d) "*Purchaser"* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information

_____
Preliminary; subject to change

will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate of Arbitrage and with respect to compliance with the federal income tax rules affecting the Notes, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Notes.

_____

By:_____
Name:_____

Dated:_____

SCHEDULE A

EXPECTED OFFERING PRICES

Maturity Date (May 1)	Principal Amount	Interest Rate	Reoffering Price *
	$	%	%

* Stated as a percentage of par.

SCHEDULE B

COPY OF PURCHASER'S BID

(attached)

INDENTURE OF TRUST

Dated as of August 1, 2024

by and between

EAST BAY REGIONAL PARK DISTRICT

and

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee**

Relating to $_____

**East Bay Regional Park District
2024 Promissory Notes**

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EXHIBIT A FORM OF NOTES

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, is made and entered into and dated as of August 1, 2024, by and between the EAST BAY REGIONAL PARK DISTRICT, a public agency duly organized and existing under the laws of the State of California (the "District"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, the District is a public agency duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Article 3 of Chapter 3 of Division 5 of the Public Resources Code of the State of California (the "Law"), including the power to incur indebtedness to be evidenced by promissory notes under and pursuant to the provisions of Section 5544.2 of the Law; and

WHEREAS, the District has determined to issue its promissory notes (the "Notes") pursuant to the Law for the purpose of providing funds to finance and refinance the acquisition of lands and facilities of the District; and

WHEREAS, in order to provide for the execution and delivery of the Notes, to establish and declare the terms and conditions upon which the Notes are to be issued and secured and to secure the payment of the principal thereof and interest and premium, if any, thereon, the District has authorized the execution and delivery of this Indenture;

WHEREAS, all acts and proceedings required by law necessary to make the Notes, when executed by the District, authenticated and delivered by the Trustee, and duly issued, the valid, binding and legal limited obligations of the District, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of the Indenture have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to provide for the payment of the principal of and the interest and premium (if any) on all Notes according to their tenor, and in order to provide for the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Notes are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Notes by the Owners thereof, and for other valuable considerations, the receipt whereof is hereby acknowledged, the District does hereby covenant and agree with the Trustee, for the benefit of the respective Owners from time to time of the Notes, as follows:

ARTICLE I

AUTHORIZATION OF NOTES; DEFINITIONS

Section 1.01. Authorization. The District has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines, that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Notes do exist, have happened and have been performed in due time, form and manner as required by law, and the District is now duly empowered, pursuant to each and every requirement of law, to issue the Notes in the manner and form provided in this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any indenture supplemental hereto, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"Acquisition and Improvement Costs" means all costs of acquisition, construction, improvement and equipping of lands and of facilities of the District which are authorized under the Law and which are paid from amounts on deposit in the Acquisition and Improvement Fund, including but not limited to: (a) all costs required to be paid to any person under the terms of any agreement for or relating to the acquisition, construction, improvement or equipping of lands and of facilities of the District; (b) all financing costs incurred in connection with such acquisition, construction, improvement or equipping; (c) all costs of refinancing any outstanding obligations of the District originally incurred to finance the acquisition, construction, improvement or equipping of lands and of facilities of the District; (d) interest on the Notes accruing during the period of such acquisition, construction, improvement or equipping of lands and of facilities of the District; and (e) any sums required to reimburse the District for payment of any of the foregoing.

"Acquisition and Improvement Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03.

"Annual Debt Service" means, with respect to any Fiscal Year, the sum of (a) the interest payable on the Outstanding Notes in such Fiscal Year, assuming that the Outstanding Notes are retired as scheduled, (b) the principal amount of the Outstanding Serial Notes maturing in such Fiscal Year, and (c) the principal amount of the Outstanding Term Notes maturing or subject to mandatory sinking fund redemption in such Fiscal Year.

"Authorized Investments" means any securities and other investments in which the District may legally invest funds subject to its control.

"Board" means the Board of Directors of the District.

"Business Day" means a day of the year on which banks in San Francisco, California, and the city where the Office of the Trustee is located, are not required or authorized to remain closed and on which The New York Stock Exchange is not closed.

"CFO" means the Assistant General Manager of Finance & Management Services or other District official who is primarily responsible for the administration of the District's financial affairs or deputy or assistant to such official.

"Closing Date" means the date on which the Notes are delivered by the District to _____, as the original purchaser thereof.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate referenced in Section 5.09, executed by the District and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District relating to the authorization, issuance, sale and delivery of the Notes, including but not limited to printing expenses, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and its counsel, fees, charges and disbursements of attorneys, financial advisors, investment firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Notes and any other cost, charge or fee in connection with the original issuance of the Notes.

"Costs of Issuance Fund" means the fund created pursuant to Section 3.04 hereof.

"Debt Service Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.03.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.11.

"District" means the East Bay Regional Park District, a regional park district duly organized and existing under the Law, and its successors.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Event of Default" means any of the events described in Section 8.01.

"Excess Investment Earnings" means an amount required to be rebated to the United States of America pursuant to Section 148(f) of the Tax Code due to investment of gross proceeds of the Notes at a yield in excess of the yield on the Notes.

"Fair Market Value" means for purposes of valuing the Permitted Investments, 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 Tax Code) and, otherwise, the term "fair market value" means the acquisitions 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 Tax 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 Tax Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent

(10%) beneficial interest if the return paid by such fund is without regard to the source of investment.

"Federal Securities" means any of the following which are noncallable and which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein:

(a) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America; and

(b) direct general obligations of any agency, department or instrumentality of the United States of America the payment of principal of and interest on which are unconditionally and fully guaranteed by the United States of America.

"Fiscal Year" means any twelve-month period extending from January 1 in one calendar year to the next succeeding December 31, both dates inclusive, or any other twelve-month period selected and designated by the District as its official fiscal year period.

"General Fund" means the existing general fund established and held by the District.

"General Manager" means the General Manager of the District appointed by the Board, or other duly appointed officer of the District authorized by the Board to perform the functions of the general manager in the general manager's absence or disqualification.

"Indenture" means this Indenture of Trust by and between the District and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

"Information Service" means, in accordance with then current guidelines of the Securities and Exchange Commission, such service providing information with respect to called Notes as the District may designate in a Written Certificate of the District delivered to the Trustee, currently the Electronic Municipal Market Access portal of the Municipal Securities Rulemaking Board.

"Interest Payment Date" means May 1 and November 1 in each year, commencing November 1, 2024, so long as any of the Notes remain Outstanding hereunder.

"Law" means the Article 3 of Chapter 3 of Division 5 of the Public Resources Code of the State of California, and the acts amendatory thereof and supplemental thereto.

"Minimum Rating" means: with respect to any Permitted Investment (other than those described in clauses (k) and (l) of the definition thereof) acquired as any investment of amounts on deposit in any other fund or account held by the Trustee hereunder, a rating of Aa3 or better by Moody's or a rating of AA- or better by S&P. In the event the rating system of Moody's or S&P with respect to any particular Permitted Investment does not include a rating category of Aa3 or AA-, respectively, the term "Aa3 or AA- or better" as used in the preceding sentence shall mean one of the two highest general rating categories applicable to such Permitted Investment (determined without regard to any refinement or gradation of such rating category by a numerical modifier, a plus or a minus sign, or otherwise). In the event that a Permitted

Investment is not assigned a long-term rating, Minimum Rating shall mean P1 or better by Moody's or a rating of A1 or better by S&P.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation will be dissolved or liquidated or will no longer perform the functions of a securities rating agency, then the term "Moody's" will be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Net Proceeds" means the par amount of the Notes plus accrued interest and premium, if any, less the amount of any underwriter's discount and original issue discount, less the proceeds of the Notes applied to pay Costs of Issuance.

"Nominee" means the nominee of the Depository as determined from time to time in accordance with Section 2.11.

"Notes" means the East Bay Regional Park District 2024 Promissory Notes authorized to be issued pursuant to Resolution No. _____, adopted by the Board on July 16, 2024.

"Office" means such office of the Trustee as may be designated from time to time by written notice from the Trustee to the District, initially being the office of the Trustee set forth in Section 9.07 hereof.

"Outstanding", when used as of any particular time with reference to Notes, means (subject to the provisions of Section 7.02) all Notes except:

(a) Notes theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Notes paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Notes in lieu of or in substitution for which other Notes shall have been authorized, executed, issued and delivered by the District pursuant to this Indenture or any Supplemental Indenture.

"Owner" or "Note Owner" means any person in whose name the ownership of any Note shall be registered on the Registration Books.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as a securities depository.

"Participating Underwriter" shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State of California for the moneys proposed to be invested therein and are acquired at Fair Market Value:

(a) Federal Securities;

(b) any of the following obligations or indebtedness issued or guaranteed by any of the following federal agencies and entities: (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates of the Federal Home Loan Mortgage Corporation; (iii) mortgage-backed securities or senior debt obligations of Fannie Mae; or (iv) senior debt obligations of the Student Loan Marketing Association.

(c) interest-bearing demand or time deposits (including certificates of deposit) in federal or state chartered savings and loan associations or in national or State banks (including the Trustee) provided that either: (i) the obligations of such association or bank or the obligations of the holding company of such association or bank have a Minimum Rating; or (ii) such deposits are fully insured by the Federal Deposit Insurance Corporation, provided, however, that the portion of any certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, if any, shall be secured at all times in the manner provided by law by collateral security having a market value not less than the amount of such excess, consisting of Federal Securities;

(d) obligations issued by any corporation organized and operating within the United States of America having assets in excess of $500,000,000, which obligations have a Minimum Rating;

(e) commercial paper which has a Minimum Rating or is backed by a letter of credit or line of credit which has a Minimum Rating;

(f) money market funds either (i) the policy of which is to invest solely in Permitted Investments, (ii) which have a Minimum Rating, (iii) which comply with Section 5.15 or (iv) with respect to the investment of amounts less than $100,000, which are maintained by a banking department of the Trustee so long as the Trustee or its parent has a combined capital and surplus of at least $50,000,000;

(g) bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System and the obligations of which commercial bank or the obligations of the holding company of which has a Minimum Rating;

(h) obligations the interest on which is exempt from federal income taxation under Section 103 of the Tax Code, and which have a Minimum Rating and which otherwise comply with Section 5.15;

(i) investment agreements which represent or are secured or guaranteed by the obligations of a financial institution whose long-term obligations have a Minimum Rating; and

(j) any repurchase agreement, the maturity of which is less than thirty (30) days and which is marked-to-market daily, entered into with financial institutions such as banks or trust companies organized under state law or national banking associations, insurance companies, or government bond dealers reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York and a member of the Security Investors Protection Corporation or with a dealer or parent holding company which is rated investment grade by each Rating Agency, which repurchase agreement is secured by Federal Securities which (i) have a fair market value, exclusive of accrued interest, at least equal to one hundred two percent (102%) the amount invested in such repurchase agreement, (ii) are in the possession of

the Trustee or a third party acting solely as agent for the Trustee who holds a perfected first lien therein, and (iii) are free from all third party claims;

(k) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the Trustee is authorized to register such investment in its name; and

(l) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, provided the Trustee has access to, and control over withdrawals from and deposits to, such trust.

"Person" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"President" means the President of the Board, or other duly appointed officer of the District authorized by resolution or by-law of the Board to perform the functions of the president in the event of the president's absence or disqualification.

"Private Business Use" means use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding use by a governmental unit (other than the United States of America) and use by any person as a member of the general public.

"Record Date" means the close of business on the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is not a Business Day.

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Notes.

"Secretary" means the Secretary to the Board, or any assistant thereto, appointed pursuant to Section 5538 of the Law, or other duly appointed officer of the District authorized by the Board to perform the functions of the secretary in the event of the secretary's absence or disqualification.

"Securities Depositories" means The Depository Trust Company; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Trustee.

"Serial Notes" means all of the Notes maturing _____.

"S&P" means S&P Global, a division of the McGraw Hill Companies, of New York, New York, its successors and assigns, except that if such corporation will be dissolved or liquidated or will no longer perform the functions of a securities rating agency, then the term "S&P" will be deemed to refer to any other nationally recognized securities rating agency selected by the District.

"Supplemental Indenture" means any resolution, agreement or other instrument then in full force and effect which has been duly adopted by the Board or entered into by the District; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Code" means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a provision of the Tax Code shall be deemed to include the applicable Tax Regulations promulgated with respect to such provision.

"Tax Overrides" means any taxes levied for the sole purpose of providing for payment of principal and interest on any voter-approved indebtedness incurred by the District, which taxes would not otherwise be subject to levy but for the issuance of such indebtedness.

"Tax Regulations" means temporary and permanent regulations promulgated under Section 103 and all related provisions of the Tax Code.

"Tax Revenues" means all limited ad valorem taxes levied upon certain taxable property in the District by the Board of Supervisors of Alameda County and by the Board of Supervisors of Contra Costa County, and allocated to the District pursuant to the provisions of Chapter 6 of Part 0.5 of Division 1 of the Revenue and Taxation Code of the State of California, including all payments, subventions and reimbursements, if any, to the District specifically attributable to taxes lost by reason of tax exemptions and tax rate limitations; but excluding all Tax Overrides, if any.

"Term Notes" means the Notes maturing _____.

"Trustee" means U.S. Bank Trust Company, National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

"Written Request of the District", "Written Certificate of the District" or "Written Requisition of the District" means a request, certificate or requisition, respectively, in writing signed by the CFO, by the General Manager or by any other officer of the District duly authorized for that purpose.

Section 1.03. Rules of Construction. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 1.04. Equal Security. In consideration of the acceptance of the Notes by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the District and the Owners from time to time of the Notes, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal and proportionate benefit, security and protection of all Owners of the Notes without preference, priority or distinction as to security or otherwise of any of the Notes over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

ARTICLE II

THE NOTES

Section 2.01. Authorization. Notes in the aggregate principal amount of $_____ are hereby authorized to be issued by the District under and subject to the terms of this Indenture and the Law. This Indenture constitutes a continuing agreement with the Owners of all of the Notes issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and premiums, if any, and the interest on all Notes which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Notes shall be designated the "East Bay Regional Park District 2024 Promissory Notes".

Section 2.02. Terms of Notes. The Notes shall be issued in fully registered form without coupons in denominations of $5,000 or any integral multiple thereof, so long as no Note shall mature on more than one date. The Notes shall mature and become payable on May 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

Year (May 1)	Principal	Interest Rate	Year (May 1)	Principal	Interest Rate

Interest on the Notes shall be payable by check or draft of the Trustee mailed on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each Interest Payment Date. Principal of and premium (if any) on any Note shall be paid upon presentation and surrender thereof at the Office of the Trustee. Both the principal of and interest and premium (if any) on the Notes shall be payable in lawful money of the United States of America.

Each Note shall be dated as of the date of its original delivery and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before October 15, 2024, in which event it shall bear interest from the date of its original delivery; provided, however, that if, as of the date of authentication of any Note, interest thereon is in default, such Note shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.03. Redemption.

(a) Optional Redemption. The Notes maturing on or before May 1, 20__, shall not be subject to optional redemption prior to maturity. The Notes maturing on or after May 1, 20__, shall be subject to redemption at the option of the District in whole or in part on any date on or after May 1, 20__, from such maturities as are selected by the District (and by lot within a maturity) from any available source of funds, at a redemption price equal to the principal amount of Notes to be redeemed, plus accrued but unpaid interest to the redemption date, without premium.

(b) Mandatory Sinking Fund Redemption. The Term Notes shall also be subject to mandatory redemption in whole, or in part by lot, on May 1, 20__, and on May 1 in each year thereafter, from sinking fund deposits made by the District pursuant to Section 4.03, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased pursuant to paragraph (g) of this Section 2.03, in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of the Term Notes have been redeemed pursuant to subsection (a) above the total amount of all future Sinking Fund payments shall be reduced by the aggregate principal amount of Term Notes so redeemed, to be allocated as directed by the District or, if not so directed, among such sinking fund payments on a pro rata basis in integral multiples of $5,000 (notice of which determination shall be given by the District to the Trustee).

Sinking Account Redemption Date (May 1)	**Principal Amount To Be Redeemed or Purchased**

(c) Notice of Redemption. The Trustee on behalf and at the expense of the District shall mail (by first class mail) notice of any redemption at least 30 but not more than 60 days prior to the redemption date, to (i) the respective Owners of any Notes designated for redemption at their addresses appearing on the Registration Books, and (ii) the Securities Depositories and to any one of the Information Services; but such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Notes or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall designate the CUSIP number of the Notes to be redeemed, state the individual number of each Note to be redeemed or state that all Notes between two stated numbers (both inclusive) or all of the Notes Outstanding are to be redeemed, and shall require that such Notes be then surrendered at the Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Notes will not accrue after the redemption date. Each notice relating to a redemption pursuant to Section 2.03(a) will further state that such redemption may be rescinded by the District on or prior to the date fixed for redemption.

(d) Partial Redemption of Notes. In the event only a portion of any Note is called for redemption, then upon surrender of such Note the District shall execute and the Trustee shall

authenticate and deliver to the Owner thereof, at the expense of the District, a new Note or Notes of the same series and maturity of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Note to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Notes so called for redemption shall have been duly provided, such Notes so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever any Notes are to be selected for redemption by lot, the Trustee shall determine by lot by such method as the Trustee shall deem fair and appropriate, the Notes or portions thereof to be redeemed, and shall notify the District thereof. All Notes redeemed pursuant to this Section shall be canceled and shall, upon Written Request of the District, thereupon be delivered to the District.

(g) Purchase In Lieu of Redemption. In lieu of redemption of Notes pursuant to (a) or (b) above, the District may apply any available amounts at any time for the purchase of the Notes at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the District may in its discretion determine. In the event that upon the purchase of such Notes any such Notes are delivered to the Trustee for cancellation, the District shall notify the Trustee in writing regarding which sinking fund redemption payments should be reduced as a result of the cancellation of such Term Notes.

Section 2.04. Form of Notes. The Notes, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05. Execution of Notes. The Notes shall be executed on behalf of the District by the signature of its President and attested by the signature of the Treasurer or the Secretary who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Both of such signatures may be affixed by facsimile thereof. If any officer whose signature appears on any Note ceases to be such officer before delivery of the Notes to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Notes to the purchaser. Any Note may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Note shall be the proper officers of the District although on the date of such Note any such person shall not have been such officer of the District.

Only such of the Notes as shall bear thereon a certificate of authentication in the form set forth in Exhibit A hereto, executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that such Notes have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.06. Transfer of Notes. Any Note may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Note to the

Trustee at its Office for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Note or Notes shall be surrendered for registration of transfer, the District shall execute and the Trustee shall deliver a new Note or Notes, for like maturity and like aggregate principal amount. The Trustee shall collect any tax or other governmental charge on the transfer of any Notes pursuant to this Section 2.06.

The Trustee may refuse to transfer any Notes under the provisions of this Section 2.06 during the period 15 days prior to the date established by the Trustee for the selection of Notes for redemption, or as to Notes selected for redemption by the Trustee pursuant to the provisions of Section 2.03(f).

Section 2.07. Exchange of Notes. Notes may be exchanged at the Office of the Trustee for a like aggregate principal amount of Notes of other authorized denominations of the same maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Notes pursuant to this Section 2.07.

