The Alameda County Lead Poisoning Prevention Program is a program of the Alameda County Healthy Homes Department.
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OVERVIEW

The City of Berkeley’s housing stock presents a particular lead risk to its residents with more than 43,000 housing units built before 1978, when lead-based paint was widely used. More than 88% of all housing units in Berkeley were built before lead was banned for residential use by the Consumer Products Safety Commission in 1978. Approximately 4,382 of Berkeley’s children are under the age of six, and therefore most at-risk for lead poisoning.

On September 24, 1991, the Berkeley City Council formally joined the County Service Area (CSA) of the Alameda County Lead Abatement District. Other participating cities in the CSA include Alameda, Emeryville, and Oakland. The $10 CSA service charge for each pre-1978 residential unit was established to fund the program in 1992. The service charge has not been increased in the County Service Area’s 22 year existence.

Since 1992, the City of Berkeley has played a crucial role in the development of the Alameda County Lead Poisoning Prevention Program and the Joint Powers Authority (JPA) that governs it. Presently, Councilmember Max Anderson represents the City of Berkeley on the JPA Board of Directors.

The Department’s public education and outreach activities are designed to increase awareness of the dangers of lead exposure and other housing related health hazards, and provide residents with information on how to prevent exposure. These activities are funded by the local County Service Area (CSA) service charge, the California Department of Public Health (DPH), the U.S. Department of Housing and Urban Development (HUD) and the Kresge Foundation.

To promote public awareness about lead, healthy housing, and the Program’s services, the ACHHD participates in local events, staffs information tables, makes presentations to parent, homeowner, and community groups, distributes literature at public locations, promotes media spots and maintains an interactive website and social media presence.

SERVICES PROVIDED
July 1, 2010---June 30, 2013

The large majority of Berkeley’s homes have multiple layers of paint with high levels of lead. Keeping these homes maintained and using lead safe work practices when renovating is critical to preventing lead exposures. Children are particularly at-risk, but adults can also be exposed to high levels of lead dust during renovation activities, resulting in acute lead poisoning.

The Alameda County Healthy Homes Department (ACHHD) Lead Poisoning Prevention Program provides Berkeley property owners the resources necessary to identify and safely handle lead hazards in their homes. It provides free one-on-one consultations, on-
site visits, training in lead-safe painting and public awareness education to assist Berkeley property owners in making their homes safer and preventing lead exposures.

Since July 1, 2010, County Service Area funding has provided Berkeley owners of pre-1978 residential properties with 142 In-Home Lead Consultations including a thorough visual assessment for lead hazards, and individualized professional consultation for addressing lead hazards found at the property.

ACHHD has also provided lead education by staffing information booths at 37 Berkeley public events and conducting 23 educational presentations in Berkeley.

The ACHHD has responded to over 342 information line calls from Berkeley residents.

Berkeley residents are among the more than 164,706 visitors who accessed the ACHHD’s website for information on lead poisoning and healthy housing over the last three years. Berkeley property owners can now sign up for an In-Home Consultation, apply for lead hazard repair funds, or take the Lead Safe Work Practices Quiz online.

Educational outreach in Berkeley has included stocking 53 literature racks in paint and hardware stores, libraries, community centers and municipal offices.

**ADDITIONAL SERVICES**

**Public Education and Outreach**
Written materials are available to assist property owners, contractors and realtors in complying with Federal notification and disclosure rules for leasing, sale or renovation of pre-1978 properties.

The Department website at [www.achhd.org](http://www.achhd.org) is an important place for people to obtain information about lead poisoning prevention, program services and healthy homes. The ACHHD regularly updates the website to make it more interactive, user-friendly, and accessible, so that people can sign up for Program services, including In-Home Consultations, Lead Hazard Repair Grants, classes, and trainings.

In order to increase the knowledge of parents, property owners, painters, teachers and others interested in learning more about the sources of lead, how to prevent lead poisoning and creating healthy homes, the ACHHD provides presentations to local community, neighborhood, property owner and parent groups as well as medical and childcare providers. Lead Safety and Healthy Homes presentations cover a range of topics including lead-safe painting and remodeling, prevention of take home lead exposures for workers, and complying with lead regulations. Phone consultations are available to any Berkeley resident through the Program public information line which answers questions about lead poisoning and healthy housing. Experienced, knowledgeable staff answer a range of questions including those relating to the health
effects of lead exposures, what blood lead levels mean, how to test a home or product for lead, reducing asthma triggers, and ways to safely remediate lead hazards.