The Trustee may refuse to exchange any Notes under the provisions of this Section 2.07 during the 15 days prior to the date established by the Trustee for the selection of Notes or as to Notes selected for redemption by the Trustee pursuant to the provisions of Section 2.03(f).

Section 2.08. Registration Books. The Trustee will keep or cause to be kept, at its Office, sufficient records for the registration and registration of transfer of the Notes, which shall at all times during normal business hours be open to inspection by the District upon reasonable notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said records, Notes as hereinbefore provided.

Section 2.09. Temporary Notes. The Notes may be initially issued in temporary form exchangeable for definitive Notes when ready for delivery. The temporary Notes may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Note shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Notes. If the District issues temporary Notes it will execute and furnish definitive Notes without delay, and thereupon the temporary Notes may be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Notes an equal aggregate principal amount of definitive Notes of authorized denominations. Until so exchanged, the temporary Notes shall be entitled to the same benefits pursuant to this Indenture as definitive Notes authenticated and delivered hereunder.

Section 2.10. Notes Mutilated, Lost, Destroyed or Stolen. If any Note shall become mutilated the District, at the expense of the Owner of such Note, shall execute, and the Trustee shall thereupon deliver, a new Note of like tenor and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the District. If any Note shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the District, at the expense of the owner, shall execute, and the Trustee shall thereupon deliver, a new Note of like tenor and number in lieu of and in substitution for the Note so lost, destroyed or stolen. The

District may require payment of a sum not exceeding the actual cost of preparing each new Note issued under this Section and of the expenses which may be incurred by the District and the Trustee in the premises. Any Note issued under the provisions of this Section in lieu of any Note alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Notes issued pursuant to this Indenture.

Section 2.11. Book-Entry; Limited Obligation of District. The Notes may be issued in the form of a separate single fully registered Note (which may be typewritten) for each maturity. The ownership of such Note will be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository.

With respect to Notes registered in the registration books kept by the Trustee in the name of the Nominee, the District and the Trustee will have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Notes. Without limiting the immediately preceding sentence, the District and the Trustee will have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant or any other Person, other than as shown in the registration books kept by the Trustee, of any notice with respect to the Notes, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Notes to be redeemed in the event the Notes are redeemed in part, or (iv) the payment to any Participant or any other Person, other than a Nominee as shown in the registration books kept by the Trustee, of any principal of, premium, if any, or interest on the Notes. The District and the Trustee may treat and consider the Person in whose name each Note is registered in the registration books kept by the Trustee as the owner and absolute Owner of such Note for the purpose of payment of principal, premium, if any, and interest on such Note, for the purpose of giving notices of prepayment and other matters with respect to such Note, for the purposes of registering transfers with respect to such Note, and for all other purposes whatsoever.

The Trustee will pay all principal, premium, if any, and interest with respect to the Notes, only to or upon the order of the respective Owners, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments will be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal, premium, if any, and interest on the Notes to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Trustee, will receive a Note evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Nominee, the Trustee and the District of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture will refer to such new nominee of the Depository.

Section 2.12. Representation Letter. In order to qualify the Notes for the Depository's book-entry system, the District will execute, seal, countersign and deliver to such Depository a letter from the District representing such matters as will be necessary to so qualify the Notes (the "Representation Letter"). The execution and delivery of the Representation Letter will not in any way limit the provisions of Section 2.10 hereof or in any other way impose upon the District or the Trustee any obligation whatsoever with respect to Persons having interests in the Notes other than the Owners, as shown on the registration books kept by the Trustee. In the written

acceptance of the Trustee, such Trustee will agree to take all actions necessary for all representations of the District in the Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of the Representation Letter, the District will take any other actions, not inconsistent with this Indenture, to qualify the Notes for the Depository's book-entry system.

Section 2.13. Transfers Outside Book-Entry System. The District may by written request, at any time or for any reason, remove the Depository and appoint a successor or successors thereto. In the event (i) the Depository determines not to continue to act as securities depository for the Notes, or (ii) the District determines that the Depository will no longer so act, then the District will discontinue the book-entry system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository then the Notes will no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but will be registered in whatever name or names the Owners of Notes transferring or exchanging Notes will designate, in accordance with the provisions of Section 2.04.

Section 2.14. Payments and Notices to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Note is registered in the name of the Nominee, all payments of principal of, premium, if any, and interest on such Note and all notices with respect to such Note will be made and given, respectively, as provided in the Representation Letter or as otherwise instructed in writing by the Depository.

ARTICLE III

ISSUE OF NOTES

Section 3.01. Issuance of Notes. Upon the execution and delivery of this Indenture, the District shall execute and deliver Notes in the aggregate principal amount of $_____ to the Trustee and the Trustee shall authenticate and deliver such Notes upon the Written Request of the District.

Section 3.02. Application of Proceeds of Sale of Notes. On the Closing Date the proceeds of sale of the Notes, being $_____ (constituting the par amount of the Notes, plus [net] original issue premium of $_____, less the discount of the original purchaser of the Notes in the amount of $_____), shall be paid to the Trustee and applied as follows:

(a) The Trustee shall deposit in the Costs of Issuance Fund the amount of $_____.

(b) The Trustee shall deposit the remainder of such proceeds, being $_____, in the Acquisition and Improvement Fund.

Section 3.03. Acquisition and Improvement Fund. The Trustee shall establish a special fund designated as the "Acquisition and Improvement Fund." The Trustee shall disburse moneys in the Acquisition and Improvement Fund for the purpose of paying Acquisition and Improvement Costs and, to the extent needed, Costs of Issuance upon receipt of a Written Requisition of the District which: (a) identifies the total amount of such costs to be paid pursuant thereto, including all items of cost in such detail as may be available to the District; and (b) states with respect to such disbursement (i) the requisition number, (ii) the amount to be disbursed for payment of such costs, (iii) the payee with respect to each cost to be disbursed and (iv) that each item of cost identified therein has been properly incurred, and is a proper charge against the Acquisition and Improvement Fund and has not been the basis of any previous disbursement. The Trustee shall be responsible for the safekeeping and investment of the moneys held in the Acquisition and Improvement Fund, and the payment of amounts therefrom in accordance with this Section 3.03.

Following the completion of the purposes for which the Notes shall have been issued the Trustee shall, at the Written Request of the District, withdraw all remaining moneys in the Acquisition and Improvement Fund and deposit such moneys in the Debt Service Fund to be applied by the Trustee for the purposes set forth in Section 4.03, and the Acquisition and Improvement Fund shall be closed. Prior to delivering such Written Request of the District, the District shall consult with nationally recognized bond counsel regarding the appropriate application of such remaining moneys.

Section 3.04. Establishment and Application of Costs of Issuance Fund. The Trustee will establish, maintain and hold in trust the Costs of Issuance Fund, into which the Trustee will deposit the amounts set forth in Section 3.02(a). The amounts on deposit in said fund will be disbursed and applied only as hereinafter authorized. All money in the Costs of Issuance Fund will be withdrawn and applied by the District to pay Costs of Issuance upon a Written Requisition of the District filed with the Trustee. Each such Written Requisition of the District will be sequentially numbered, will state the person to whom payment will be made, the amount to be paid, the purpose for which such obligation was incurred, and that such payment

is a proper charge against said fund. Amounts remaining in the Costs of Issuance Fund on November 13, 2024 (or such earlier date as the District may direct the Trustee in writing) will be transferred by the Trustee to the Acquisition and Improvement Fund. Thereafter, the Costs of Issuance Fund will be closed.

ARTICLE IV

PAYMENT OF NOTES

Section 4.01. Payment of Notes. The Notes shall be limited obligations of the District, payable solely from the Tax Revenues or from other funds legally available therefor. Neither the full faith and credit nor the taxing power of the District is pledged for the payment of the interest on or principal of the Notes, and the Notes are not and shall not be secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, the Tax Revenues or any other property, income, revenues or funds of the District.

In order to provide for the timely payment of the interest on and principal of the Notes as the same becomes due, the District agrees and covenants, consistent with the foregoing and as authorized by and subject to the Law, that until the interest on and the principal of the Notes are paid in full or until there is a sum in the treasury of the District set apart for that purpose sufficient to meet all payments of the interest on and the principal of the Notes as they become due, it will annually set aside a portion of the Tax Revenues or other legally available funds of the District sufficient to pay such interest and principal which will become due before the Tax Revenues levied at the next general tax levy will be available for such purpose.

Section 4.02. Deposit of Tax Revenues. The District has heretofore established the General Fund, which shall continue to be held by the CFO separate and apart from all other funds of the District. The CFO shall deposit or cause to be deposited in the General Fund all Tax Revenues promptly upon the receipt thereof. In the event that the amounts on deposit in the General Fund on the Business Day preceding any Interest Payment Date shall be insufficient to enable the CFO to make any transfer then required to be made to the Trustee pursuant to Section 4.03, the CFO shall thereupon deposit or cause to be deposited in the General Fund the amount of such insufficiency from any source of legally available funds of the District.

Section 4.03. Transfer of Funds to Trustee. Moneys in the General Fund shall be transferred by the CFO to the Trustee in immediately available funds in the following amounts at the following times for deposit by the Trustee in the Debt Service Fund, which is hereby established with the Trustee to be held in trust hereunder for the benefit of the Note Owners.

On or before the Business Day preceding each Interest Payment Date, the CFO shall withdraw from the General Fund and transfer to the Trustee for deposit in the Debt Service Fund an amount which, when added to the amount contained in the Debt Service Fund on the date of such transfer, equals the aggregate amount of the principal of and interest on the Outstanding Notes becoming due and payable on such Interest Payment Date, including pursuant to mandatory sinking fund redemption as provided in Section 2.03(b) hereof. No such transfer and deposit need be made to the Debt Service Fund if the amount contained therein at least equals the amount of principal of and interest on the Outstanding Notes to become due on the next succeeding Interest Payment Date or such other date fixed for redemption or purchase pursuant to Section 2.03(a) or Section 2.03(g) hereof. All moneys in the Debt Service Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and interest and premium (if any) on the Notes as they become due and payable (including accrued interest on any Notes redeemed prior to maturity pursuant to this Indenture).

Section 4.04. Investments. All moneys in the General Fund may be invested by the District from time to time in any Authorized Investments. All moneys in the Debt Service Fund shall be invested by the Trustee solely in Permitted Investments, as directed pursuant to the

Written Request of the District filed with the Trustee at least one Business Day in advance of the making of such investments. In the absence of any such Written Request of the District, the Trustee shall invest any such moneys in Permitted Investments described in clause (f) of the definition thereof, as selected by the Trustee. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund. All interest or gain derived from the investment of amounts in any of the funds or funds established hereunder shall be deposited in the fund from which such investment was made. For purposes of acquiring any investments hereunder, the Trustee may commingle funds held by it hereunder upon the Written Request of the District. The Trustee may act as principal or agent in the acquisition of any investment. The Trustee shall incur no liability for losses arising from any investments made pursuant to this Section.

All moneys on deposit in the Acquisition and Improvement Fund and the Costs of Issuance Fund shall be invested as provided in Section 5.15.

The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive brokerage confirmations of security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the district periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 4.05. Valuation of Investments. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at Fair Market Value. The following shall also apply:

(a) The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions set forth in a Written Certificate. Except as otherwise provided in subsection (b) of this Section 4.05, the District covenants that all investments of amounts deposited in any funds or accounts created by this Agreement, or otherwise containing gross proceeds of the Notes (as defined by section 148 of the Tax Code) shall be acquired, disposed of and valued (as of the date that valuation is required by this Agreement or the Tax Code) at Fair Market Value.

(b) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of section 149 of the Tax Code), provided that the District shall inform the Trustee which funds are subject to yield restriction.

ARTICLE V

COVENANTS OF THE DISTRICT; SPECIAL TAX COVENANTS

Section 5.01. Punctual Payment. The District will punctually pay or cause to be paid the principal and interest to become due in respect of all the Notes together with the premium thereon, if any, in strict conformity with the terms of the Notes and of this Indenture, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and of the Notes.

Section 5.02. Budget and Appropriation. The District shall prepare and adopt a budget for each Fiscal Year, which budget shall provide as a priority item for the payment of the interest and premium, if any, on and the principal of the Notes (together with all other indebtedness or other obligations of the District payable from the Tax Revenues) becoming due and payable in such Fiscal Year. The District shall annually appropriate and make any necessary supplemental appropriations of Tax Revenues and other legally available moneys in an amount fully sufficient to make such payments. Within 60 days following the adoption of any such budget, the District shall file with the Trustee a Written Certificate of the District stating that the District has appropriated in such budget all amounts required pursuant to this Section. The budgets of the District shall be open to inspection during regular business hours of the District, upon reasonable request by any Note Owner.

Section 5.03. Limitation on Superior Debt and Secured Debt. The District hereby covenants that, so long as the Notes are Outstanding, the District shall not issue or incur any bonds, notes or other obligations, which are in any case either (a) secured by a lien on all or any part of the Tax Revenues or (b) payable from Tax Revenues in any manner which would constitute a priority superior to the payment of the Notes. Nothing herein is intended or shall be construed in any way to prohibit or impose any limitations upon the issuance by the District of additional limited obligation bonds or promissory notes under Section 5544.2 of the Law or any other applicable provision of the Law, the entering into long-term lease agreements, and the issuance or incurring of other obligations that would be payable out of the same legally available funds from which debt service on the Notes is payable.

Section 5.04. Extension of Notes. The District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Note or claim for interest on any of the Notes and will not, directly or indirectly, be a party to approve any such arrangement in any manner. In case the maturity of any such Note or claim for interest shall be extended or funded, whether or not with the consent of the District, such Note or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Notes then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.05. Payment of Claims. The District will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the District or upon the Tax Revenues or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Notes. Nothing herein contained shall require the District to make any such payment so long as the District in good faith shall contest the validity of said claims.

Section 5.06. Books and Funds; Financial Statement. The District will keep, or cause to be kept, proper books of record and funds, separate from all other records and funds of the District, in which complete and correct entries shall be made of all transactions relating to the General Fund and the Tax Revenues. Such books of record and funds shall at all times during business hours be subject to the inspection of the Owners of not less than 10% in aggregate principal amount of the Notes then Outstanding, or their representatives authorized in writing.

The District will cause to be filed with the Information Service, within 270 days after the close of each Fiscal Year so long as any of the Notes are Outstanding, complete audited financial statements with respect to such Fiscal Year showing the Tax Revenues and all disbursements from the General Fund as of the end of such Fiscal Year. The Trustee shall have no duty to review financial statements.

Section 5.07. Protection of Security and Rights of Note Owners. The District will preserve and protect the security of the Notes and the rights of the Note Owners. From and after the sale and delivery of any of the Notes by the District, the Notes shall be incontestable by the District.

Section 5.08. Tax Revenues. The District shall comply with all requirements of law to insure the levy, collection and payment to it of the Tax Revenues.

Section 5.09. Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate for the Notes. Notwithstanding any other provision of this Indenture, failure of the District to comply with any Continuing Disclosure Certificate shall not be considered an Event of Default; however, the Trustee, at the written request of any Participating Underwriter or the Owners of at least 25% aggregate principal amount of Outstanding Notes, shall (to the extent indemnified to its satisfaction from and against any liability or expense), or any Note Owner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section.

Section 5.10. Compliance With Arbitrage Requirements. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the Gross Proceeds of the Notes which would cause any of the Notes to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

Section 5.11. Private Business Use Limitation. Not more than 10% of the Net Proceeds shall be used for Private Business Use if, in addition, the payment of more than 10% of the principal of the Notes or 10% of the interest due on the Notes during the term thereof is, under the terms of the Notes or any underlying arrangement, directly or indirectly, secured by any interest in property used or to be used for a Private Business Use or in payments in respect of property used or to be used for a Private Business Use or is to be derived from payments, whether or not to the District, in respect of property or borrowed money used or to be used for a Private Business Use. In the event that both (i) an amount in excess of 5% of the Net Proceeds is used for a Private Business Use, and (ii) an amount in excess of 5% of the principal or 5% of the interest due on the Notes during the term thereof is, under the terms of the Notes or any underlying arrangement, directly or indirectly secured by any interest in property used or to be used for said Private Business Use or in payments in respect of property used or to be used for said Private Business Use or is to be derived from payments, whether or not to the District, in respect of property or borrowed money used or to be used for said Private Business Use, then

such excess over 5% of Net Proceeds used for a Private Business Use shall be required to be used for a Private Business Use related to the governmental use of the Notes.

Section 5.12. Private Loan Limitation. Not more than 5% of the Net Proceeds shall be used, directly or indirectly, to make or finance a loan (other than loans constituting non-purpose obligations as defined in the Tax Code or a tax or assessment of general application for a specific governmental function) to persons other than state or local government units.

Section 5.13. Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Notes to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

Section 5.14. Rebate of Excess Investment Earnings to the United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Notes which are required to be rebated to the United States of America pursuant to Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required pursuant to the Tax Code. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Notes, records of the determinations made pursuant to this Section 5.14. In order to provide for the administration of this Section 5.14, the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

Section 5.15. Qualified Hedge Bonds.

(a) Qualified Investments. Beginning on the date of issuance of the Notes, and at all times prior to the final maturity date of the Notes, not less than 95% of the Net Proceeds of the Notes will be invested in Qualified Investments (as defined below). For purposes of this Section 5.15, amounts derived from the disposition or redemption of Qualified Investments and held pending reinvestment or redemption of Notes for a period of not more than 30 days will be treated as Qualified Investments.

(b) Recordkeeping and Monitoring of Net Proceeds.

(i) Information Regarding Qualified Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Qualified Investment the following information:

(A) purchase date,
(B) purchase price,
(C) information establishing the fair market value of such Qualified Investment,
(D) face amount,
(E) coupon rate,
(F) periodicity of interest payments,
(G) disposition price, and
(H) disposition date.

(ii) Investment in Qualified Non-AMT Mutual Funds. The District covenants that, with respect to each investment of Net Proceeds of the Notes in a Qualified Non-AMT Mutual Fund (as defined below), in addition to recording the information set forth in subsection (b)(i) above, it will retain a copy of each IRS information reporting form and account statement provided to it by such Qualified Non-AMT Mutual Fund or the Trustee. In the event any such reporting form or other document received by the District indicates that less than 97% of the income to the District derived from such Qualified Non-AMT Mutual Fund in any three-month period is derived from Non-AMT Bonds, the District will, within five business days after receipt of such notice, dispose of any investment in such Qualified Non-AMT Mutual Fund to the extent such investment is allocable to Net Proceeds of the Notes. The Trustee shall forward to the District, immediately upon receipt, a copy of each IRS information it receives with respect to the District.

(iii) Quarterly Monitoring of Qualified Investments. The District further covenants that it will monitor the investment of the Net Proceeds of the Notes not less frequently than at the close of every three-month period during which any proceeds of the Notes are invested in Qualified Investments.

(iv) Retention of Records. The District hereby covenants that it will retain the records referred to in subsection (b)(i) above, including each IRS information reporting form referred to in subsection (b)(i), with its books and records with respect to the Notes until six years following the last date that any obligation comprising the Notes is retired.

(c) Arbitrage Investment Restrictions. Proceeds of the Notes and the amounts on deposit in the aforementioned funds and accounts may be invested as follows:

(i) Proceeds derived from the sale of the Notes to be applied to pay Costs of Issuance that are not expended on the date of issuance of the Notes and those Net Proceeds of the Notes that are to be deposited into the Acquisition and Improvement Fund will be invested in Qualified Investments to the extent required by this Section 5.15 until such amounts are expended to pay Costs of Issuance or expended to pay costs of eligible projects.