In-home lead consultations are available to owners of Berkeley residential properties built before 1978. The consultation includes a visual survey, recommendations for addressing lead hazards and other health hazards in the home, how to access services and financial assistance, information on where to find lead safety supplies, HEPA vacuums and contractors.

For callers reporting unsafe renovation activities in Berkeley that affects residential or child-occupied facilities, the ACHHD provides guidance on assessing potentially unsafe practices, educational materials and referrals, as needed, to local enforcement agencies. The ACHHD provides technical assistance to the City of Berkeley Childhood Lead Poisoning Prevention Program to respond and follow-up to unsafe renovation calls located in Berkeley.

In the spring of 2007, the ACHHD took the lead in organizing the Get the Lead Out Coalition of the Bay Area, which City of Berkeley is a member. The Coalition consists of representatives of lead poisoning prevention agencies and community organizations from 11 counties in the Greater San Francisco/Oakland Bay Area. The mission of the Coalition is to eliminate lead exposure for all children affected by lead hazards in the environment by collaborating with organizations to educate, increase awareness, and affect policy change. Since inception, the Coalition has conducted mass media campaigns on radio and television, and received multiple grants including funds from the Public Health Trust, Kresge Foundation, California Binational Border Health, and the Environmental Protection Agency, to carry out lead poisoning prevention activities. The Coalition is a sponsored project of the 501(c) (3) non-profit Center for Environmental Health and received a grant from the Rose Foundation. The ACHHD will continue working with the Get the Lead Out Coalition to increase awareness through-out the Bay Area.

In the spring of 2009, the ACHHD convened the Alameda County Summit Meeting on Healthy Housing, as a response to the national trend to interlink all public and private entities working in the arena of healthy housing. This resulted in the formation of the Alameda County Healthy Homes Alliance (ACHHA), which City of Berkeley is a member. The ACHHA is an alliance of more than 18 government, non-government, and community organizations with the goal of developing healthy housing policies that improve health outcomes and advances the standard of practice for healthy housing practitioners. In March 2012, ACHHD received a grant award from the Kresge Foundation to support the efforts of the Alameda County Healthy Homes Alliance.

**Lead Hazard Repair Program**

The ACHHD is currently managing its eighth HUD Lead Hazard Control Grant. Serving Berkeley, Alameda, Emeryville and Oakland, the program promotes affordable, lead-safe housing for families with young children by providing financial and technical assistance to address lead hazards in low-income housing units occupied by children under the age of six. To date, 13 housing units have been identified in the City of Berkeley with one
project being completed, one other that received lead testing but did not have significant lead hazards, two in the testing process, and five others going through the application and eligibility process.

**Lead Safety In Renovation**
The ACHHD partners with the City of Berkeley Public Health Department to promote compliance with lead safety requirements. Under a $18,562 contract from the ACHHD, the City of Berkeley Public Health Department distributes lead safety information through the Permit Office, Housing Department, and Rent Stabilization Board and responds with site visits and technical assistance to complaints of unsafe renovation activities involving paint disturbing work. The ACHHD provides technical assistance to City of Berkeley staff and coordinates ACHHD services with the City’s response.

**Lead Safety and Healthy Housing Training**
The ACHHD is accredited by the U.S. Department of Environmental Protection Agency (EPA) and offers the EPA’s one-day Renovation, Repair and Painting lead-safe work practices training to Berkeley property owners, property managers and their maintenance crews so they can ensure that children, occupants, neighbors, and workers are not exposed to lead during renovation of pre-1978 buildings. The training is free for these individuals with the EPA’s Certified Renovator certificate available for $50.

The ACHHD also provides lead safety training to workforce development organizations such as Rising Sun Energy and provides a range of Healthy Housing trainings covering topics such as Integrated Pest Management and Healthy Housing Essentials.

Since January 1, 2012, the ACHHD has trained 77 individuals who owned, managed, or maintained Berkeley properties or were associated with a Berkeley-based agency or organization. Of these, 43 were trainees or staffs for Rising Sun Energy Services or Community Energy Services Corporation, 29 were associated with residential properties in the City of Berkeley and five were City of Berkeley staff.

**Healthy Housing**
The ACHHD works to promote and incorporate healthy housing concepts and best practices into the operations of housing, health, and community organizations in Alameda County. In March 2012, the Department was awarded a $750,000 grant by the Kresge Foundation under its new Advancing Safe and Healthy Homes Initiative (ASHHI). The grant provides funds to advance healthy housing issues in Alameda County through infrastructure development and healthy housing assessments and interventions.

**Lead Poisoned Children**
The California Department of Public Health-Childhood Lead Poisoning Prevention Branch (DPH-CLPPB) funds services to ensure that children at risk for lead poisoning receive blood lead testing, and that those identified with lead poisoning receive case management services. Because the City of Berkeley has its own Public Health Department, the DPH-CLPPB contracts directly with the City of Berkeley for case
management and basic outreach and education to providers and parents of children at risk of lead poisoning.

The ACHHD works closely with the City of Berkeley Public Health Department staff to provide technical assistance and services for property owners in the City of Berkeley.

**FINANCIAL ANALYSIS**

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* Leverage amounts are taken from Federal sources HUD(HH and LHC), State (DPH) and private sources (Kresge, Wayne State)

Over the last four fiscal years, the Alameda County Healthy Homes Department Lead Poisoning Prevention Program has collected over $1.7 million in property assessment charges. The total cost of services provided to the City of Berkeley over these four fiscal years was $2.4 million. The Alameda County Healthy Homes Department has leveraged an additional $703,972 from other funding sources to provide these services to the City of Berkeley.
Historical Perspective of the Alameda County Healthy Homes Department
1987-2013

1987: Community Concerns Based on the California Department of Health Services Lead Poisoning Study

State survey results showed 1 in 5 children tested for lead in Oakland had lead poisoning. People United for a Better Life in Oakland (PUEBLO) launched a community education and advocacy campaign, filed a class action suit to enforce the lead testing requirement and demanded the formation of a County Lead Abatement Program.

1991: County Service Area Lead Abatement District

In December 1991, the Alameda County Board of Supervisors established the County Service Area Lead Abatement District. The cities of Oakland, Berkeley and Alameda were the first to join and the City of Emeryville joined in 1992.

1992: Alameda County Lead Abatement Program

Due to PUEBLO’s advocacy efforts, the Alameda County Health Officer formed a taskforce which proposed the development of a unique new multi-disciplinary agency to take concrete action to address the health and housing needs of children at risk of lead poisoning. In May 1992, a multi-disciplinary agency was formed and called the Alameda County Lead Abatement Program. The California Department of Public Health Childhood Lead Poisoning Prevention Branch begins funding nursing case management services of lead poisoned children in Alameda County.

1992: Governing Board

The Alameda County Lead Abatement Program is governed by the Joint Powers Authority, which is composed of elected officials from each participating city, the County of Alameda and a community representative. Current Board Directors are Councilmember Desley Brooks-Oakland; Councilmember Max Anderson-Berkeley, Councilmember Stewart Chen-Alameda, Councilmember Ruth Atkin-Emeryville; Supervisor Wilma Chan-County of Alameda; and Gwen Hardy-Community Representative.

1993: Addressing Lead Hazards

The Alameda County Lead Poisoning Prevention Program was the recipient of the first U.S. Department of Housing and Urban Development (HUD) Lead Hazard Control grant receiving over $4.4 million. Thus far, the Department has received over $23 million to fund lead hazard control activities in the four County Service Area Cities.

1993: Name Change

Due to the comprehensive nature of the Alameda County Lead Abatement Program, the Joint Powers Authority Board changed the Program’s name to Alameda County Lead Poisoning Prevention Program (ACLPPP) in November 1993.

2002: Integration of Healthy Homes

The Alameda County Lead Poisoning Prevention Program received its first Healthy Homes Demonstration Grant from HUD in the amount of $850,000 to conduct education and housing interventions in homes of children with asthma. ACLPPP becomes a National Center for Healthy Housing training partner with U.C. Berkeley.