(ii) Amounts in the Costs of Issuance Fund that are not expended on the date of issuance of the Notes will be invested in Qualified Investments until such amounts are expended or transferred to the Acquisition and Improvement Fund.

"Qualified Investments" shall mean (i) obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code ("Non-AMT Bonds"), and (ii) stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code (a "Qualified Non-AMT Mutual Fund"). A guaranteed investment contract or similar investment agreement (e.g., a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Investment.

The Trustee shall not be responsible for monitoring the District's compliance with this Section 5.15.

Section 5.16. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Notes of the rights and benefits provided in this Indenture.

ARTICLE VI

THE TRUSTEE

Section 6.01. Appointment of Trustee. U.S. Bank Trust Company, National Association, in San Francisco, California, a national banking association organized and existing under and by virtue of the laws of the United States of America, is hereby appointed Trustee by the District for the purpose of receiving all moneys required to be deposited with the Trustee hereunder and to allocate, use and apply the same as provided in this Indenture. The District agrees that it will maintain a Trustee having a corporate trust office in San Francisco, California, with a combined capital and surplus of at least $50,000,000, and subject to supervision or examination by federal or State authority, so long as any Notes are Outstanding. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority referred to above, then for the purpose of this Section 6.01 the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Trustee is hereby authorized to pay the Notes when duly presented for payment at maturity, or on redemption prior to maturity, and to cancel all Notes upon payment thereof. The Trustee shall keep accurate records of all funds administered by it and of all Notes paid and discharged.

Section 6.02. Acceptance of Duties. The Trustee hereby accepts the duties and liabilities imposed upon it by this Indenture, and agrees to perform such duties, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the waiver or curing of all Events of Default which 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 hereunder has occurred (which has not been cured or waived) the Trustee may exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers, and shall be entitled to advice of counsel concerning all matters hereunder.

(c) The Trustee shall not be responsible for any recital herein, or in the Notes, or for any of the supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Notes issued hereunder or intended to be secured hereby and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the District hereunder. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Written Requests of the District pursuant to Section 4.04.

(d) The Trustee shall not be accountable for the use of any proceeds of sale of the Notes delivered hereunder. The Trustee may become the Owner of Notes secured

hereby with the same rights which it would have if not the Trustee; may acquire and dispose of other indebtedness of the District with the same rights it would have if it were not the Trustee; and may act as a depositary 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 Notes, whether or not such committee shall represent the Owners of the majority in principal amount of the Notes then Outstanding.

(e) In the absence of bad faith or gross negligence on its part, the Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee may consult with counsel, including, without limitation, counsel of or to the District, with regard to legal questions, and in the absence of gross negligence or intentional misconduct by the Trustee the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith. Any action taken or omitted to be taken by the Trustee in good faith and without gross negligence pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Note, shall be conclusive and binding upon all future Owners of the same Note and upon Notes issued in exchange therefor or in place thereof.

The Trustee shall not be bound to recognize any person as an Owner of any Note or to take any action at his request unless the ownership of such Note by such person shall be reflected on the Registration Books.

(f) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a Written Certificate of the District as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default hereunder of which the Trustee has been given notice or is deemed to have notice, as provided in Section 6.02(h), shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a Written Certificate of the District to the effect that an authorization in the form therein set forth has been adopted by the District, as conclusive evidence that such authorization has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the District to make any of the payments to the Trustee required to be made by the District pursuant hereto or failure by the District to file with the Trustee any document required by this Indenture to be so filed subsequent to the issuance of the Notes, unless the Trustee shall be specifically notified in writing of such default by the District or by the Owners of at least twenty-five percent (25%) in aggregate principal amount of the Notes then Outstanding and all notices or

other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default hereunder except as aforesaid.

(i) At any and all reasonable times the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but not the duty, fully to inspect all books, papers and records of the District pertaining to the Notes, and to take such memoranda from and with regard thereto as may be desired but which is not privileged by statute or by law.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture with respect to the execution of any Notes, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, as may be deemed desirable for the purpose of establishing the right of the District to the execution of any Notes, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action referred to in Sections 6.05 or 8.03, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any such action.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("**Instructions**") given pursuant to this Indenture and delivered using Electronic Means. ("**Electronic Means**" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder). The District shall provide to the Trustee an incumbency certificate listing officers with the

authority to provide such Instructions ("**Authorized Officers**") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the District whenever a person is to be added or deleted from the listing. If the District elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The District understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The District shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the District and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the District. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding the fact that such directions conflict or are inconsistent with a subsequent written instruction. The District agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the District; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 6.03. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement from the District for reasonable fees for its services rendered hereunder and all advances, counsel fees (including expenses) and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services.

Section 6.04. Notice to Note Owners of Default. If an Event of Default hereunder occurs with respect to any Notes, of which the Trustee has been given or is deemed to have notice, as provided in Section 6.02(h) hereof, then the Trustee shall promptly give written notice thereof by first-class mail to the Owner of each such Note, unless such Event of Default shall have been cured before the giving of such notice; provided, however, that unless such Event of Default consists of the failure by the District to make any payment when due, the Trustee may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Note Owners not to give such notice.

Section 6.05. Intervention by Trustee. In any judicial proceeding to which the District is a party which, in the opinion of the Trustee and its counsel, has a substantial bearing on the interests of Owners of any of the Notes, the Trustee may intervene on behalf of such Note Owners, and subject to Section 6.02(l) hereof, shall do so if requested in writing by the Owners of a majority in aggregate principal amount of such Notes then Outstanding.

Section 6.06. Removal of Trustee. The Owners of a majority in aggregate principal amount of the Outstanding Notes may at any time, and so long as no Event of Default shall have occurred and then be continuing, the District may remove the Trustee initially appointed, and any successor thereto, by an instrument or concurrent instruments in writing delivered to the Trustee, whereupon the District or such Owners, as the case may be, shall appoint a

successor or successors thereto; provided that any such successor shall be a bank or trust company meeting the requirements set forth in Section 6.01.

Section 6.07. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign by giving 30 days' written notice by registered or certified mail to the District. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. Upon such acceptance, the District shall cause notice thereof to be given by first class mail (postage prepaid) to the Note Owners at their respective addresses set forth on the Registration Books.

Section 6.08. Appointment of Successor Trustee. In the event of the removal or resignation of the Trustee pursuant to Sections 6.06 or 6.07, respectively, the District shall promptly appoint a successor Trustee. In the event the District shall for any reason whatsoever fail to appoint a successor Trustee within 90 days following the delivery to the Trustee of the instrument described in Section 6.06 or within ninety (90) days following the receipt of notice by the District pursuant to Section 6.07, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor Trustee meeting the requirements of Section 6.01. Any such successor Trustee appointed by such court shall become the successor Trustee hereunder notwithstanding any action by the District purporting to appoint a successor Trustee following the expiration of such ninety-day period.

Section 6.09. Merger or Consolidation. Any company into which the Trustee may be merged or converted or which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of it corporate trust business, provided that such company shall be eligible under Section 6.01, shall be the successor to the Trustee and vested with all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 6.10. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the District an instrument in writing accepting such appointment hereunder and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the Request of the District, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as the Trustee hereunder to its successor. Should any instrument in writing from the District be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the District.

Section 6.11. Appointment of Co-Trustee. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not

exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate or co-trustee. The following provisions of this Section 6.11 are adopted to these ends.

In the event that the Trustee appoints an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the District be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the District. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.12. Indemnification; Limited Liability of Trustee. To the extent permitted by law, the District shall indemnify and hold the Trustee harmless from and against all claims, losses, costs, expenses, liabilities and damages including legal fees and expenses arising from the exercise and performance of its duties hereunder, other than arising from the gross negligence or willful misconduct of the Trustee. No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder if it shall have reasonable grounds for believing repayment of such funds or adequate indemnity against such liability or risk is not assured to it. The Trustee shall not be liable for any action taken or omitted to be taken by it in accordance with the direction of a majority of the Owners of the principal amount of Notes Outstanding relating to the time, method and place of conducting any proceeding or remedy available to the Trustee under this Indenture.

ARTICLE VII

MODIFICATION AND AMENDMENT OF THE INDENTURE

Section 7.01. Amendment by Consent of Note Owners. This Indenture and the rights and obligations of the District and of the Owners of the Notes may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without consent of any Note Owners, but only to the extent permitted by law and only for any one or more of the following purposes-

(a) to add to the covenants and agreements of the District in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or power herein reserved to or conferred upon the District; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the District may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners of the Notes in the opinion of nationally recognized bond counsel; or

(c) to amend any provision hereof relating to compliance with or the requirements of the Tax Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exemption from federal income taxation of interest on any of the Notes, in the opinion of nationally-recognized bond counsel.

Except as set forth in the previous provisions of this Section 7.01, this Indenture and the rights and obligations of the District and of the Owners of the Notes shall not be modified or amended at any time unless there first shall have been filed with the Trustee the written consents of the Owners of a majority in aggregate principal amount of the Notes then Outstanding (exclusive of Notes disqualified as provided in Section 7.02). No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Note or otherwise alter or impair the obligation of the District to pay the principal, interest or redemption premiums at the time and place and at the rate and in the currency provided therein of any Note without the express written consent of the Owner of such Note, (b) reduce the percentage of Notes required for the written consent to any such amendment or modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Section 7.02. Disqualified Notes. Notes owned or held by or for the account of the District (but excluding Notes held in any employees' retirement fund) shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Notes in this Article provided for, and shall not be entitled to consent to, or take any other action in this Article provided for.

Section 7.03. Endorsement or Replacement of Notes After Amendment. After the effective date of any action taken as hereinabove provided, the District may determine that the Notes shall bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Note Outstanding at such effective date and presentation of his Note for that purpose at the Office of the Trustee, a suitable notation as to such action shall be made on such Note. If the District shall so determine, new Notes so

modified as, in the opinion of the District, shall be necessary to conform to such Note Owners' action shall be prepared and executed, and in that case upon demand of the Owner of any Note Outstanding at such effective date such new Notes shall be exchanged at the Office of the Trustee, without cost to each Note Owner, for Notes then Outstanding, upon surrender of such Outstanding Notes.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Note Owner from accepting any amendment as to the particular Note held by him, provided that due notation thereof is made on such Note.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF NOTE OWNERS

Section 8.01. Events of Default. The following events shall be Events of Default hereunder:

(a) Failure by the District to pay the principal of or interest or redemption premium (if any) on any Note when and as the same shall become due and payable.

(b) Failure by the District to observe and perform any of the covenants, agreements or conditions on its part in this Indenture or in the Notes contained, other than as referred to in the preceding clause (a), for a period of sixty (60) days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Trustee or by the Owners of not less than five percent (5%) in aggregate principal amount of the Notes then Outstanding; provided, however, that if in the reasonable opinion of the District the failure stated in such notice can be corrected, but not within such sixty (60) day period, the Trustee and such Owners shall not unreasonably withhold their consent to an extension of such time if corrective action is instituted by the District within such sixty (60) day period and diligently pursued until such failure is corrected.

(c) The District commences a voluntary action under Title 11 of the United States Code or any substitute or successor statute.

If an Event of Default has occurred under this Section and is continuing, the Trustee may, and if requested in writing by the Owners of a majority in aggregate principal amount of the Notes then Outstanding the Trustee shall, upon receipt of indemnification satisfactory to the Trustee from any liability or expense, exercise any remedies available to the Trustee and the Note Owners in law or at equity.

Immediately upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the District by telephone promptly confirmed in writing. Such notice shall also state whether the principal of the Notes shall have been declared to be or have immediately become due and payable.

Section 8.02. Application of Funds Upon Acceleration. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture shall be applied by the Trustee in the following order upon presentation of the several Notes, and the stamping thereon of the amount of the payment if only partially paid, or upon the surrender thereof if fully paid;

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its or their agents, attorneys and counsel; and

Second, to the payment of the whole amount then owing and unpaid upon the Notes for principal and interest, with interest on the overdue principal and installments of interest at the net effective rate then borne by the Outstanding Notes (to the extent that

such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Notes, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 8.03. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in aggregate principal amount of the Notes then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of all of the Owners of the Notes, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Notes hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04. Limitation on Note Owners' Right to Sue. No Owner of any Note issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Notes then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Notes of any remedy hereunder; it being understood and intended that no one or more Owners of Notes shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Notes.

The right of any Owner of any Note to receive payment of the principal of (and premium, if any) and interest on such Note as herein provided or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05. Non-waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Notes, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay from the Tax Revenues and other legally available moneys, the principal of and interest and premium (if any) on the Notes to the respective Owners of the Notes on the respective Interest Payment Dates as herein provided.

A waiver of any default by any Note Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Notes to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Note Owners by the Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Notes.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Note Owners, the District and the Note Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06. Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner of Notes shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners of Notes similarly situated and the Trustee is hereby appointed (and the successive respective Owners of the Notes issued hereunder, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners of the Notes for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Notes as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

Section 8.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners of Notes is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the District, the Trustee and the Owners of the Notes, any right, remedy, claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the District shall be for the sole and exclusive benefit of the Trustee and the Owners of the Notes.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture either the District or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the District or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Discharge of Indenture. If the District shall pay and discharge the entire indebtedness on all Outstanding Notes in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all Outstanding Notes, as and when the same become due and payable;

(b) by irrevocably depositing with a fiduciary, in trust, at or before maturity, cash which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all Outstanding Notes, including all principal, interest and redemption premiums;

(c) by irrevocably depositing with a fiduciary, in trust, Federal Securities in such amount as an independent certified public accountant shall determine will, together with the interest to accrue thereon and available cash then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Outstanding Notes (including all principal, interest and redemption premiums) at or before maturity;

and if such Notes are to be redeemed prior to the maturity thereof notice of such redemption shall have been given pursuant to Section 2.03(c) or provision satisfactory to the Trustee shall have been made for the giving of such notice, then, at the election of the District, and notwithstanding that any Notes shall not have been surrendered for payment, all obligations of the Trustee and the District under this Indenture with respect to all Outstanding Notes shall cease and terminate, except only the obligation of the Trustee to transfer and exchange Notes hereunder and except the obligation of the District to pay or cause to be paid to the Owners of the Notes, from the amounts so deposited with the Trustee, all sums due thereon and all expenses and costs of the Trustee; and thereafter Tax Revenues and other legally available funds shall not be payable to the Trustee hereunder. Notice of such election shall be filed with the Trustee.

Any funds thereafter held by the Trustee, which are not required for said purpose, shall be paid over to the District.

Section 9.04. Execution of Documents and Proof of Ownership by Note Owners. Any request, declaration or other instrument which this Indenture may require or permit to be executed by Note Owners may be in one or more instruments of similar tenor, and shall be executed by Note Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Note Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Notes and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Note shall bind all future Owners of such Note in respect of anything done or suffered to be done by the District or the Trustee in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Notes; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.06. Destruction of Canceled Notes. Whenever in this Indenture provision is made for the surrender to the District of any Notes which have been paid or cancelled pursuant to the provisions of this Indenture, at the Written Request of the District a certificate of destruction duly executed by the Trustee shall be deemed to be the equivalent of the surrender of such canceled Notes and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Notes referred to therein.

Section 9.07. Notices. Any notice or demand which by any provision of this Indenture is required or permitted to be given or served may be given or served by first class mail (postage prepaid) and shall be deemed to have been given or served upon deposit in a post office letter box addressed to the Trustee at its Office or to the District (until another address is filed by the District with the Trustee) as follows:

If to the District:	East Bay Regional Park District 2950 Peralta Oaks Court Oakland, California 94605-5320 Attention: Chief Financial Officer
If to the Trustee:	U.S. Bank Trust Company, National Association One California Street, Suite 1000 San Francisco, California 94111 Attention: Global Corporate Trust Services

Section 9.08. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The District and the Trustee hereby declare that they would have entered into this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Notes pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable.

Section 9.09. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Notes which remains unclaimed for two (2) years after the date when the payments of such interest, premium (if any) and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Notes have become payable, shall at the Written Request of the District be repaid by the Trustee to the District as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Note Owners shall look only to the District for the payment of the interest and premium (if any) on and principal of such Notes.

IN WITNESS WHEREOF, the EAST BAY REGIONAL PARK DISTRICT has caused this Indenture to be signed in its name by its General Manager and attested by its Chief Financial Officer, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officers thereunto duly authorized, all as of the day and year first above written.

EAST BAY REGIONAL PARK DISTRICT

By: _____
General Manager

ATTEST:

By: _____
Chief Financial Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(FORM OF NOTE)

No. $____

EAST BAY REGIONAL PARK DISTRICT
2024 PROMISSORY NOTE

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP

REGISTERED OWNER:

PRINCIPAL AMOUNT:

EAST BAY REGIONAL PARK DISTRICT, a regional park district organized and existing under the laws of the State of California (the "District") for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Note (unless (a) this Note is authenticated on or before an Interest Payment Date and after the fifteenth day of the month preceding such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) this Note is authenticated on or before April 15, 2024, in which event it shall bear interest from the Dated Date specified above; provided, however, that if at the time of authentication of this Note, interest is in default on this Note, this Note shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Note), at the Interest Rate per annum specified above, payable semiannually on May 1 and November 1 in each year, commencing May 1, 2025 (the "Interest Payment Dates"). Principal hereof is payable at the principal corporate trust office of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "Trustee"), in St. Paul, Minnesota. Interest hereon is payable by check or draft of the Trustee mailed to the Registered Owner at the Registered Owner's address as it appears on the registration books of the Trustee as of the fifteenth (15th) day of the month preceding each Interest Payment Date.

This Note is one of a duly authorized issue of promissory notes of the District designated as the East Bay Regional Park District 2024 Promissory Notes (the "Notes") of an aggregate principal amount of _____ ($_____), all of like date and tenor (except for such variations as may be required to designate varying numbers, interest rates, denominations, maturities or redemption provisions), and all issued pursuant to the provisions of Article 3 of Chapter 3 of Division 5 of the Public Resources Code of the State of California, as amended (the "Law"), and pursuant to an Indenture of Trust dated as of August 1, 2024, by and between the District and the Trustee (the "Indenture") and a resolution of the District adopted on July 16, 2024, authorizing the issuance of the Notes. The District may issue or incur additional

obligations payable from the same source of funds as the Notes, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the District) and all supplements thereto and to the Law for a description of the terms on which the Notes are issued, the provisions with regard to the nature and extent of the security for the repayment of the Notes and the rights thereunder of the owners of the Notes and the rights, duties and immunities of the Trustee and the rights and obligations of the District thereunder, to all of the provisions of which the Registered Owner of this Note, by acceptance hereof, assents and agrees. The Notes have been issued by the District to aid in financing the acquisition of lands and facilities pursuant to and in accordance with the Law.

The Notes are limited obligations of the District payable solely from limited ad valorem property taxes levied upon certain taxable property within the District by the Board of Supervisors of Alameda County and by the Board of Supervisors of Contra Costa County, and allocated to the District under applicable law, or from other funds legally available therefor. Neither the full faith and credit nor the taxing power of the District is pledged for the payment of the interest on or principal of the Notes, and the Notes are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any property of the District or any of its income or revenue.