2007: Toy Recall

In 2007, Mattel Corp., was responsible for one of the largest toy recalls in history. More than 19 million toys marketed by the Corporation were recalled worldwide, many due to lead paint violations. In response U.S.
Historical Perspective of the Alameda County Healthy Homes Department
1987-2013

Congress passed the Consumer Product Safety Improvement Act of 2008, which took a voluntary set of toy safety standards and made them more stringent and mandatory under Federal law effective November 2008. ACLPPP co-founded the “Get the Lead Out Coalition”.

2009: Expanding Funding Sources

In December 2009, the Department was awarded its first grant by the Kresge Foundation to provide education and media advocacy around lead poisoning throughout the Bay Area. The Department continues to receive Kresge Foundation funding for policy development around healthy housing.

2011: Increase Lead Screening

In November 2011, Alameda County received partial settlement from the Lead Paint Litigation suit. Funds have been utilized to fund the Healthy Child Initiative, a 30-month countywide initiative to increase lead screening of children through targeted outreach to medical providers and the community in Alameda County.

2012: Redefining Lead Exposure in Children

In May 2012, the U.S. Center for Disease Control and Prevention changed the blood lead level of concern now termed reference value in children from 10 µg/dL of blood to 5 µg/dL. The American Academy of Pediatrics Advisory Committee on Childhood Lead Poisoning notes that there is NO safe level of lead exposure for children.

2013: Embracing Change

In May 2013, the Alameda County Lead Poisoning Prevention Program changed its name to Alameda County Healthy Homes Department. While we continue our critical lead poisoning prevention work, our new name now reflects our comprehensive experience in reducing lead hazards, as well as asthma triggers and other health and safety problems in the home.
Joint Exercise of Powers Agreement

between
County of Alameda
&
Alameda County Lead Abatement Program
Joint Powers Authority

Alameda County
Lead Poisoning Prevention Program

signed on
May 19, 1992
JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT POWERS AGREEMENT (the "Agreement"), dated 1992, is by and between the City of Alameda, the City of Berkeley, the City of Oakland, and the County of Alameda, (the "Members"), each duly organized and existing under the laws of the State of California:

WITNESSETH:

WHEREAS, the Alameda County Board of Supervisors, on December 10, 1991, adopted Resolution No. R-91-999 establishing County Service Area LA-1991-1 (the "CSA") including the City of Alameda, the City of Berkeley and the City of Oakland and the unincorporated area of Alameda County for the purpose of funding a program to abate environmental lead from residential property; and

WHEREAS, the Members wish to form a joint powers authority under the Joint Exercise of Powers Law of the State of California (constituting Chapter 5 of Division 7 of Title I of the California Government Code) for the purpose of establishing an entity which will supervise and fund the operations of the Alameda County Lead Abatement Program;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the Members do hereby agree as follows:
ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the words and terms defined in this Article shall, for the purpose hereof, have the meanings herein specified.

"Act" means Articles 1 through 4 (commencing with section 6500) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended from time to time.

"Agreement" means this Agreement.

"Alternate" means a person designated by a Director to vote and otherwise represent that Director's jurisdiction in the absence of the Director.

"Authority" means the Alameda County Lead Abatement Program Joint Powers Authority established pursuant to this Agreement.

"Board" means the Board of Directors referred to in Section 2.06, which shall be the governing body of the Authority.

"Community Representative" means the at-large, non-voting member of the Joint Powers Authority, selected by the Board to speak as an ombudsperson for members of the communities served by the Program.

"County" means Alameda County, California.

"CSA" means County Service Area LA-1991-1 which includes the City of Alameda, the City of Berkeley, the City of Oakland, and the unincorporated area of Alameda County.

"Directors" means the representatives of the Members appointed to the Board pursuant to Section 2.06.

"Fiscal Year" means the period from July 1st to and including the following June 30th.

"Members" means the City of Alameda, the City of Berkeley, the City of Oakland, and the County of Alameda and any other City in Alameda County which becomes a Member of the CSA and a party to this Agreement.

"Participating City" means a City which is a Member.

"Program" means the Alameda County Lead Abatement Program.

"Secretary" means the Secretary of the Authority appointed pursuant to Section 3.01.
"Treasurer" means the Treasurer of the Authority appointed pursuant to Section 3.02.

ARTICLE II

GENERAL PROVISIONS

Section 2.01. Purpose. This Agreement is made pursuant to the Act providing for the joint exercise of powers common to the Members, and for the other purposes as permitted under the Act and as agreed by one or more of the parties hereto. The purpose of this Agreement is to establish an entity which will supervise and fund the operations of the Alameda County Lead Abatement Program.

Section 2.02. Creation of Authority. Pursuant to the Act, there is hereby created a public entity to be known as the "Alameda County Lead Abatement Program Joint Powers Authority." The Authority shall be a public entity separate and apart from the Members, and shall administer this Agreement.

Section 2.03. Membership. Membership of the Authority shall be comprised of the County of Alameda and each Participating City. Unincorporated areas of the County shall be represented by the County.

Section 2.04. New Members. Any City in Alameda County which joins the CSA may become a party to this Agreement. Any City requesting membership in the Authority must present to the Authority a resolution approving this Agreement. The terms upon which the applying City will become a Member will be in keeping with the terms of this Agreement.

Section 2.05. Contribution. Revenues for the Alameda County Lead Abatement Program shall consist of assessments set by the Alameda County Board of Supervisors and collected from the owners of pre-1978 dwellings in the CSA.

Section 2.06. Board. The Authority shall be administered by a Board of four voting Directors and one non-voting Community Representative, unless and until changed by amendment of this Agreement. Each of the Members shall designate one representative to serve as a voting Director and these Directors shall select the Community Representative. The Board shall be called the "Board of Directors of the Alameda County Lead Abatement Program." All voting power of the Authority shall reside in the Board.

Section 2.07. Alternates. Each Director shall designate one Alternate who will have the authority to cast votes and otherwise represent the interests of that Director's jurisdiction at Board meetings.
Section 2.08. Meetings of the Board.

a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, that at least one regular meeting shall be held each year. The date, hour and place of the holding of regular meetings shall be fixed by resolution of the Board and a copy of such resolution shall be filed with each of the Members.

b) Special Meetings. Special meetings of the Board may be called in accordance with the provisions of section 54956 of the California Government Code.

c) Call, Notice, and Conduct of Meetings. All meetings of the Board, including without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of section 54950 et seq. of the California Government Code.

Section 2.09. Ralph M. Brown Act. Each meeting of the Board, including without limitation, regular, adjourned regular and special meetings shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act (Section 54950 et seq. of the California Government Code).

Section 2.10. Meeting Compensation. The Board is authorized to fix a reasonable sum to be paid Directors for attendance at Board meetings. Such compensation shall cover mileage and other costs associated with meeting attendance.

Section 2.11. Minutes. The Secretary shall cause to be kept minutes of the meetings of the Board and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each Member.

Section 2.12. Voting. Each Director's vote on the Authority shall be proportional to the respective property assessment contribution from each Director's Member-jurisdiction. The votes of each Director shall be cast as one block of votes.

Section 2.13. Quorum: Required Votes: Approvals.

a) A simple majority of the Directors shall constitute a quorum for the transaction of business, provided such Directors represent at least fifty percent of the votes entitled to be cast.

b) The authorization of actions shall be by a simple majority of votes.

Section 2.14. Bylaws. The Board may adopt, from time to time, such bylaws and other rules and regulations for the conduct of its meetings as necessary for the purposes hereof.

Section 2.15. Progress Reports. The Board shall make semi-annual progress reports either through its Directors or staff to
the city council of each Participating City and to the County Board of Supervisors as long any such jurisdiction is a Member of the Authority and is included in the CSA.

ARTICLE III
OFFICERS, EMPLOYEES AND CONTRACTORS

Section 3.01. Chairperson, Vice Chairperson, Executive Director and Secretary. The Board shall elect a Chairperson and Vice-Chairperson from among the Directors, and shall appoint a Secretary who may, but need not, be a Director. The Board may appoint an Executive Director who may, but need not, be a Director. The officers shall perform the duties normally performed by said officers. The Chairperson or the Executive Director (if an Executive Director is selected from the Board) shall sign all contracts on behalf of the Authority, and shall perform such other duties as may be imposed on the Chairperson or Executive Director by the Board. The Vice-Chairperson shall act, sign contracts and perform all of the Chairperson's duties in the absence of the Chairperson. The Secretary shall countersign all contracts signed by the Chairperson, Executive Director or Vice Chairperson on behalf of the Authority, perform such other duties as may be imposed by the Board and cause a copy of this Agreement to be filed with the Secretary of State of California pursuant to the Act.