The Notes maturing on or before May 1, 20__, shall not be subject to optional redemption prior to maturity. The Notes maturing on or after May 1, 20__, shall be subject to redemption at the option of the District in whole or in part on any date on or after May 1, 20__, from such maturities as are selected by the District (and by lot within a maturity) from any available source of funds, at a redemption price equal to the principal amount of Notes to be redeemed, plus accrued but unpaid interest to the redemption date, without premium.

The Term Notes maturing on May 1, 20__, are also subject to redemption in whole, or in part by lot, on May 1 in each year commencing May 1, 20__, from sinking fund payments made by the District, at a redemption price equal to the principal amount thereof to be redeemed, without premium, or in lieu thereof may be purchased as provided in the Indenture, in the aggregate respective principal amounts and on May 1 in the respective years as set forth in the following table:

Sinking Fund Redemption Date (May 1)	**Principal Amount to be Redeemed or Purchased**

As provided in the Indenture, notice of redemption shall be mailed by first class mail not less than 30 nor more than 60 days prior to the redemption date to the respective owners of any Notes designated for redemption at their addresses appearing on the Note registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest on such Notes. Each notice relating to an optional redemption of the Notes will further state that such redemption may be rescinded by the District on or prior to the date fixed for redemption.

If this Note is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

This Note is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee in San Francisco, California, 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 Note. Upon registration of such transfer a new Note or Notes, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The District and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the District and the owners of the Notes may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any outstanding Note or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the owner of such Note, or shall reduce the percentages of the owners required to effect any such modification or amendment.

Unless this certificate is presented by an authorized representative of The Depository Trust Company; a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein. It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Note do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Indenture.

It is hereby certified, recited and declared that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Note do exist, have happened or have been performed in due and regular time, form and manner as required by the Law and the laws of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Notes permitted to be issued under the Indenture.

This Note shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the East Bay Regional Park District has caused this Note to be executed in its name and on its behalf with the facsimile signature of its President of the Board and attested by the facsimile signature of its Treasurer of the Board, all as of the Dated Date specified above.

EAST BAY REGIONAL PARK DISTRICT

By:_____
President of the Board

ATTEST:

_____
Treasurer of the Board

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)
TO APPEAR ON NOTES)

This is one of the Notes described in the within-mentioned Indenture.

Dated: [_____]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By:_____
Its:_____

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Note and do(es) hereby irrevocably constitute and appoint

_____, attorney,

to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____ _____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor	NOTICE: The signature on this assignment must correspond with the name(s) as written on the face of the within Note in every particular without alteration or enlargement or any change whatsoever.

East Bay Regional Park District
2024 Promissory Notes

SB 450 Summary / Government Code 5852.1*

	Total Estimated Par Amount	**$39,045,000**
	Total Estimated Net Premium or (Net Original Discount)	**$4,375,431**
	Total Estimated Bond Proceeds	**$43,420,431**
A.	**True Interest Cost (TIC) of the Bonds**	**3.82%** [1]
B.	**Sum of all fees and charges paid to 3rd parties**	**$420,431**
	Cost of Issuance	260,000 [1]
	Underwriter's Discount	156,180 [1]
	Additional Proceeds	4,251 [1]
C.	**Bond Proceeds Net of Reserves, Capitalized Interest and 3rd Party Fees and Charges**	**$43,000,000**
	Bond proceeds	43,420,431 [1]
	Less Reserve Fund	- [1]
	Less Sum of all fees and charges paid to 3rd parties	(420,431) [1]
D.	**Total Payment Amount**	**$62,318,863**
	Total Principal and Interest to Maturity**	62,288,863 [1]
	Trustee Fee	30,000 [2]

*Summary reflects good faith estimates as of 6/6/24 and all costs associated with the financing; subject to change based on interest rates, market conditions, and other factors. Estimates do not impose any limitations or constraints upon authorized parameters, which differ from the estimates above

** Less Capitalized Interest, if any

Sources:

[1] Preliminary Cash Flows from Fieldman with market rates as of 6/6/24 plus 25 bps

[2] Per U.S. Bank, estimated 20 years at $1,500 per year

FIELDMAN | ROLAPP & ASSOCIATES

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
BOARD OF DIRECTORS MEETING
AGENDA STAFF REPORT

DATE	July 16, 2024
TITLE	Authorization to Approve a Resolution Waiving the 180-Day Waiting Period to Hire Retired CalPERS Member Ernie Haga as a Police Sergeant/Chief Helicopter Pilot
DIVISION	Human Resources
FROM	Allyson Cook, Assistant General Manager Human Resources
	Roberto Filice, Assistant General Manager of Public Safety and Chief of Police
APPROVED	Sabrina Landreth, General Manager

RECOMMENDATION

The General Manager recommends that the Board of Directors of the East Bay Regional Park District (Park District) approve an exception to the 180-day waiting period to hire retired CalPERS member Ernie Haga as Police Sergeant/Chief Helicopter Pilot pursuant to Government Code section 7522.56.

BACKGROUND

The Park District has employed Police Sergeant/Chief Helicopter Pilot, Ernie Haga, since July 3, 2021. Haga service retired from the Park District on June 15, 2024. In light of Haga's specials skills as a sworn Helicopter Pilot, the Public Safety Division has a significant need to retain him and hereby seeks an exception to the 180-day waiting period required in California Government Code section 7522.56

ANALYSIS

The Public Employees' Pension Reform Act of 2013 (PEPRA) made significant changes to the public employee pension laws in California. One of those changes requires retired annuitants to be separated from employment for at least one hundred and eighty (180) days before returning to work for an employer in the same retirement system from which they receive a pension. California Government Code section 7522.56(f). An exception to this rule may be made if the governing body adopts a Resolution waiving the waiting period that CalPERS requires before a retired annuitant can commence working for an employer in the same retirement system as long as the Park District certifies the annuitant meets one of the enumerated conditions set forth in Govt. Code section 7522.56(f). The Park District certifies that Haga meets the following conditions set forth in the Government Code: in that Haga will fill a critically needed position and is a retired public safety officer that will perform the functions regularly performed by a public safety officer. Govt. Code section 7522.56(f)(1),(4). The Public Safety Division has a number of vacancies in its sworn Police Officer ranks as well as vacancies in its Air Support Unit. This Unit recently moved to Livermore, California and the timing of this retirement is generally during a higher wildfire danger season. The vacancy of another pilot if not filled by retired annuitant Haga will cause the helicopters to be unavailable for a few days each week. The immediate need for Haga to return is to ensure sufficient number of pilots during wildfire season, assist in the transition of the newly promoted sergeant as well as several pertinent administrative projects. These projects include revision of the Air Support

Operation Manual, Update of the Hazardous Materials Business Plan, Update the FAA Part 133 External Load Manual. Review & Update the following: Aircrew training plans, training records, safety management system files. Additionally, Haga will assist in the recent transition of hangar facilities. Haga's work will be performed both in person and remotely. As a retired annuitant, Haga will be limited to working no more than 960 hours in fiscal year.

FISCAL IMPACT

No additional costs as the Police Sergeant/ Chief Helicopter Pilot position was funded in the 2024 Police Operations Department budget.

ATTACHMENTS

I. Conditional Job Offer Letter to Ernie Haga
II. Salary Schedule effective the first full pay period in April 2024

East Bay Regional Park District

EAST BAY REGIONAL PARK DISTRICT
RESOLUTION NO. 2024 – 07 -
JULY 16, 2024

AUTHORIZATION TO APPROVE A RESOLUTION WAIVING THE 180-DAY WAITING PERIOD TO HIRE RETIRED CALPERS MEMBER ERNIE HAGA AS A POLICE SERGEANT/CHIEF HELICOPTER PILOT

WHEREAS, in compliance with Government Code Section 7522.56, the East Bay Regional Park District (Park District) must provide CalPERS a duly authorized Resolution from its Board of Directors when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, Ernie Haga, CalPERS ID 3788401854, will retire from the Park District, Public Safety Division, from the position of Police Sergeant/Chief Helicopter Pilot, effective June 15, 2024; and

WHEREAS, California Government Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is December 12, 2024, unless there is formal approval from the governing body of the agency in a public meeting; and

WHEREAS, Government Code section 7522.56(g) provides that this exception to the 180-day waiting period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Park District and Ernie Haga certify that Ernie Haga has not and will not receive a Golden Handshake or any other retirement related incentive; and

WHEREAS, the entire employment agreement, contract or appointment document between Ernie Haga and the Park District has been reviewed by this governing body and is attached herein; and

WHEREAS, no matters, issues, terms, or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum monthly base salary for this position is currently $17,316.00 and the hourly equivalent is $99.90 while the minimum monthly base salary for this position currently is $13,896.13 and the hourly equivalent is $80.17; and

WHEREAS, the hourly rate paid to Ernie Haga will be $97.46; and

WHEREAS, Ernie Haga has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the East Bay Regional Park District hereby authorizes the nature of the appointment of Ernie Haga as described herein and detailed in the attached appointment document and that his appointment is necessary to fill the critically needed position of Police Sergeant/Chief Helicopter Pilot for the Park District from July 27, 2024 through July 27, 2025,

BE IT FURTHER RESOLVED, that the General Manager is hereby authorized and directed, on behalf of the Park District and in its name, to execute and deliver such documents and to do such acts as may be deemed necessary or appropriate to accomplish the intentions of this Resolution.

Moved by Director , and seconded by Director , and adopted July 16, 2024, by the following vote:

FOR:

AGAINST:
ABSTAIN:
ABSENT:

2950 PERALTA OAKS COURT • OAKLAND • CA • 94605-0381 • T: 1-888-EBPARKS • F: 510-569-4319 • TRS RELAY: 711 • EBPARKS.ORG

June 14, 2024

Ernest Haga
1385 Brookline Loop #8301
Pleasanton, CA 94566

RE: Condition Job Offer

Dear Ernest Haga:

The East Bay Regional Park District would like to extend a conditional job offer for the interim appointment as a temporary CalPERS Annuitant for the Police Sergeant/Chief Helicopter Pilot position in the Police Department within the Public Safety Division. This conditional job offer and appointment is contingent on the Park District's Board of Directors authorizing a Resolution and CalPERS' final approval waiving the 180 day waiting period for retired annuitants. You will hold this position while the recruitment to fill the Police Sergeant/Chief Helicopter Pilot permanently is being conducted. Your pay will be at (Step E) $97.46 per hour and limited to working no more than a 40-hour work week. This position is classified as "nonexempt." You will be paid on a biweekly basis. This classification is designated as "at-will" and serves at the pleasure of the General Manager. This assignment is temporary, and you cannot work more than 960 hours in a fiscal year. Your anticipated start date is Saturday, July 27, 2024. Your schedule will vary based upon the operational needs of the department but will be subject to the 960-hour limit.

East Bay Regional Park District—Livermore Hanger
704 Terminal Circle, Livermore CA 94551

Due to COVID-19, it will be required that you follow all safety and building entry protocols outlined in the Park District's COVID-19 Prevention Program. Masks are strongly recommended and only required for individuals who were recently positive or symptomatic individuals who were identified as a close contact to someone who was positive within the last 10 days. CPP training is required for all Park District employees and if you have not completed it within the past year, you will be required to complete it on your first day. Every employee is responsible for understanding and following the building entry protocols, and for continuing to practice preventative measures for their own safety and the safety of their coworkers and families.

Your position is not affiliated with a union and is considered part of unrepresented Management since you are a retired annuitant. This classification is designated as "at-will" and serves at the pleasure of the General Manager. You will be contacted directly by our Human Resources office to complete the necessary new hire paperwork required of retired annuitants.

You must respond to this email no later than three (3) working days of receiving this email if the terms of this conditional job offer are acceptable. If you have any questions or concerns, please contact me at KDey@ebparks.org.

Board of Directors

Elizabeth Echols, President, Ward 1
Ellen Corbett, Vice President, Ward 4
John Mercurio, Treasurer, Ward 6
Olivia Sanwong, Secretary, Ward 5
Dee Rosario, Ward 2
Dennis Waespi, Ward 3
Colin Coffey, Ward 7
Sabrina Landreth, General Manager

We look forward to having you join the Park District!

Regards,
Kate Dey
East Bay Regional Park District
Human Resources Department

East Bay Regional Park District

Salary Schedule - Police Association

Annual Wage Increase per Resolution 2022-12-316:
Effective the first full pay period that includes October 2022, a wage increase of 3.0% is authorized for both Sworn and Non-Sworn.
Effective the first full pay period that includes October 2023, a wage increase of 3.0% is authorized for both Sworn and Non-Sworn.
Effective the first full pay period that includes February 2024, a wage increase of 1.0% is authorized for both Sworn and Non-Sworn.
Effective the first full pay period that includes October 2024, a wage increase of 3.0% is authorized for both Sworn and Non-Sworn.
Effective the first full pay period that includes February 2025, a wage increase of 1.0% is authorized for both Sworn and Non-Sworn.
Effective the first full pay period of February 2023, a modified salary step structure shall be implemented as set forth in Appendix A of the Police Association MOU.
Salary revision date: 03/09/2024
Salary adoption date: 03/05/2024

Classification: CDIS COMMUNICATIONS DISPATCHER **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA02 **Note:**

Step		Hourly	Monthly
A	START	$38.72	$6,711.46
B	12 MONTHS	$40.66	$7,047.73
C	24 MONTHS	$42.69	$7,399.60
D	36 MONTHS	$44.82	$7,768.80
E	48 MONTHS	$47.08	$8,160.53
F	60 MONTHS	$49.43	$8,567.86
G	96 MONTHS	$50.66	$8,781.06

Classification: DSUP DISPATCH SUPERVISOR **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PAO? **Note:**

Step		Hourly	Monthly
A	START	$45.67	$7,916.13
B	6 MONTHS	$47.94	$8,309.60
C	12 MONTHS	$50.35	$8,727.33
D	24 MONTHS	$52.86	$9,162.40
E	36 MONTHS	$55.51	$9,621.73
F	72 MONTHS	$56.89	$9,860.93

Classification: FCAP **FIRE** CAPTAIN **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA08 **Note:**

Step		Hourly	Monthly
A	START	$63.49	$11,004.93
B	6 MONTHS	$66.66	$11,554.40
C	18 MONTHS	$69.99	$12,131.60
D	30 MONTHS	$73.50	$12,740.00
E	42 MONTHS	$77.17	$13,376.13
F	78 MONTHS	$79.09	$13,708.93

Classification: PSAD P/S SYSTEMS ADMINISTRATOR **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA06 **Note:**

Step		Hourly	Monthly
A	START	$43.36	$7,515.73
B	12 MONTHS	$45.53	$7,891.86
C	24 MONTHS	$47.81	$8,287.06
D	36 MONTHS	$50.20	$8,701.33
E	48 MONTHS	$52.71	$9,136.40
F	60 MONTHS	$55.35	$9,594.00
G	96 MONTHS	$56.73	$9,833.20

Classification: PSVC P/S VOLUNTEER COORDINATOR **Daily Hours:** 8 **Effective:** 02/10/2024

Range: PA04 **Note:**

Step		Hourly	Monthly
A	START	$41.48	$7,189.86
B	12 MONTHS	$43.55	$7,548.66
C	24 MONTHS	$45.73	$7,926.53
D	36 MONTHS	$48.02	$8,323.46
E	48 MONTHS	$50.41	$8,737.73
F	60 MONTHS	$52.94	$9,176.26
G	96 MONTHS	$54.26	$9,405.06

Classification: POHP POLICE OFFCR/HELICOPTER PILOT **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA09 **Note:**

Step		Hourly	Monthly
A	START	$49.27	$8,540.13
B	12 MONTHS	$51.73	$8,966.53
B1	ASSIGNED TO ASU	$67.26	$11,658.40
C	24 MONTHS	$70.62	$12,240.80
D	36 MONTHS	$74.14	$12,850.93
E	48 MONTHS	$77.86	$13,495.73
F	60 MONTHS	$81.75	$14,170.00
G	96 MONTHS	$83.79	$14,523.60

Classification: POLO POLICE OFFICER **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA05 **Note:**

Step		Hourly	Monthly
A	START	$49.27	$8,540.13
B	12 MONTHS	$51.73	$8,966.53
C	24 MONTHS	$54.32	$9,415.46
D	36 MONTHS	$57.02	$9,883.46
E	48 MONTHS	$59.89	$10,380.93
F	60 MONTHS	$62.87	$10,897.46
G	96 MONTHS	$65.40	$11,336.00

Classification: POLR POLICE OFFICER RECRUIT **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA03 **Note:**

Step		Hourly	Monthly
A	START	$40.50	$7,020.00

Classification: POLS POLICE SERGEANT **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA11 **Note:**

Step		Hourly	Monthly
A	START	$63.49	$11,004.93
B	6 MONTHS	$66.66	$11,554.40
C	18 MONTHS	$69.99	$12,131.60
D	30 MONTHS	$73.50	$12,740.00
E	42 MONTHS	$77.17	$13,376.13
F	78 MONTHS	$79.87	$13,844.13

Classification: PST1 POLICE SERVICES TECHNICIAN I **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA00 **Note:**

Step		Hourly	Monthly
A	START	$34.26	$5,938.40
B	12 MONTHS	$35.11	$6,085.73

C	24 MONTHS	$36.00	$6,240.00
D	36 MONTHS	$36.89	$6,394.26
E	48 MONTHS	$37.81	$6,553.73
F	60 MONTHS	$38.76	$6,718.40
G	96 MONTHS	$39.73	$6,886.53

Classification: PST2 POLICE SERVICES TECHNICIAN II **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA01 **Note:**

Step		Hourly	Monthly
A	START	$35.68	$6,184.53
B	12 MONTHS	$37.46	$6,493.06
C	24 MONTHS	$39.33	$6,817.20
D	36 MONTHS	$41.31	$7,160.40
E	48 MONTHS	$43.37	$7,517.46
F	60 MONTHS	$45.54	$7,893.60
G	96 MONTHS	$46.68	$8,091.20

Classification: SGHP POLICE SGT/HELICOPTER PILOT **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA10 **Note:**

Step		Hourly	Monthly
A	START	$80.17	$13,896.13
B	6 MONTHS	$84.19	$14,592.93
C	18 MONTHS	$88.41	$15,324.40
D	30 MONTHS	$92.82	$16,088.80
E	42 MONTHS	$97.46	$16,893.06
F	78 MONTHS	$99.90	$17,316.00

Classification: PESP PROPERTY & EVIDENCE SPECIALIST **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA01 **Note:**

Step		Hourly	Monthly
A	START	$35.68	$6,184.53
B	12 MONTHS	$37.46	$6,493.06
C	24 MONTHS	$39.33	$6,817.20
D	36 MONTHS	$41.31	$7,160.40
E	48 MONTHS	$43.37	$7,517.46
F	60 MONTHS	$45.54	$7,893.60
G	96 MONTHS	$46.68	$8,091.20

Classification: PESV PROPERTY & EVIDENCE SUPERVISOR **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA02 **Note:**

Step		Hourly	Monthly
A	START	$38.72	$6,711.46
B	12 MONTHS	$40.66	$7,047.73
C	24 MONTHS	$42.69	$7,399.60
D	36 MONTHS	$44.82	$7,768.80
E	48 MONTHS	$47.08	$8,160.53
F	60 MONTHS	$49.43	$8,567.86
G	96 MONTHS	$50.66	$8,781.06

Classification: SPOL SEASONAL POLICE OFFICER **Daily Hours:** 8 **Effective:** 02/10/2024
Range: PA13 **Note:**

Step		Hourly	Monthly
A	START	$49.27	$8,540.13

B	12 MONTHS	$51.73	$8,966.53
C	24 MONTHS	$54.32	$9,415.46
D	36 MONTHS	$57.02	$9,883.46
E	48 MONTHS	$59.89	$10,380.93
F	60 MONTHS	$62.87	$10,897.46
G	96 MONTHS	$64.46	$11,173.06

Classification: SSSV SUPPORT SERVICES SUPERVISOR **Daily Hours:** 8 **Effective:** 02/10/2024

Range: PA12 **Note:**

Step		Hourly	Monthly
A	START	$48.90	$8,476.00
B	12 MONTHS	$51.35	$8,900.66
C	24 MONTHS	$53.91	$9,344.40
D	36 MONTHS	$56.61	$9,812.40
E	48 MONTHS	$59.44	$10,302.93
F	60 MONTHS	$62.42	$10,819.46
G	96 MONTHS	$63.97	$11,088.13

Salary amounts do not include incentive pay.