Section 3.02. Treasurer. Pursuant to section 6505.5 of the Act, the Treasurer of the County of Alameda is hereby designated as the Treasurer of the Authority and the Auditor of the County of Alameda as the Auditor of the Authority. The Auditor and Treasurer shall be the depository, shall have custody of all the accounts, funds and money of the Authority from whatever source, shall have the duties and obligations set forth in sections 6505 and 6505.5 of the Act and shall assure that there shall be strict accountability of all funds and reporting of all receipts and disbursements of the Authority. In addition, the Auditor of the County of Alameda will either make or contract for an audit of the accounts and records of the Authority at least annually as prescribed by section 6505 of the Government Code.

Section 3.03. Officers in Charge of Records. Funds and Accounts. Pursuant to section 6505.1 of the Act, the Treasurer shall have charge of, handle and have access to all accounts, funds and money of the Authority and all records of the Authority relating thereto, and the Secretary shall have charge of, handle and have access to all other records of the Authority.

Section 3.04. Legal Advisor. The Board shall have the power to appoint a legal advisor to the Authority who shall perform such duties as may be prescribed by the Board. Such legal advisor may be County Counsel of the County of Alameda.
Section 3.05. Service Providers. The Board shall have the power to contract with the County, Participating Cities and other service providers for the implementation of the Lead Abatement Program.

Section 3.06. Other Employees. The Board shall have the power to appoint and employ such other staff, consultants and independent contractors as may be necessary to fulfill its powers, duties and responsibilities under this Agreement.

All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, disability, workers' compensation and other benefits which apply to the activities of officers, agents, or employees of a Member when performing their respective functions shall apply to the Member's officers, agents or employees to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement.

None of the officers, agents, or employees directly employed by the Board shall be deemed, by reason of their employment by the Board to be employed by a Member or, by reason of their employment by the Board, to be subject to any of the requirements of Members.

Section 3.07. Assistant Officers. The Board may appoint such assistants to act in the place of the Secretary or other officers of the Authority (other than any Director) as the Board shall from time to time deem appropriate.

ARTICLE IV
POWERS

Section 4.01. General Powers. The Authority shall exercise in the manner herein provided the powers common to the Members, or as otherwise permitted under the Act, and necessary to the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.04.

As provided in the Act, the Authority shall be a public entity separate and apart from the Members. The Authority shall have the power to develop policies and programs necessary to implement the Program. The Authority shall develop an annual budget, including levels of assessment rates and expenditures of assessment monies. The budget, rates, and expenditures will be considered for approval by the County Board of Supervisors prior to its setting of annual assessment rates.

Section 4.02. Specific Powers. The Authority is hereby authorized, in its own name, to do all acts necessary for the exercise of the foregoing powers, including but not limited to, any or all of the following:
(a) to make and enter into contracts;
(b) to employ agents or employees;
(c) to sue and be sued in its own name;
(d) to incur debts, liabilities or obligations provided that no such debt, liability or obligation shall, pursuant to Section 6508.1 of the Act, constitute a debt, liability or obligation of any of the Members, except as otherwise provided pursuant to Section 895.2 of the Act;
(e) to acquire, construct, manage, maintain, or operate any building, works or improvements;
(f) to acquire, hold or dispose of property;
(g) to apply for, accept, receive and disburse grants, loans and other aids from any agency of the United States of America or of the State of California;
(h) to invest any money in the treasury pursuant to section 6505.5 of the Act that is not required for the immediate necessities of the Authority, as the Authority determines it advisable, in the same manner and upon the same conditions as local agencies, pursuant to section 536012 of the California Government Code;
(i) to carry out and enforce all the provisions of this Agreement;
(j) to exercise any and all other powers as may be provided in the Act.

Section 4.03. Proportional Allocation of Funds. The Authority shall allocate funds to provide services in the jurisdiction of each Member in direct proportion to funds received from the jurisdiction of such Member.