NEWSCLIPS

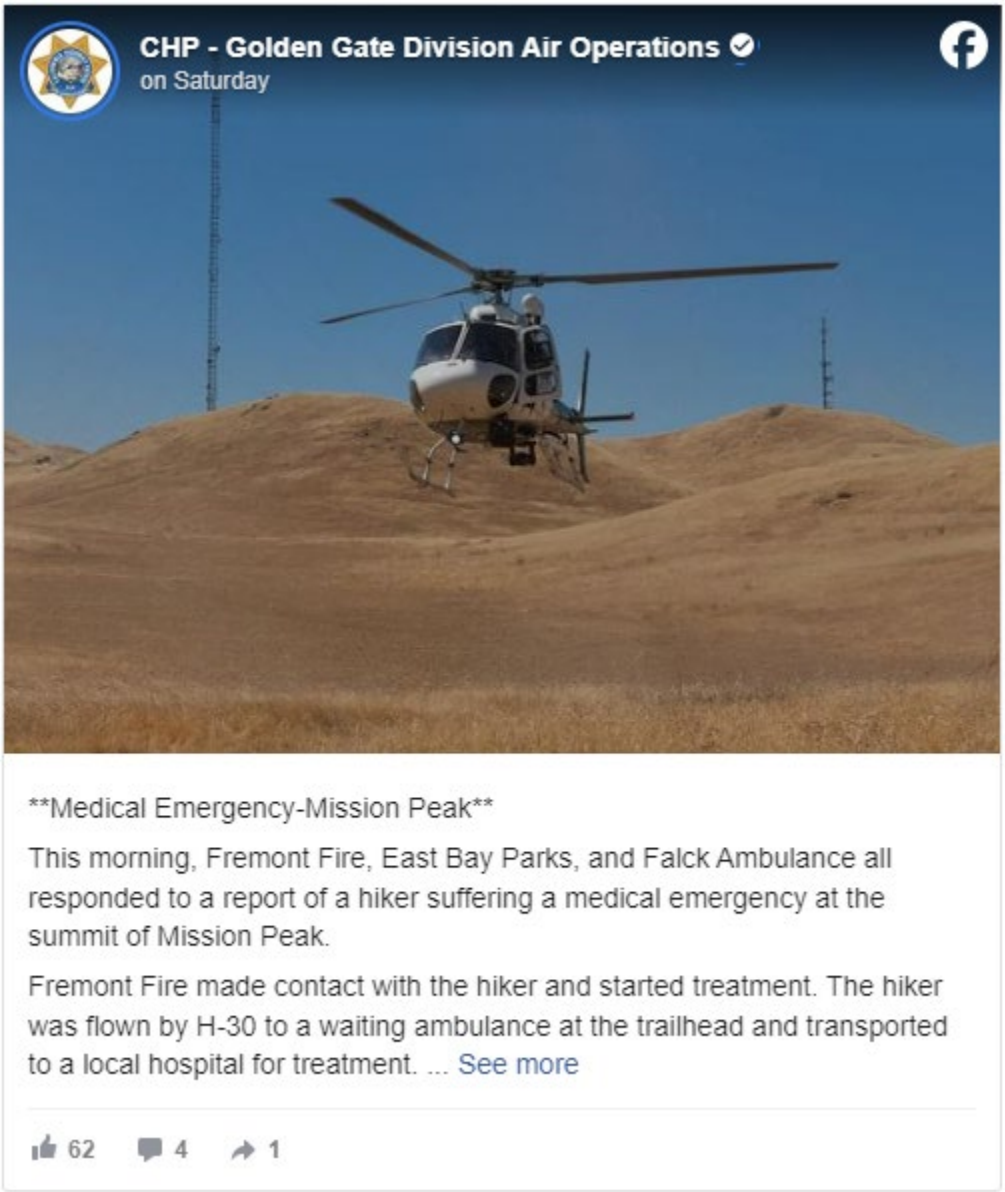
hoodline
OAKLAND

HIKER RESCUED BY AIR FROM MISSION PEAK AMID MEDICAL CRISIS, FIRST RESPONDERS RAPIDLY COORDINATE EFFORTS

By Nina Singh-Hudson

Published on July 08, 2024

A hiker experiencing a medical crisis atop Mission Peak was airlifted to safety in a carefully coordinated rescue effort last Saturday morning, according to the California Highway Patrol's Golden Gate Division Air Operations. The emergency services, including Fremont Fire, East Bay Parks, and Falck Ambulance, worked together seamlessly to provide swift assistance to the distressed individual. They were able to stabilize the hiker before transportation.



After receiving reports of the hiker's condition, the response teams converged at the popular hiking destination in the East Bay hills. Fremont Fire was the first to make contact and begin the necessary medical treatment as East Bay Parks and Falck Ambulance supported the operation. The urgency of the situation, underscored by the hiker's remote location, prompted the air rescue. After initial treatment efforts were administered on the scene, the CHP's helicopter unit, H-30, was called to extract the hiker from the summit. There was little time wasted in whisking them away to a waiting ambulance.

Upon safely reaching the base of the trail, the hiker was further attended to by waiting medical personnel and then transported to a local hospital to receive more comprehensive treatment. Details on their condition have not been released, allowing for patient privacy and medical confidentiality.

THE ANTIOCH HERALD
THE NEWS OF, BY AND FOR THE PEOPLE.

East Bay Park CLOSURES extended through Saturday; REOPENING Sunday, July 7

Swim facilities, shoreline regional parks remain open

By Jen Vanya, Public Information Specialist, East Bay Regional Park District

Parks previously closed by the East Bay Regional Park District will remain closed through Saturday and will reopen Sunday morning. Some hill and inland East Bay Regional Parks were closed on Tuesday, July 2, due to extreme fire conditions and excessive heat.

Park status is subject to change depending on conditions. Check www.ebparks.org before heading to a park.

The National Weather Service-Bay Area has extended its Red Flag through Saturday, July 6, with Level 2 restrictions in effect DISTRICT WIDE. A Red Flag Warning means that dry and windy conditions are expected, leading to extreme fire weather risks.

Level 2 Extreme Fire Danger Restrictions Include:

No smoking. Smoking is prohibited in all regional parks, trails, and shorelines. (Prohibited year-round)

NO fireworks. Fireworks are not permitted in any Regional Parks. (Prohibited year-round)

No open fires or barbecues of any type. Only gas-fueled stoves are allowed.

Drive only on designated roadways – no off-road driving. Do not drive or park on dry grass, as heat from a vehicle's undercarriage can start a fire.

Secure all tow chains – dragging tow chains can spark fires.

Parks Closed and Reopening Sunday:

- Anthony Chabot
- Bishop Ranch
- Black Diamond Mines
- Briones
- Brushy Peak
- Carquinez/Crockett Hills
- Claremont Canyon
- Contra Loma
- Deer Valley
- Dry Creek
- Diablo Foothills (trails closed)
- Dublin Hills
- Five Canyons
- Garin
- Huckleberry
- Las Trampas
- Leona Canyon
- Mission Peak
- Morgan Territory
- Ohlone
- Pleasanton Ridge
- Round Valley
- Sibley
- Sobrante Ridge
- Sunol
- Sycamore Valley
- Tilden (trails closed)
- Vargas Plateau
- Vasco Caves
- Vasco Hills
- Waterbird
- Wildcat Canyon

Anthony Chabot Campground will remain closed through Sunday, July 7. Please check www.ebparks.org/alerts-closures for the most updated information.

Swim facilities and Shoreline Regional Parks will remain open. Follow these safety tips:

Avoid the hottest part of the day. If you do visit, go in the morning or early evening when it is cooler.

Drink plenty of fluids to stay hydrated.

Wear sunscreen and lightweight, light-colored clothing.

Avoid drinking alcohol and caffeine, which can worsen the heat's effects on your body.

Don't forget your pets! Carry water for them.

The East Bay Regional Park District is the largest regional park system in the nation, comprising 73 parks, 55 miles of shoreline, and over 1,330 miles of trails for hiking, biking, horseback riding, and environmental education. The Park District receives an estimated 30 million visits annually throughout Alameda and Contra Costa counties in the San Francisco Bay Area.

East Bay Regional Park District Extends Park Closures Due To Fire Danger

July 6, 2024 - 10:00 AM

The East Bay Regional Park District has extended the closures of its hills and inland parks until Sunday morning due to the high fire danger caused by this week's heat wave.

The district said Friday the move comes after the National Weather Service extended its red flag warning through Saturday, meaning dry and windy conditions are expected, leading to extreme fire weather risks.

Swim facilities and shoreline parks will remain open. The district still urges people at the swim facilities and shoreline parks to follow safety rules and tips, including avoiding the hottest part of the day.

People should drink plenty of fluids to stay hydrated and wear sunscreen and lightweight, light-colored clothing, and should avoid drinking alcohol and caffeine, which can worsen the heat's effects on their body, according to the district.

No open fires or barbecues of any type are allowed. Gas-fueled stoves are permitted.

The district asks people to stay on designated roads, with no off-road driving. Heat from a vehicle's undercarriage can start a fire. And secure all tow chains — dragging tow chains can also spark fires.

Patch

Update: 32 Parks Remain Shuttered Into Weekend

The East Bay Regional Park District has extended closures.

Bea Karnes, Patch Staff

Posted Fri, Jul 5, 2024 at 8:21 am PT | Updated Fri, Jul 5, 2024 at 3:01 pm PT

On March 30, 2024, amidst the stunning scenery of Vargas Plateau in Fremont, the day unfolded in all its splendor. (Deepak Somashekhara)

EAST BAY, CA — As a brutal heat wave continues its grip on the Bay Area, the East Bay Regional Park District announced that it will extend its closure of 32 parks through Saturday because of extreme fire conditions and excessive heat.

The move was made after the National Weather Service extended a Red Flag Warning and Excessive Heat Warning through Saturday.

Anthony Chabot Campground will be closed through the weekend.

The following parks are closed through Saturday:

- Anthony Chabot
- Bishop Ranch
- Black Diamond Mines
- Briones
- Brushy Peak
- Carquinez/Crockett Hills
- Claremont Canyon
- Contra Loma
- Deer Valley
- Dry Creek
- Diablo Foothills (trails closed)
- Dublin Hills
- Five Canyons
- Garin
- Huckleberry
- Las Trampas
- Leona Canyon
- Mission Peak

- Morgan Territory
- Ohlone
- Pleasanton Ridge
- Round Valley
- Sibley
- Sobrante Ridge
- Sunol
- Sycamore Valley
- Tilden (trails closed)
- Vargas Plateau
- Vasco Caves
- Vasco Hills
- Waterbird
- Wildcat Canyon

Swim facilities and Shoreline Regional Parks will remain open.

Bottom of Form

The park district offers these safety tips for enjoying parks during the heat wave:

Avoid the hottest part of the day. If you do visit, go in the morning or early evening when it is cooler.

Drink plenty of fluids to stay hydrated.

Wear sunscreen and lightweight, light-colored clothing.

Avoid drinking alcohol and caffeine, which can worsen the heat's effects on your body.

Don’t forget your pets! Carry water for them.

No smoking. Smoking is prohibited in all regional trails, parks, and shorelines.

No open fires or barbecues of any type. Gas-fueled stoves are permitted.

Stay on designated roads – no off-road driving. Heat from a vehicle's undercarriage can start a fire.

Secure all tow chains – dragging tow chains can spark fires.

EAST BAY REGIONAL PARK CLOSURES EXTENDED THROUGH FRIDAY

Press Release

written by CC News July 4, 2024

The East Bay Regional Park District announced Thursday that previous park closures will remain closed due to extreme fire conditions and excessive heat.

Parks closed Tuesday by the East Bay Regional Park District will remain closed during this week's increased temperatures and extreme fire danger (subject to change). The National Weather Service extended a Red Flag Warning and Excessive Heat Warning through Saturday, July 6. The Park District will reassess conditions and provide additional information Friday evening.

A Red Flag Warning means that dry and windy conditions are expected, leading to extreme fire weather risks. The Park District closed the following parks/areas below on July 2.

Park Closures:

- Wildcat Canyon
- Tilden (trails only)
- Huckleberry
- Sibley
- Leona Canyon
- Claremont Canyon
- Anthony Chabot
- Sobrante Ridge
- Sunol
- Ohlone
- Mission Peak
- Vargas Plateau
- Five Canyons
- Garin/Dry Creek
- Pleasanton Ridge
- Dublin Hills
- Sycamore Valley
- Bishop Ranch
- Las Trampas
- Briones
- Carquinez/Crockett Hills
- Black Diamond Mines
- Contra Loma
- Deer Valley
- Round Valley

- Morgan Territory
- Brushy Peak
- Vasco Hills
- Vasco Caves
- Waterbird

Also, Anthony Chabot Campground will be closed through the weekend. Please check www.ebparks.org/alerts-closures for the most updated information.

Swim facilities and Shoreline Regional Parks will remain open. Follow these safety rules and tips:

Avoid the hottest part of the day. If you do visit, go in the morning or early evening when it is cooler.

Drink plenty of fluids to stay hydrated.

Wear sunscreen and lightweight, light-colored clothing.

Avoid drinking alcohol and caffeine, which can worsen the heat's effects on your body.

Don't forget your pets! Carry water for them.

No smoking. Smoking is prohibited in all regional trails, parks, and shorelines.

No open fires or barbecues of any type. Gas-fueled stoves are permitted.

Stay on designated roads – no off-road driving. Heat from a vehicle's undercarriage can start a fire.

Secure all tow chains – dragging tow chains can spark fires.

The East Bay Regional Park District is the largest regional park system in the nation, comprising 73 parks, 55 miles of shoreline, and over 1,330 miles of trails for hiking, biking, horseback riding, and environmental education. The Park District receives an estimated 30 million visits annually throughout Alameda and Contra Costa counties in the San Francisco Bay Area.

THE ANTIOCH HERALD
THE NEWS OF, BY AND FOR THE PEOPLE.

PARK HAPPENINGS FOR JULY: NEWS FROM THE EAST BAY REGIONAL PARK DISTRICT

Source: EBRPD

No fireworks in the parks, feedback needed on Briones Pilot Project, campfire, state bat-related activities, save the date for National Night out

For information regarding recent park closures due to increased wildfire risk, visit www.ebparks.org/about-us/whats-new/news/swim-facilities-and-shoreline-regional-parks-remain-open-through-heat-event.

By Dave Mason, Public Information Supervisor, Public Affairs, East Bay Regional Park District

Fire Safety Advisory – Fireworks are not allowed in East Bay Regional Parks. July is a special month full of sunny days and warm summer nights. It's also a time to take extra precautions due to the increased risk of wildfires in Regional Parks and neighboring communities. With July 4th celebrations coming up this week, remember that **fireworks are *not* allowed in Regional Parks or shorelines.**

Wildfire safety remains one of the East Bay Regional Park District's top priorities. Be fire smart and aware of fire danger levels, red flag warnings, and fire safety. The Park District urges all visitors to enjoy their Regional Parks safely and responsibly. Be prepared for the upcoming wildfire season – visit www.ebparks.org and search for "Fire Safety Tips."

Lakeside Laps on July 20 at Lake Chabot Regional Park. Lakeside Laps is a trail running and walking event hosted by the Regional Parks Foundation in partnership with Brazen Racing Sports & Community. In celebration of the East Bay Regional Park District's 90th Anniversary, Lakeside Laps proceeds will benefit the Regional Parks Foundation and its mission to connect youth with nature and expand access to parks.
Register today for the family-friendly Trout Trot 5K, 10K, or half marathon – all fitness levels are welcome! The Finish Line Festival will feature snacks, vendors, photo walls, awards, and more. Food and beverages provided by Equator Coffee, Harmless Harvest, and Drake's Brewing Company. For registration info, start times, and general event information, visit www.brazenracing.com/lakesidelaps.

Photo by Jen Vanya. Source: EBRPD

Feedback Needed on the Briones Pilot Project. The Briones Pilot Project was launched in April 2023 in a portion of Briones Regional Park to test new ways to safely share trails, improve the trail experience, and protect habitat, wildlife, and watersheds. At the recent Briones Pilot Project Community check-in meeting, about 75 community members – hikers, cyclists, and equestrians – joined the East Bay Regional Park District staff to discuss the first year of the pilot project and provide their feedback on what has improved and where

challenges remain. Feedback is needed! Visit the project webpage to fill out an online survey or drop a comment on the interactive map at www.ebparks.org/BPP.

Photo by Carl La Rue. Source: EBRPD

Save the Date: National Night Out on August 6 at Lake Chabot. An exciting evening of community bonding and fun at Lake Chabot awaits! The East Bay Regional Park District is hosting its second annual National Night Out on August 6 from 4-7 p.m. at Lake Chabot Regional Park, where parkgoers are invited to come together to celebrate and strengthen community ties. Meet the Park District's public safety officers, firefighters, lifeguards, and park rangers who are instrumental in keeping the community safe. Visit with Park District naturalists at the Mobile Visitor Center and learn about the nature exhibits on display. Stroll around Lake Chabot and enjoy the lake's serene beauty. All are welcome to this FREE event. For more information, visit www.ebparks.org/nno.

Family campfire with co-op group at Lake Del Valle. *Photo: EBRPD*

Campfire gatherings first became popular in the United States around the turn of the last century, with growth in the National Park system. At the time, there was an incentive to get more children out of urban cities and into the nature of these new National Parks, and the result was the emergence of summer camps and campfire programs. By the 1920s, more than 1,000 summer camps were offering outdoor activities such as canoeing,

archery, hiking, arts and crafts, and fire-making. These camps also developed new traditions like campfires, s'mores, and sing-a-longs. Today, this tradition continues throughout the East Bay Regional Park District.

Experience unforgettable evenings under the stars with captivating campfire programs at Del Valle Regional Park, Big Break Regional Shoreline, Dumbarton Quarry Campground on the Bay, and Anthony Chabot Campground. These family-friendly events offer nature education, storytelling, and stargazing, while fostering a deep appreciation for the outdoors. Engage in hands-on activities, learn about local wildlife, and connect with the community around the warmth of the fire with naturalist-led campfire programs. Go to www.ebparks.org/calendar and search for "campfire." Campfire programs are subject to change due to Park District fire restrictions and National Weather Services-Bay Area Fire Advisories and Red Flag Warnings.

CA State Bat golden-haired pallid bat. *Photo: EBRPD*

Did you know that California has a state bat? The pallid bat was designated as the California state bat in October 2023. Its golden fur, diverse range of habitats, and positive effects on the environment fit in well with the rest of the Golden State's symbols. These golden-haired pallid bats, as well as other bat species, are found at parks throughout East Bay Regional Park District. Join Park District naturalists for bat-related activities all summer long! Go to www.ebparks.org/calendar and search for "bats." Learn more about the bats of the East Bay at www.ebparks.org/programs/digital-learning/naturalist-videos/plants-animals/bats.

*The **East Bay Regional Park District** is the largest regional park system in the nation, comprising 73 parks, 55 miles of shoreline, and over 1,330 miles of trails for hiking, biking, horseback riding, and environmental education. The Park District receives an estimated 30 million visits annually throughout Alameda and Contra Costa counties in the San Francisco Bay Area.*

THE ANTIOCH HERALD
THE NEWS OF, BY AND FOR THE PEOPLE.

SWIM FACILITIES, SHORELINE REGIONAL PARKS TO REMAIN OPEN THROUGH HEAT EVENT

Source: EBRPD

Hills and inland East Bay Regional Parks closed due to extreme fire conditions, excessive heat

Contra Loma Park in Antioch closed, Ambrose Aquatic Center in Pittsburg open

By Dave Mason Public Information Supervisor, Public Affairs East Bay Regional Park District

Many East Bay Regional Parks will remain open for visitors during this week's increased temperatures. Park guests are encouraged to take special precautions to prepare for the heat while enjoying the open shoreline parks and swimming facilities.

The National Weather Service-Bay Area issued a Red Flag Warning and Excessive Heat Warning for inland East Bay areas and an Excessive Heat Watch for coastal and bayside areas beginning Monday, July 1, at 11 p.m. The Red Flag Warning means that dry and windy conditions are expected, leading to extreme fire weather risks.

Due to possible high fire risk, the Park District will be closing the parks/areas below beginning Tuesday, July 2, through Friday morning (subject to change).

Park Closures:

- Wildcat Canyon
- Tilden
- Sunol
- Ohlone
- Sycamore Valley
- Bishop Ranch
- Las
- Deer Valley
- Round Valley

(trails only)
- Huckleberry
- Sibley
- Leona Canyon
- Claremont Canyon
- Anthony Chabot
- Sobrante Ridge
- Mission Peak
- Vargas Plateau
- Five Canyons
- Garin/Dry Creek
- Pleasanton Ridge
- Dublin Hills
- Trampas
- Briones
- Carquinez/Crockett Hills
- Black Diamond Mines
- Contra Loma
- Morgan Territory
- Brushy Peak
- Vasco Hills
- Vasco Caves
- Waterbird

Swim facilities and Shoreline Regional Parks will remain open. Follow these safety rules and tips:

- Avoid the hottest part of the day. If you do visit, go in the morning or early evening when it is cooler.
- Drink plenty of fluids to stay hydrated.
- Wear sunscreen and lightweight, light-colored clothing.
- Avoid drinking alcohol and caffeine, which can worsen the heat's effects on your body.
- Don't forget your pets! Carry water for them.
- Swim only in designated areas.
- No smoking. Smoking is prohibited in all regional trails, parks, and shorelines.
- No open fires or barbecues of any type. Gas-fueled stoves are permitted.
- Stay on designated roads – no off-road driving. Heat from a vehicle's undercarriage can start a fire.
- Secure all tow chains – dragging tow chains can spark fires.

Contra Loma Park & Swimming Lagoon in Antioch Closed, Ambrose Aquatic Center in Pittsburg Open

The Contra Loma Swim Lagoon is closed for the 2024 swim season and has been closed for the past few years due to ongoing renovations.

However, the Park District has partnered with the City of Pittsburg and the Ambrose Parks and Recreation District to provide alternative swim access and programs at Ambrose Aquatic Center in Pittsburg. The District's support allows the Aquatic Center to be opened seven days a week during the 2024 swim season. Visit www.ambroserec.org/ambrose-aquatic-center for more information.

See updated list of park closures.

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CASTRO VALLEY FORUM
A COMMUNITY NEWSPAPER SERVING CASTRO VALLEY SINCE 1989

Lake Chabot Runner Rescued

Jul 3, 2024

Written By CASTRO VALLEY FORUM

First responders rescued a 30-year-old woman on June 20, 2024, at around noon following a fall that resulted in a broken ankle. The woman had been running along trails in the back half of Lake Chabot Regional Park when she fell and broke her left ankle. A fellow runner was able to call in the emergency. Alameda County Fire Department (ACFD) Engines 25 and 26 responded to the emergency along with the East Bay Regional Parks District Fire Department (EBRPD), the Oakland Fire Department (OFD), and the Alameda County Sheriff's Office (ACSO). Crews transported the woman out of the park on a special gurney with a single mountain bike wheel that could handle the rough terrain.

EAST BAY TIMES

Which Bay Area parks are closed due to the heat?

Some East Bay, Peninsula parks closed due to fire risk

By CAELYN PENDER | Bay Area News Group

PUBLISHED: July 2, 2024 at 11:30 a.m. | UPDATED: July 6, 2024 at 8:10 a.m.

Athan State, 5, of Concord, stays cool while playing in the spray ground at the Pleasant Hill Aquatic Park in Pleasant Hill, Calif., on Monday, July 1, 2024. The Bay Area will be under a heat advisory by the National Weather Service from Tuesday to Friday with temperatures reaching an estimated 111 degrees in East County. (Jose Carlos Fajardo/Bay Area News Group)

As intense heat sweeps through the Bay Area this week, some parks are closed due to high fire risks.

The National Weather Service issued an excessive heat warning for the Bay Area beginning Tuesday, with the highest temperatures expected in the hills and inland.

Many East Bay Regional Parks, such as shoreline parks and swimming facilities, remain open during the heat wave, but officials warned park guests to take extra precautions due to the heat. Other parks (see below) will be closed due to extreme fire danger.

In an email announcement, the East Bay Regional Parks District recommended avoiding parks during the hottest parts of the day, wearing light clothing, drinking plenty of water and wearing sunscreen. They also advised to avoid alcohol and caffeine, which worsen the effects of heat on the body, and remember water for pets.

In the Midpeninsula Regional Open Space, some trails and parts of parks are closed on Tuesday due to a red flag warning issued for the Santa Cruz Mountains by the NWS, indicating extreme fire behavior. Stoves will not be allowed in the Black Mountain backpack camp at Monte Bello Open Space Preserve.

To help prevent fires from starting, Midpeninsula officials asked park-goers to avoid driving off roads, using mowers or other power tools and lighting flames, including in fire pits and barbecues.

The city of Concord has also closed some parks following a recommendation from Contra Costa County Fire Protection District, according to a city alert. There are currently no park closures in Santa Clara County.

In the East Bay, the following regional parks are closed from Tuesday until Friday morning:

- Wildcat Canyon
- Tilden (trails only)
- Huckleberry
- Sibley
- Leona Canyon
- Claremont Canyon
- Anthony Chabot
- Sobrante Ridge
- Sunol
- Ohlone
- Mission Peak
- Vargas Plateau
- Five Canyons
- Garin/Dry Creek
- Pleasanton Ridge
- Dublin Hills
- Sycamore Valley
- Bishop Ranch
- Las Trampas
- Briones
- Carquinez/Crockett Hills
- Black Diamond Mines
- Contra Loma
- Deer Valley
- Round Valley
- Morgan Territory
- Brushy Peak
- Vasco Hills
- Vasco Caves
- Waterbird

In Contra Costa County, the following parks are closed from Tuesday through Wednesday evening:

- Lime Ridge Open Space
- open space trails in Newhall Community Park

On the Peninsula, the following parks will be closed on Tuesday due to the red flag warnings:

- Grasshopper Loop, Harrington Creek and Folger Ranch Loop trails in lower La Honda Creek Preserve
- Mindego Hill area in Russian Ridge Preserve
- Wilbur's Watch Trail in Cloverdale Range Preserve

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OAKLAND

MULTI-AGENCY FIREFIGHTING EFFORTS CONTAIN OAKLAND/BERKELEY HILLS BLAZE, ILLEGAL FIREWORKS SUSPECTED AS CAUSE

By Emily Johnson

Published on July 02, 2024

Source: Google

A brush fire that scorched two acres of land in the Oakland/Berkeley Hills above the UC Berkeley campus was extinguished after coordinating multiple fire agencies yesterday evening. According to ABC7 News, the fire was reported just after 9:30 p.m. near Centennial Drive and Grizzly Peak Boulevard. Despite the potential for danger in an area dense with dry vegetation, officials stated that no one was injured and no buildings were threatened by the blaze.

The combined efforts of the Oakland, Berkeley, and Contra Costa County fire departments, alongside East Bay Regional Park District firefighters, contributed to halting the fire's advance. The Oakland Fire Department posted on X, "Just after 9pm, Oakland Fire joined units from @BerkeleyProFire, @EBRPD and @ContraCostaFire to stop forward progress and contain a vegetation fire near Centennial Drive & Grizzly Peak." The fire was declared under control shortly thereafter.

While the cause of the fire remains under investigation, there are hints that it could have been started by illegal fireworks. ABC7 News reported finding what appeared to be a box of fireworks near the site of the fire. Authorities also received reports of illegal fireworks going off in the vicinity before the emergency response, though no individuals were located at the scene.

CONCORD CLAYTON PLEASANT HILL
THE PIONEER

Red Flag Warning: Briones, Black Diamond and Morgan Territory among parks closed this week

By The Pioneer | July 2, 2024

Black Diamond Regional Park will close this week due to high fire dangers.

Photo: Pete Cruz

CONTRA COSTA COUNTY, CA (July 2, 2024) — Many East Bay Regional Parks will remain open for visitors during this week's increased temperatures. Officials encourage park guests to take special precautions to prepare for the heat while enjoying the open shoreline parks and swimming facilities.

The National Weather Service-Bay Area issued a Red Flag Warning and Excessive Heat Warning for inland East Bay areas and an Excessive Heat Watch for coastal and bayside areas beginning Monday, July 1, at 11 p.m. The Red Flag Warning means to expect dry and windy conditions, leading to extreme fire weather risks.

Due to possible high fire risk, the Park District will close the parks/areas below beginning Tuesday, July 2, through Friday morning (subject to change).

Park Closures:

- Wildcat Canyon
- Tilden (trails only)
- Huckleberry
- Sibley
- Leona Canyon
- Claremont Canyon
- Anthony Chabot
- Sobrante Ridge
- Sunol
- Ohlone
- Mission Peak
- Vargas Plateau
- Five Canyons
- Garin/Dry Creek
- Pleasanton Ridge
- Dublin Hills
- Sycamore Valley
- Bishop Ranch
- Las Trampas
- Briones
- Carquinez/Crocket t Hills
- Black Diamond Mines
- Contra Loma
- Deer Valley
- Round Valley
- Morgan Territory
- Brushy Peak
- Vasco Hills
- Vasco Caves
- Waterbird

Parks remaining open

Swim facilities and Shoreline Regional Parks will remain open. Follow these safety rules and tips:

- Avoid the hottest part of the day. If you do visit, go in the morning or early evening when it is cooler.
- Drink plenty of fluids to stay hydrated.
- Wear sunscreen and lightweight, light-colored clothing.
- Avoid drinking alcohol and caffeine, which can worsen the heat's effects on your body.
- Don't forget your pets! Carry water for them.
- Swim only in designated areas.
- No smoking. Smoking is prohibited in all regional trails, parks, and shorelines.
- No open fires or barbecues of any type. Gas-fueled stoves are permitted.
- Stay on designated roads – no off-road driving. Heat from a vehicle's undercarriage can start a fire.
- Secure all tow chains – dragging tow chains can spark fires.

Several East Bay parks closed this week due to heat

by: Phil Mayer
Posted: Jul 1, 2024 / 10:25 PM PDT
Updated: Jul 1, 2024 / 10:25 PM PDT

(KRON) — With a heat wave set to hit the Bay Area this week, the East Bay Regional Park District closed several local parks.

The National Weather Service has issued excessive heat warnings, heat advisories and a Red Flag Warning in preparation for the upcoming weather. Much of the inland Bay Area will be under a heat advisory warning from late Tuesday through Saturday.

While many East Bay parks, such as shoreline parks and swimming facilities, will remain open, the park district announced the following parks will be closed from Tuesday through Friday morning:

- Wildcat Canyon
- Tilden (trails only)
- Huckleberry
- Sibley
- Leona Canyon
- Claremont Canyon
- Anthony Chabot
- Sobrante Ridge
- Sunol
- Ohlone
- Mission Peak
- Vargas Plateau
- Five Canyons
- Garin/Dry Creek
- Pleasanton Ridge
- Dublin Hills
- Sycamore Valley
- Bishop Ranch
- Las Trampas
- Briones
- Carquinez/Crockett Hills
- Black Diamond Mines
- Contra Loma
- Deer Valley
- Round Valley
- Morgan Territory
- Brushy Peak
- Vasco Hills
- Vasco Caves
- Waterbird

The National Weather Service is advising that people "prepare for dangerous heat, limit outdoor activities," and "never leave people or pets in vehicles." The NWS recommends limited outdoor activities during the afternoon and evening.

The East Bay hills are also under a Red Flag Warning, which means that dry and windy conditions could lead to critical fire weather conditions.

Firefighters respond to Berkeley Hills blaze on Grizzly Peak Boulevard

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OAKLAND

CONVICTED FELON ARRESTED FOR DUI AND FIREARM CHARGES ON HIGHWAY 24 BY EAST BAY PARK POLICE

By Nina Singh-Hudson
Published on June 28, 2024

Source: East Bay Regional Park District Police Department

An incident unfolded on Highway 24 early Wednesday morning when EBRPD Police Officers stopped what they suspected to be an intoxicated driver. According to the East Bay Regional Park District Police Department, the stop occurred around 2:30 a.m. near the St. Stephens off-ramp, sandwiched between the Briones and Lafayette Reservoir.

The driver, who is a convicted felon, was not only found to be under the influence but was also in possession of an unregistered, loaded Kimber 9mm handgun. Heading west on the freeway, the EBRPD officers apprehended the driver, known for their mandate to patrol the park areas and surrounding vicinities.

In the Facebook post detailing the encounter, the East Bay Regional Park District Police Department reminded the public of their roles and duties, stating, "EBRPD officers are not only dedicated to keeping our parks safe, but also the surrounding areas that border our parks." This incident highlights the wider jurisdiction park police can hold, emphasizing that any officer has the authority to conduct a traffic stop, a fact not always known by everyday citizens.

The driver now faces charges of DUI in addition to multiple felony firearm charges. The East Bay Regional Park District Police Department used the event as a teachable moment, with a note to the public: "Please be safe and drive responsibly."

Patch

Berkeley Firefighters Practice Wildfire Response

Several East Bay fire agencies are participating in a three-day wildfire response exercise as fire season heats up.

Lucas Combos, Patch Staff
Posted Wed, Jun 26, 2024 at 1:53 pm PT | Updated Wed, Jun 26, 2024 at 2:22 pm PT

The wildfire exercises began Monday and are set to conclude Friday afternoon. (Renee Schiavone/Patch)

BERKELEY, CA — Berkeley fire crews are joining neighboring agencies this week for a wildfire response exercise to keep skills sharp as fire season kicks into high gear. The three-day training started Monday and continued Wednesday in the Grizzly Peak and Tilden Park area and is scheduled to wrap up Friday afternoon.

"During these exercises, multiple fire engines and firefighters will operate throughout the area, practicing area familiarization, structure defense, and water zone reviews," the Berkeley Fire Department said in a statement.

"This may look like a real incident, but it is a planned exercise, and there is no cause for concern.

According to Berkeleyside, the drills will include crews around Kenginston, Albany and El Cerrito, and the fire departments will prepare for a scenario similar to the 2017 Tubbs Fire. In Berkeley, the training will include discussions about structural defense strategies and reviewing the locations of East Bay Municipal Utility District fire hydrants.

Berkeley Wildfire Drills

- Dates: June 24, 26 & 28, 2024
- Time: 8:30 a.m. - 3 p.m.
- Location: Grizzly Peak/Tilden Park

A Family Day Out in the East Bay Region - a mini-Tailor-Made Adventure

Updated: Jun 5

Disclosure: This post contains affiliate links. Regardless of this, please be advised that all opinions expressed in this blog post are genuine and authentically my own.

Author: Barry Pickard

The East Bay region around **Oakland**, **California** is a hidden gem for families looking for a day trip from San Francisco. This area is home to some of the most unique and educational museums that are perfect for a family-friendly adventure. The East Bay is just a short drive from **San Francisco** over the **Bay Bridge**, making it easy to explore these three fantastic attractions in just one day.

So, what are the best family-friendly day trip destinations in the East Bay Area? Well, for me, the **USS Hornet - Sea, Air and Space Museum**, the **Chabot Space & Science Center**, and the **Redwood Valley Railway** are three of the most exciting places to visit in the area.

Planning an independent trip to San Francisco and the Bay Area?

All information in this post is based on my own experience travelling through San Francisco and the Bay Area, backed by extensive research to bring you everything you need to know to have your own amazing experience

Don't forget that at Tailor-Made Itineraries we delight in creating bespoke self-guided tours. So, if visiting any of these attractions appeals to you, reach out to us by **email**. We would be more than happy to design a self-guided tour around your requirements designing a family day out in the East Bay region, or indeed, a general tour of San Francisco and the Bay Area.

A Family Day Out in the East Bay Region

USS Hornet - Sea, Air and Space Museum

Whether you are an aviation enthusiast, a space buff, or a ship lover, this museum offers something for everyone. **The USS Hornet** is a former aircraft carrier that played a significant role in **World War II** as well as the **Apollo** space missions. You can explore the flight deck, hanger deck, and living quarters of the ship, as well as see the **Apollo 8 and 11** spacecraft on display and several retired aircraft from the Second World War. In addition, the USS Hornet also has a number of interactive exhibits that allow visitors to experience what life was like on

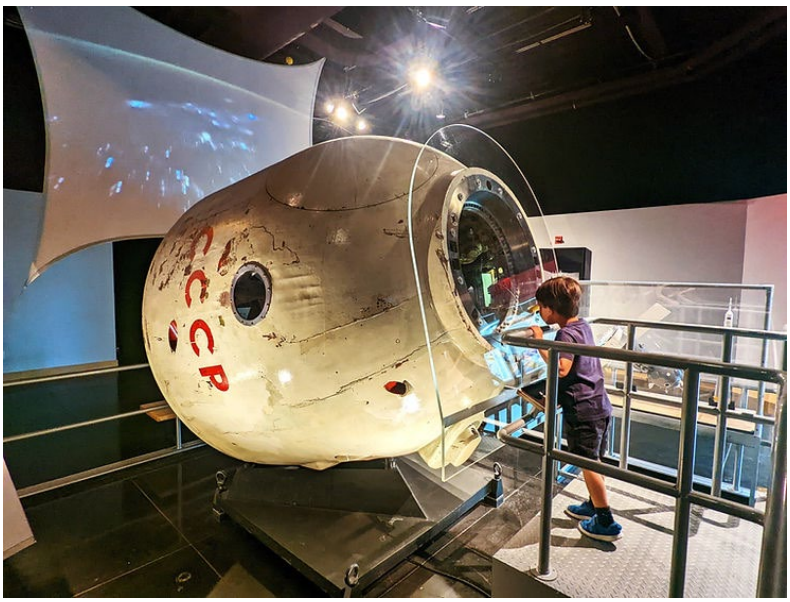
the ship during its time in service. The USS Hornet Museum is located on the southernmost pier of the former **Naval Air Station Alameda**.

USS Hornet - Sea, Air and Space Museum
USS Hornet was selected in 1969 to serve as the **Prime Recovery Ship (PRS)** for the **Apollo 11** Moon mission. Hornet led the recovery of the first astronauts to land on the Moon following their splashdown back on Earth. Four months later, Hornet recovered the all-Navy crew of Apollo 12. The USS Hornet Museum has the largest Apollo Program exhibit on the West Coast of the United States. Artefacts on display include the **Apollo Command Module CSM-011** used for the AS-202 uncrewed suborbital flight test; **Mobile Quarantine Facility (MQF)** used by the **Apollo 14** astronauts following their return to Earth; **SH-3H Sea King** used in the 1995 movie **Apollo 13**; and memorabilia and photos from the **Apollo 11 and 12** splashdowns.

Chabot Space & Science Center

The Chabot Space & Science Center is a hands-on learning centre with a planetarium, telescopes, and interactive exhibits that bring the wonders of the universe to life. Visitors can learn about the latest discoveries in astronomy, space exploration, and planetary science, and even take a virtual tour of the universe with the planetarium's state-of-the-art projection system. The centre also has a number of interactive exhibits that allow visitors to control robots, experience weightlessness, and learn about the science behind space travel.

Chabot Space and Science Center, is focused on families, with plenty to keep interested the young and old alike. Exhibits include **The Nasa Experience** (showcasing the real stories and people at NASA's Ames Research Center); **Going The Distance** (exploring how humans are expanding our boundaries by moving farther into the Universe than ever before); **Other Worlds** (building structures that can withstand the Martian atmosphere and living on other worlds); and **Touch The Sun** (a near-real-time interactive full colour extreme ultraviolet animation of our dynamic and stunning star, Sol).



Redwood Valley Railway (Tilden Steam Train)

The Redwood Valley Railway is a restored steam-powered train that travels through a beautiful redwood forest and offers breath-taking views of the surrounding landscape. The train ride is a great way to introduce children to the history of the area and see the natural beauty of the East Bay. The railway also offers a number of educational programs and special events that are perfect for families and children.

The Redwood Valley Railway is a 15 in (381 mm) gauge miniature railway in **Tilden Regional Park**. It was established in 1952 by **Erich Thomsen** and has since expanded to 1+1/4 miles (2 km) of track and carries over 160,000 passengers a year. The railroad has four 15-inch scale steam locomotives, built on location by the railroad's Redwood Valley Shops.

*If you are enjoying this post, remember and **subscribe** to our mailing list to receive our latest blog posts.*

Other Family Attractions

You should find that these three attractions will easily fill your day, but if you happen to have more time to explore this area, then there are several other options for your family to visit. For the little ones, a trip to **Children's Fairyland** would be appropriate, while older kids will find **Oakland Museum of California** fascinating. If the kids are looking for more space and science exhibits, then you won't go wrong with **The Lawrence Hall of Science**. Then there is **Oakland Zoo**, which is always a family favourite.

Where to Stay

There are a number of options in the East Bay area. For a touch of luxury, consider the **Kissel Uptown Oakland**, while a mid-price option would be the **Waterfront Hotel**, and a budget suggestion would be the **AC Hotel by Marriott**.

Conclusion

The East Bay region around Oakland, California is a must-visit destination for families who are looking for an educational and enjoyable day trip from San Francisco. With its unique museums and breath-taking scenery, this area is the perfect destination for anyone who loves aviation, space, and trains. Whether you are traveling by car, the short drive from San Francisco makes it easy to explore all of these fantastic attractions in just one day. So why not plan a visit to the USS Hornet, the Chabot Space & Science Center, and the Redwood Valley Railway today! This day trip is sure to be an unforgettable adventure that the whole family will enjoy.

EAST BAY TIMES

Contra Costa officials awarded $1.9 million to close two gaps on Bay Trail

Projects will connect the trail route between Rodeo and Martinez

Bikers ride along the George Miller Regional Trail in Martinez Calif., on Friday, June 21, 2024. Earlier today, Congressman John Garamendi presented a check for $900,000 to the East Bay Regional District for the San Francisco Bay trail gap closure between the existing George Miller trail and the Intermodal Amtrak Station in downtown Martinez. (Ray Chavez/Bay Area News Group)

By **KATIE LAUER** | klauer@bayareanewsgroup.com | Bay Area News Group
PUBLISHED: June 23, 2024 at 6:00 a.m. | UPDATED: June 24, 2024 at 6:33 a.m.

MARTINEZ — Bay Area pedestrians and bicyclists will soon be four miles closer to being able to explore a continuous shoreline path through nine counties and 47 cities, thanks to nearly $2 million in new federal funding for the San Francisco Bay Trail.

Congressman John Garamendi recently awarded Contra Costa County $1 million for improvements along a 3.2-mile stretch of San Pablo Avenue. The plan is to convert one of the four lanes into a "complete street" with a protected path between Rodeo and Crockett, an undertaking which is currently projected to cost $13.7 million.

Garmendi also distributed $900,000 to the East Bay Regional Park District to close a half-mile gap between the existing George Miller Regional Trail and the Intermodal Amtrak Station in downtown Martinez with a continuous, paved route. Once the project, which is estimated to cost upwards of $4 million, is complete, regional trail users will have uninterrupted access to Vallejo, Benicia, Crockett, and Martinez.

These two county and parks district projects will eventually connect to each other — creating a continuous route from Rodeo to Martinez. So far, roughly 70% of the entire 500-mile plan for the Bay Trail has been completed. In addition to increasing physical access to the shoreline for

recreation, the goal of this massive project is anchored in helping communities rediscover and connect to an array of historic, natural and cultural sites that had previously been cut off by industrial development.

Garamendi, who represents California's 8th District, said these federal dollars for community projects were earmarked within the first package budget appropriations for 2024, which was finalized in March.

"These projects will make communities that have been underinvested more livable with safer, less congested roads and better options to walk, bike, or take the train to work or school," Garamendi said. "This was all made possible through the advocacy and passion of dozens of local leaders."

Jeff Valeros, a senior civil engineer within Contra Costa County's public works department, estimated that after construction crews may not break ground on the stretch of San Pablo Avenue until 2027. He said the project will likely take two years to complete due to the need to navigate around existing traffic intersections along the busy corridor.

"We want to make sure that the pedestrians and bicycles are not put in a position where they're having really awkward, uncomfortable movements next to the trucks and vehicles moving out there," Valeros said. Bay Area officials have been working for nearly four decades to complete the 500-mile trail, which was the brainchild of state Senator Bill Lockyer in 1986.

Colin Coffey, who sits on the East Bay Regional Park District (EBRPD) board representing the northern shoreline from Hercules to Brentwood, said in addition to challenges navigating the complex geography and terrain along that stretch of Contra Costa County, the gap closure project connecting Berrellesa Street in downtown Martinez to the hills of the George Miller Regional Trail has been delayed by regulatory issues, largely tied to the railroad tracks that serve Amtrak and Union Pacific trains.

"The easy parts of the Bay Trail have been done," Coffey said. "If you look at East Bay's system of trails and parks, it's just remarkable that we have leaders and community members who are really supportive of going to the trouble of time and money to do this work."

In June 2018, the EBRPD completed a $13.2 million, 1,100-foot bridge over the railroad tracks in Pinole along the Bay Trail — a fifth-of-a-mile project that was one of the agency's priciest and most complicated in recent memory. A one-mile extension of the trail behind the now-closed Golden Gate Fields racetrack — stretching from Gilman Street in Berkeley to Albany Beach — was finished in July 2020. Built over two years, the $18.9 million project filled one of the largest gaps in the 18 miles from Richmond to Oakland.

Contra Costa County Supervisor John Gioia, who lives along the Bay Trail in Richmond, said he's excited to see these projects move forward, which will further benefit the health and equity of historically low-income, disadvantaged communities. "These are expensive projects, but they're about health, equity and providing access to the Bay and a means of transportation," Gioia said. "I see every day the diversity of use of that trail — people of all ages, races and ethnicities, people fishing, walking their dog and being out with their kids … Without federal funding, we often can't really complete these projects."

U.S. CONGRESSMAN
JOHN GARAMENDI
REPRESENTING CALIFORNIA'S 8TH DISTRICT

Garamendi Presents $4.4 Million for Local Projects in Contra Costa County for Infrastructure Improvements and Affordable Housing

June 21, 2024
Press Release

CONTRA COSTA COUNTY, CA – Today, U.S. Representative John Garamendi (D-CA-08) presented $4,410,279 in **newly available federal funding** for infrastructure improvements and affordable housing projects in Contra Costa County.

Specifically, Garamendi presented a $1,000,000 check to close a 3.2-mile gap along the regional San Francisco Bay Trail, a $900,000 check to complete a half-mile gap in a separated bicycle and pedestrian path between Rodeo and the Amtrak Station in downtown Martinez, a $850,000 check to realign the skewed, five-legged intersection on top of the San Pablo Avenue Bridge, and a $1,660,279 check to rehabilitate 86 units of affordable, multi-family permanent rental housing to extremely low and low-income families and individuals.

This funding was made possible by Garamendi's advocacy in Congress to designate these projects for **Community Project Funding in the Congressional budgeting process**—which that allows members of Congress to direct federal funding to projects in their Congressional districts that have significant public benefits.

"I fought hard in Congress for this Community Project Funding, which will upgrade local transportation infrastructure, affordable housing, and more across Contra Costa County. These projects will make communities that have been underinvested more livable with safer, less congested roads and better options to walk, bike, or take the train to work or school. This was all made possible through the advocacy and passion dozens of local leaders. I am grateful to help make these much-needed investments in our community, and I will always work to deliver the progress and federal support Contra Costa residents deserve," **Garamendi said**.

Below is an overview of the four projects for which Garamendi presented checks today:

Contra Costa County

- $1 million for Contra Costa County's San Pablo Avenue Complete Street/Bay Trail Gap Closure Project between Rodeo and Crockett. This congressional funding will close a 3.2-mile gap along the regional San Francisco Bay Trail by converting one of the four lanes on San Pablo Avenue into a "complete street" with a protected path for bicyclists and pedestrians between Rodeo and Crockett. These communities share public resources such as schools, parks, and libraries but are currently only connected via automobile along San Pablo Avenue.

East Bay Regional Park District

- $900,000 for the East Bay Regional Park District's Martinez-San Francisco Bay Trail Gap Closure Project. This congressional funding will help to complete a half-mile gap in a separated bicycle and pedestrian path between the existing George Miller Regional Trail and the Amtrak Station in downtown Martinez. When completed, this project will construct a continuously paved, regional trail route connecting the Cities of Vallejo, Benicia, Crockett, and Martinez within the San Francisco Bay Trail network.

City of San Pablo

- $850,000 for the City of San Pablo's San Pablo Avenue Bridge Replacement/Complete Streets Project. This congressional funding and project will realign the skewed, five-legged intersection on top of the San Pablo Avenue Bridge, which was built in 1926 and must be replaced. This would complete the non-bridge aspects needed for this bridge replacement project.

East Bay Asian Local Development Corporation

- $1,660,279 for the nonprofit East Bay Asian Local Development Corporation's Giant Road Apartment Rehabilitation Project in San Pablo. This congressional funding would allow this local nonprofit to rehabilitate 86 units of affordable, multi-family permanent rental housing for extremely low and low-income families and individuals.

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Park District Unveils Historical Landscape Photo Exhibit Online

Jun 20, 2024

As part of its 90th anniversary celebration, the East Bay Regional Park District (EBRPD) has made available online a collection of landscape photographs taken of several parks from the 1960s through the early 1980s.

The photographs were selected from among more than 15,000 negatives donated to the district by the family of commercial photographer Martin J. Cooney in 2016.
The collection includes photographs of Del Valle Regional Park, Sunol Wilderness Regional Preserve, and Ohlone Wilderness Regional Preserve south of Livermore, along with several other parks.

While Cooney's commercial studio in Oakland provided photographic services to the EBRPD, the district said most of the photographs in the collection were taken by Nancy McKay, who became Martin's apprentice while working in EBRPD's Public Affairs Department. McKay was the district's principal photographer for more than 37 years.

The "Park Landscapes" collection is the second Cooney photo collection made available this year on the ERBPD website.

A "People in Parks" collection is also available on the district's "Celebrating 90 Years" webpage, with two more collections, "Park District Workers," and "Special Events" to be unveiled later. Created by a public vote in 1934, the EBRPD opened its first four parks in 1938. It is now one of the largest regional park districts in the nation, with 73 parks encompassing 126,000 acres in Alameda and Contra Costa counties, including 55 miles of shoreline and more than 1,330 miles of trails.

The photo collections are available at ebparks.org.

National Award Winning Newspapers
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THE PRESS
Brentwood • Discovery Bay • Oakley • Antioch

East Bay Regional Park District
LOOK INSIDE FOR THE NEW Activity Guide
www.ebparks.org/activities/rin/default.htm

adoptions.

The adoption center is at 4800 Imhoff Place in Martinez. The hours are Tuesday -Saturday from 10 a.m.– 5 p.m., and Wednesday from 10 a.m. – 7 p.m.

Parks District releases cooney photo collection of historic park landscapes

The East Bay Regional Park District has unveiled the Martin J. Cooney "Park Landscapes" online photo collection. This digital photo exhibit debuts a rare gathering of nostalgic images that capture parkland and open space views of the East Bay from 1965 to 1981.

At that time, the Park District was growing, tripling the number of regional parks to more than 30. The Martin J. Cooney "Park Landscapes" collection has been carefully researched and curated by Park District Archives staff and volunteers, who have dedicated many hours to the preservation of the District's history.

As part of the ongoing 90th Anniversary celebrations planned throughout 2024, the photo collection is now available on the Park District's Celebrating 90 Years webpage (www.ebparks.org/celebrating-90-years).

The release of the "Park Landscapes" collection spans 14 years of park district photojournalism from the 1960s to the early 1980s. It memorializes landscapes, historic structures, and new parklands that later became part of the regional parks.

In 2016, Martin's family donated more than 15,000 negatives to the park district, which were taken in the 1960s to1980s when the Martin J. Cooney commercial studio provided professional photography services to the Park District. While Martin took some of the photos, most were taken by Nancy McKay, who became an apprentice of Martin's in 1968 while working in the Park District's Public Affairs Department and serving as its primary photographer for 37 years. Additional Cooney photo collections were donated in association with the Oakland Tribune archives and are housed at the Oakland Museum of California.

those who smuggle them into California, Gov. Newsom announced he is more than doubling the California National Guard's (Cal Guard) Counter Drug Taskforce operations statewide, including at ports of entry along the border, from 155 to now nearly 400 service members.

Embedded in cross-government initiatives to combat transnational criminal organizations and the trafficking of illegal narcotics - like fentanyl - these CalGuard members with the Counter Drug Taskforce have been hired, trained, and placed at key locations statewide. "Beginning in 2022, the CalGuard's Counter Drug Taskforce deployed 30 servicemembers to the San Ysidro, Otay Mesa, Tecate, and Calexico Ports of Entry to support our federal partners," said CalGuard Major General Matthew Beevers. "Due to significant initial success, in 2023, we doubled our force across those Ports of Entry. Under Governor Newsom's leadership and broad Congressional support, our Counter Drug Taskforce has grown from 155 full-time servicemembers to 392 today."

Specifically, the task force focuses on gathering information to interdict illegal narcotics trafficking, using air and ground assets to build criminal investigations, and supporting personnel at border ports of entry to stop illegal narcotics trafficking.

Mt. Diablo Resource Recovery deepens commitment to environmental stewardship with RCI certification

Mt. Diablo Resource Recovery (MDRR) has achieved certification from the Recycling Certification Institute for the high diversion rate of its Construction and Demolition (C&D) line at the company's Material Recovery Facility.

This certification further demonstrates how well MDRR keeps material out of landfills, according to a press release.

The certification was granted following a comprehensive assessment by third-party auditor Nothing Wasted Consulting Group after a rigorous review of

'Becoming free in our country': Bay Area communities celebrate Juneteenth

By Tim Johns, Ryan Curry
Wednesday, June 19, 2024 6:27PM

For more than one-and-a-half centuries, Juneteenth has been sacred to many Black communities. Here's a look at how the Bay Area honored the holiday celebrating freedom.

It marks the day in 1865 enslaved people in Galveston, Texas found out they had been freed - after the end of the Civil War, and two years after President Abraham Lincoln's Emancipation Proclamation.

Since it was designated a federal holiday in 2021, Juneteenth has become more universally recognized beyond Black America. Many people get the day off work or school, and there are a plethora of street festivals, fairs, concerts and other events.
Many Juneteenth celebrations were also held throughout the Bay Area. Here's a look:
Art installation recreated at SF's Golden Gate Park

King's art stood here at Golden Gate Park until earlier this year. On Wednesday, she wanted to re-create it once again in honor of the holiday. This time with real people - namely Black women.

It was an emotional commemoration of Juneteenth at San Francisco's Golden Gate Park Wednesday. Hundreds gathered for song, speeches and to help recreate a live art installation in honor of the holiday.

"Let's talk about the harm, let's talk about the generational terror. Let's talk about how it impacts people today," said Dana King.

King is the artist behind the installation.

She says back in 2020, protesters tore down a statue of known slave owner and Star Spangled Banner author Francis Scott Key. It was part of a nationwide movement, sparked by the murder of George Floyd in Minneapolis.

A year later, King created a new work of art around the plinth where Key's statue once stood. This time, with a nod to Juneteenth.

"In 2021, I surrounded that plinth with 350 ancestral figures that represent the business of slavery," King said.

King's art stood here at Golden Gate Park until earlier this year.

Opal Lee, the 97-year-old Grandmother of Juneteenth who pushed to make it a national holiday, moved into a new house on the site of her burned childhood home in Fort Worth, Texas.

On Wednesday, she wanted to re-create it once again in honor of the holiday.

This time with real people - namely Black women.

"Children were taken from us. We were raped by our enslavers. We were purchased to bring new life into chattel slavery," said King.

King says the work she's been able to do over the past few years wouldn't have been possible without the help of the city.

Phil Ginsburg is the general manager of the San Francisco Recreation and Parks Department. He says he's proud the city has taken a leading role nationwide on the topic of social justice.

"Parks are the most democratic institution we have left. It is where we are all equal, and equally welcome. And representation does matter," Ginsburg said.

As for King, she says even though this was a one day only recreation, her work is far from done. She plans on continuing to use her art as a way to express her beliefs and her culture.

"It's not over. Because oppression still exists, in this country and around the world."

Remembrance and celebration in the East Bay

Several East Bay cities celebrated Juneteenth Wednesday. Off Highway 4 between Concord and Pittsburg, the East Bay Regional Park District brought a few dozen people to the future sight of Thurgood Marshall Park to remember the Port Chicago disaster.

"Your eyes can be so heavy no tears will flow," said Virgie Patterson-Newman from Brentwood. "Well, my eyes were absolutely heavy hearing the stories and seeing the pictures."

In 1944, a munitions explosion killed over 300 Navy sailors. Over 200 of them were Black.

Unsafe procedures were found to be the cause but not addressed by the Navy. Months later, 50 sailors were charged with mutiny after raising safety concerns.

"They were ultimately asked to continue loading munitions and not given proper training," said Yulie Padmore, the executive director of the Port Chicago Alliance. "They were told if they did not continue with that training they would be convicted."

Attendees read some of the 50 men whose convictions still hold to this day. They discussed why this story is important to the history of the Bay Area. They say on Juneteenth, everyone needs to know about this story.

"We can become more involved in advocating for the Chicago's port 50 exoneration," Patterson-Newman said.

While the focus there was on remembering a tragic event there, other places held celebrations. Hella Juneteenth went on for the fourth straight year in Oakland. Hundreds came out for outdoor games, music and food from local Black chefs.

"We wanted to create a Black space here that is built around family community and food and fun and joy," said Ryan Royster, the event organizer.

To him, this is the day to celebrate freedom in the United States.

"Juneteenth is everyone becoming free in our country," he said. "This is the 'American Promise' being actualized and we get to see that in real time and real life."

The Associated Press contributed to this report.

MARTINEZ Tribune

Parks Celebrating Juneteenth with Free Day on Wed. June 19th

tribune-admin 4 days ago Our Town Leave a comment

The East Bay Regional Park District is celebrating Juneteenth with a Free Park Day on Wednesday, June 19, 2024, in recognition of the date when the last of the enslaved Black Americans were notified of their freedom. Juneteenth is the oldest nationally recognized celebration commemorating the ending of slavery in the United States. The East Bay Regional Park District is committed to enhancing diversity, equity, and inclusion, and making the parks and agency more welcoming and reflective of the communities it serves.

Park District fees waived on Juneteenth include parking, dogs, horses, boat launching, and fishing. However, the fee waiver does not apply to swimming, camping, reservable picnic facilities (due to capacity limits), Park District concessions, state fees for fishing licenses, and watercraft inspections for invasive mussels.

Naturalist-led programs are also scheduled for the celebration of Juneteenth on Wednesday, June 19.

Juneteenth Celebration Walk
Thurgood Marshall Regional Park – Home of the Port Chicago 50, Concord
10 a.m. to 1 p.m. | Ages 10+, registration required.
Enjoy a guided walk in the future Thurgood Marshall Regional Park: Home of the Port Chicago 50. Celebrate stories of Black history, the Civil Rights Movement, and the fight for freedom on this land. Come ready for a mostly paved 1.5-mile hike with views of Mount Diablo. All are welcome.

Juneteenth Celebration Hike
Coyote Hills Regional Park, Fremont
10-11:30 a.m. | All ages, drop-in event; no registration required.
Enjoy a short walk in the marsh to commemorate the contributions and accomplishments of Black Americans throughout history, particularly in the realms of science, conservation, and art. All are welcome.

For more information, visit www.ebparks.org/Juneteenth.

KQED Inform. Inspire. Involve.

Where to Find Free National Park Entry on Juneteenth

Sarah Mohamad

Jun 14

Save Article

El Capitan in Yosemite National Park. *(Craig Miller/ Climate Watch)*

To honor and celebrate Juneteenth, the federal holiday on June 19 commemorating the ending of slavery in the United States, the National Parks Service (NPS) is offering free entrance to more than 400 of its parks in the U.S.

In the Bay Area's backyard, that'll include national parks like Muir Woods and Yosemite. Not everyone receives time off work for Juneteenth, so if you can't take advantage of free entry to one of these national parks, fret not: You still have free NPS days on August 4, September 28 and November 11 this year to look forward to.

In addition to the National Park Service, the East Bay Regional Park District (EBPRD) will also honor Juneteenth by waiving fees for parks that usually require them for entry, parking, dogs, horses, boat launching or fishing.

And if you can't take advantage of the free park day on June 19, remember that many of the 70+ parks managed by EBPRD offer visitors free entrance and parking all year round.

National parks offering free entry on June 19 near the Bay Area:

1. Muir Woods National Monument: While the entrance fee of $15 per adult to Muir Woods will be waived on June 19, visitors will still need to reserve and pay for parking and shuttles. Children aged 15 and under can enjoy free entrance to the park all year round.
2. Pinnacles National Park: The entrance fee of $15–$30 per vehicle to Pinnacles National Park will be waived on June 19. However, reservation fees for camping sites will not be.
3. Yosemite National Park: While the entrance fee of $35 per vehicle to Yosemite will be waived on June 19, a reservation via Recreation.gov is required from 5 a.m. to 4 p.m. on Saturdays, Sundays and on holidays (May 27 and June 19).

4. Sequoia and Kings Canyon National Park: The entrance fee of $35 per vehicle to the park will be waived on June 19. However, reservation fees for camping sites will not be.

Some of the East Bay Regional Park District locations offering free entry on June 19:

1. Crown Beach Memorial State Beach: The parking fee of $5 will be waived on June 19.
2. Coyote Hills Regional Park: The parking fee of $5 will be waived on June 19.
3. Quarry Lakes Regional Recreation Area: The parking fee of $5, in addition to other park fees, will be waived on June 19.
4. Del Valle Regional Park: The entrance fee of $10 will be waived on June 19.

What about free entry to California state parks?

If you're looking to explore the newest California state park — Dos Rios — entrance fees are waived for the initial opening phase of the park this summer.

While California State Parks has not announced any waivers for entrance fees around Juneteenth, there are other ways visitors can get a free pass into over 200 of California's beautiful state parks. Residents can use the library pass program and other free and low-cost passes available for senior citizens, folks with disabilities and families with kids in the fourth grade.

MARTINEZ Tribune

Historic Photo Collection of Park Landscapes Released

tribune-admin 6 days ago Featured, Our Town Leave a comment

BY FLORA CSONTOS

The East Bay Regional Park District has just unveiled the Martin J. Cooney "Park Landscapes" online photo collection. This digital photo exhibit debuts a rare gathering of beautiful, nostalgic images that capture parkland and open space views of the East Bay from 1965 to 1981. At that time, the Park District was embarking on a period of considerable growth, tripling the number of Regional Parks to over 30.

Wildcat Canyon Regional Park (1970)

The Martin J. Cooney "Park Landscapes" collection has been carefully researched and curated by Park District Archives staff and volunteers, who have dedicated many hours to the preservation of the District's history. As part of the ongoing 90th Anniversary celebrations planned throughout 2024, the photo collection is now available on the Park District's Celebrating 90 Years webpage.

Radke Martinez Regional Shoreline (1974)

The release of Cooney's "Park Landscapes" collection spans over 14 years of Park District photojournalism from the 1960's to the early 1980's. It memorializes landscapes, historic structures, and new parklands that later became part of the Regional Parks.

In 2016, Martin's family donated over 15,000 negatives to the Park District, which were taken in the 1960's to 1980's when the Martin J. Cooney commercial studio provided professional photography services to the Park District. While Cooney took some of the photos, most were taken by Nancy McKay, who became an apprentice of his in 1968 while working in the Park District's Public Affairs Department and serving as its primary photographer for over 37 years. Additional Cooney photo collections were donated in association with the Oakland Tribune archives and are housed at the Oakland Museum of California.

Point Pinole Regional Shoreline (1972)

Coyote Hills Regional Park (1970)

The four Cooney photo collections being released this year in commemoration of the Park District's 90th Anniversary include *People in Parks* (already available on the Celebrating 90 Years webpage), *Park Landscapes*, *Park District Workers*, and *Special Events*.

PHOTO COLLECTION OF HISTORIC PARK LANDSCAPES RELEASED

EBRPD

written by CC News June 10, 2024

Image by EBRPD

The East Bay Regional Park District is proud to unveil the **Martin J. Cooney** "Park Landscapes" online photo collection.

This digital photo exhibit debuts a rare gathering of beautiful, nostalgic images that capture parkland and open space views of the East Bay from 1965 to 1981. At that time, the Park District was embarking on a period of considerable growth, tripling the number of Regional Parks to over 30.

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The release of the Martin J Cooney "Park Landscapes" collection spans over 14 years of Park District photojournalism from the 1960s to the early 1980s. It memorializes landscapes, historic structures, and new parklands that later became part of the Regional Parks.

The Park District has grown to be the largest regional park district of its kind in the nation, with 73 regional parks available for hiking, biking, swimming, horseback riding, boating, fishing, picnicking, camping, and nature discovery. Wherever you live in the East Bay, there is a beautiful regional park close to you. The Park District manages over 126,000 acres of parklands, 55 miles of shoreline, and more than 1,330 miles of trails in Alameda and Contra Costa counties.

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Park District's Public Affairs Department and serving as its primary photographer for over 37 years. Additional Cooney photo collections were donated in association with the *Oakland Tribune* archives and are housed at the Oakland Museum of California.

Contra Loma Park 1977

The four Cooney photo collections being released this year in commemoration of the Park District's 90th Anniversary include People in Parks (already available on the Celebrating 90 Years webpage), Park Landscapes, Park District Workers, and Special Events.

Join us in celebrating the _East Bay Regional Park District's 90th Anniversary with online photo exhibits and stories available through the Park District's website. Explore the interactive photo collections, story maps, timelines, and online exhibits. Additional events and programs celebrating the Park District's 90th Anniversary also include monthly naturalist-led "Explore Your Parks" adventure programs, among others.
For more information about 90th Anniversary activities, visit www.ebparks.org/celebrating-90-years.

Additional Curated Collections and Stories on Celebrating 90 Years Webpage
Martin J. Cooney Photo Collection – "People in Parks"
Visit the first in a series of exhibits featuring the Martin J. Cooney photography collection (1964-1980) from the Park District Archives.

Founding of the _East Bay Regional Park District
Parks for the People (and By the People) – Explore the historic timeline of the formation of the _East Bay Regional Park District (1864-1936)

Tilden Regional Park History
Did you know that many of the Regional Parks have historic features and unique stories? Explore your parks in a new interactive Story Map series, debuting with Tilden Regional Park.

hoodline
OAKLAND

JOINT RESCUE EFFORTS BY CHP AIR OPS AND LOCAL TEAMS AID INJURED HIKER AT BLACK DIAMOND MINES

By Nina Singh-Hudson
Published on June 09, 2024

In a coordinated rescue effort that underscores the importance of interagency collaboration, the Golden Gate Division's CHP Air Operations, alongside East Bay Parks Helicopter Eagle and Contra Costa Fire, completed a trail rescue at Black Diamond Mines. The operation unfolded in the rugged terrain of the East Bay and was executed with precision and care, reflecting our emergency services' high degree of professionalism and dedication.

The rescue came to light via the CHP - Golden Gate Division Air Operations' Facebook page, detailing the events of the operation. A female hiker, whose identity was not disclosed, had sustained injuries while on the trail. The response teams performed a "toe in" rescue, a maneuver that allows the helicopter to stabilize against a slope. At the same time, the rotors continue to spin, enabling escapers to reach and retrieve individuals in challenging locations. Despite the complexity of the rescue, the patient's injuries were reported as minor.

After the retrieval, the patient was carefully loaded into the CHP helicopter, designated H-30. The injured hiker was transported to a landing zone (LZ) in Clayton, where further medical attention could be provided. The proficiency of all the units involved ensured that the rescue mission was completed without a hitch and, more importantly, that the hiker received the necessary aid promptly.

Oakdale Leader

Help guard biodiversity during Invasive Species Action Week

Shown, a crew involved in the 2023 Iceplant removal by Big Sur Land Trust as part of California Invasive Species Action Week. Photo Contributed

Published: Jun 6, 2024, 10:08 AM

Preventing harmful impacts of non-native plants and animals protects the biodiversity of California — home to more species than any other state in the union. California Department of Fish and Wildlife's (CDFW) California Invasive Species Action Week (CISAW), continuing through Sunday, June 9, educates and calls for the public to take action to guard California's natural resources, ecology and economy.

CDFW Invasive Species Program scientist Daydre Roser urges all Californians to get involved as "invasive species reduce the biodiversity that is so important to our landscape."

Throughout the state the week will see volunteers removing invasive plants, interactive activities, a series of educational webinars and the reveal of the 2024 Youth Art Contest winner, among other events. The theme of this year's Youth Art Contest was Species Reporters Wanted — What's the Scoop on Invasives.

CDFW staff will join in CISAW efforts, teaming up with the American River Parkway Foundation to help eradicate non-native plants along the American River in Sacramento.
Virtual and in-person opportunities to participate in CISAW include:
Tune in to the University of California Cooperative Extension's Lunchtime Talks webinar series, where each weekday experts will take on invasive species topics such as the tree-killing

shothole borer beetle that is making its way into the Bay Area or the threat of yellow starthistle — what some consider the state's most invasive plant.

Join members of the American River Parkway Foundation's Invasive Plant Patrol on Friday, June 7, to uproot non-native plants along the American River Parkway in Sacramento.

Get educated about the invasive quagga mussel with the East Bay Regional Park District on Saturday, June 8. Interactive activities at Shadow Cliffs Regional Recreation Area in Pleasanton will show effects of and how to prevent infestation of the quagga mussel in California lakes. Meet up with the Cosumnes River Preserve Habitat Restoration Team Saturday, June 8, at the Cosumnes River Preserve in Galt for a day of environmental stewardship that will center around protecting valley oak riparian habitat along the Cosumnes watershed.

Volunteer to help members of the Milo Baker Chapter of the California Native Society as they go to work in Bodega Bay on Sunday, June 9, to remove South African ice plant that was once used for erosion control along California's coast.

Find further details and a full list of CISAW events online.

Residents can also be a part of the effort to remove invasive species and restore wildlife habitat throughout the year by volunteering through the California State Parks Foundation and other local organizations, or by reporting invasive species to iNaturalist and/or CDFW's Invasive Species app (through EDDMaps).

Californians can also help stop the spread of invasive species by taking small, everyday actions, such as landscaping with native plants, not releasing unwanted pets into the wild and cleaning, draining and drying gear when recreating in bodies of water. The CISAW web page lists simple actions Californians can take all year long while visiting natural areas, boating or fishing, or at home.

The mission of CDFW's Invasive Species Program is to reduce the impacts of invasive species on the wildlands and waterways of California. The program is involved in efforts to prevent the introduction of these species into the state, detect and respond to introductions when they occur, and prevent the spread of those species that have established. For questions or more information about CISAW, contact invasives@wildlife.ca.gov.

THE PRESS
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Contra Loma lagoon in Antioch closed for third consecutive season

Dawnmarie Fehr, Correspondent Jun 6, 2024 Updated Jun 10, 2024

Photo by Andrew Rulloda

The Contra Loma swim lagoon in Antioch will remain closed this year for the third summer in a row because large crowds in the past would stir up the sand, limiting visibility in the water.

The Contra Loma swim lagoon will remain closed this year for the third summer in a row. Last open to visitors in the summer of 2021, ongoing maintenance and public safety issues resulted in its indefinite closure in September of that year, officials said.

The lagoon is part of the East Bay Regional Parks District (EBRPD). It is a large, shallow-entry, concrete pool built on the edge of the Contra Loma Reservoir in Antioch. The design included sand in the entry side of the lagoon, which officials said caused safety concerns for lifeguards on busy days. Large crowds would stir up the sand, limiting visibility in the water. The sand also caused wear on both the lagoon's shell and the mechanical filtration system.

The lagoon won't remain closed forever, however. Parks district spokesperson Dave Mason said the district's design and construction team is working on new plans for the popular swimming spot.

"Park District staff are developing options for the Contra Loma lagoon and intend to present plans and cost estimates to the district's board of directors this summer," Mason said. "More information regarding possible plans for the Contra Loma lagoon will be available at that time." To augment swimming options in the area, the district has partnered with the Ambrose Parks and Recreation District to provide alternate swim access and programs at Ambrose Aquatic Center at 125 Memorial Way in Pittsburg (https://www.ambroserec.org/ambrose-aquatic-center).

"This is how we are trying to still provide access to water and water safety and recreation," said Pete DeQuincy, Lifeguard Services Manager for EBRPD. "We are using our existing funding we had for staffing Contra Loma. Rather than that go back into the General Fund, we are using that money to support another aquatic facility in the region."

DeQuincy said that his district supported the Ambrose pool in the same way in 2022 and 2023. He also said the partnership resulted in increased attendance at the Ambrose pool.

"We want to continue to provide opportunities for the community through our partnership with Ambrose," he said. "That includes recreational swimming, swim lessons, water programming and water safety education."

The parks district and the Antioch Unified School District are providing programming at both Antioch High School and Deer Valley High School this summer by offering aquatic day camps. DeQuincy said an American Red Cross survey showed 55% of Americans don't know how to swim, and the district wants to increase local knowledge of water safety.

His advice for those looking to beat the heat at a local swimming hole? "When you are out swimming, swim in a supervised area," he said. "Swim near a lifeguard and have a good time coming out to the regional parks."

For more information on EBRPD swimming facilities, visit www.ebparks.org/recreation/swimming.

For more information on the Ambrose Aquatic Center programming, visit www.ambroserec.org/ambrose-aquatic-center.

Patch

Trumark Closes Escrow On 7 Acres Of Borel Property

Seven acres will be 124 units of condos, and the remaining 10 acres will be a park managed by the East Bay Regional Park District.

Michael Wittner, Patch Staff
Posted Wed, Jun 5, 2024 at 11:48 am PT

A rendering of the future condo development. (Trumark Homes)

DANVILLE, CA — San Ramon developer Trumark Homes closed escrow on seven acres of the roughly 17-acre Borel property in Danville, a long vacant site that was once home to a walnut orchard.

The lot at the intersection of Fostoria Way and Camino Ramon operated as a walnut orchard owned by the Borel family for several generations, but fell into debt and disrepair following Armand Borel's death in 2009, according to the East Bay Regional Park District and Pleasanton Weekly. While Trumark will develop seven acres into an 124-unit condo development, EBRPD will turn the remaining 10 acres into an agricultural learning park with trails, open space, and information on the area's agricultural history, fulfilling the wishes of Armand Borel.

The community will feature 124 market-rate townhomes in 15 three-story buildings, ranging from 1504 to 1802 square feet, according to Trumark Homes. Amenities will include a pocket park with children's play areas, outdoor dining areas, walking paths, recreational games, and a dog park.

The Danville Planning Commission approved the project in January by a vote of 6-1, following over two years of deliberation and studies. Trumark purchased the seven acres in March for $32 million.

“I am proud of the dedication and discernment our team put forth throughout this process. Working closely with the City of Danville, the East Bay Regional Park District and other members of the community, they saw the project through to closing,” Tony Bosowski, Northern California Division President at Trumark Homes, said in a statement.

“The sale of the property is a major step that lets us move forward in providing public access to the future park, which we expect will be both a local and regional asset,” said EBRPD Director John Mercurio. “Obtaining the Borel Property and opening it up for public access and agricultural interpretation and education has been a longtime goal of the Park District and my predecessor on the Park District Board of Directors, Beverly Lane.”