Section 4.04. Credit to Members. All accounts or funds created and established pursuant to any instrument or agreement to which the Authority is a party and any interest earned or accrued thereon, shall be allocated in the same manner and in the same proportion as other funds as provided by Section 4.03.

Section 4.05. Organization of Authority. As soon as practicable after the date of execution of this Agreement, the Directors shall give notice (in the manner required by Section 2.04) of the organizational meeting of the Board. At said meeting the Board shall provide for its regular meetings as required by Section 2.04 and elect a Chairperson and Vice-Chairperson, and appoint a Secretary.

ARTICLE V

TERM

Section 5.01. Term. This Agreement shall become effective as of the date hereof and shall continue in full force and effect so long as any contributions, or earnings thereof, remain undisposed. Upon entering into this Agreement, each Member commits to
participation in the CSA for the first three years of the Program so long as the assessment for that Member remains at or below ten dollars for each pre-1978 dwelling unit. If, during the first three years of the Program, the Alameda County Board of Supervisors levies an assessment for the CSA above this level, each Member shall have the right to withdraw from the Authority. After the first three years after the date of the creation of the CSA, a Member shall have the right, with or without cause, to withdraw from the CSA and the Authority provided written notification is given by May 31st of the fiscal year at the end of which the withdrawal will become effective.

Section 5.02. Disposition of Assets. Upon termination of this Agreement, all property of the Authority, both real and personal, shall be divided among the parties hereto in such manner as shall be agreed upon by the parties; except that pursuant to Section 6512 of the Act, any surplus money on hand shall be returned in proportion to the contributions from the jurisdictions of each Member.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01. City Directors.

a) City of Alameda. The Mayor of the City of Alameda shall appoint the Director and the Alternate for the City of Alameda.

b) City of Berkeley. The Mayor of the City of Berkeley shall appoint the Director and the Alternate for the City of Berkeley.

c) City of Oakland. The Director representing the City of Oakland shall be the Chairperson of the Oakland City Council Committee on Health, Human Services and the Family; the alternate Director for the City of Oakland shall be the Director of the Office of Community Development for the City of Oakland, or such other person as the City Manager of Oakland shall designate in writing.

d) County of Alameda. The Alameda County Board of Supervisors shall select the Director and Alternate for Alameda County.

Section 6.02. Special Withdrawal Provision – City of Alameda. The City of Alameda will withdraw from the Authority if an annual assessment rate of $10.00 is exceeded in the first three assessment years.

Section 6.03. Notices. Notices hereunder shall be in writing and shall be sufficient if delivered to the notice address of each party hereto for legal notices or as otherwise provided by a party hereto in writing to each of the other parties hereto.
Section 6.04. Section Headings. All section headings in this Agreement are for convenience of reference only and are not to be construed as modifying or governing the language in the section referred to or to define or limit the scope of any provision of this Agreement.

Section 6.05. Consent. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 6.06. Law Governing. This Agreement is made in the State of California under the constitution and laws of the State of California, and is to be so construed.

Section 6.07. Amendments. This Agreement may be amended at any time, or from time to time by a unanimous vote of the Directors.

Section 6.08. Enforcement by Authority. The Authority is hereby authorized to take any and all legal or equitable actions, including but not limited to injunctions and specific performance, necessary or permitted by law to enforce this Agreement.

Section 6.09. Indemnification. The Authority shall indemnify and hold harmless each City and the County from and against all liabilities, law suits and costs, including attorney's fees, arising out of the implementation of a lead abatement program except to the extent that such liabilities, law suits and costs arise out of a contract for services between the Authority and a City or the County and arise out of the sole negligence of the City or County.

Section 6.10. Severability. Should any part, term or provision of this Agreement be found by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby.

Section 6.11. Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Members, respectively. No Member may assign any right or obligation hereunder without the prior written consent of all Members.

Section 6.12. Execution. This Agreement may be executed by each of the Members in counterpart.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed, on the day and year first set forth above.

COUNTY OF ALAMEDA

By: Mary M. Keis
    President, Board of Supervisors

Approved as to form and legality:

By: __________________________
    County Counsel

CITY OF ALAMEDA

By: ________________
    Office of the City Manager

Approved as to form and legality:

By: __________________________
    City Attorney

CITY OF BERKELEY

By: __________________________
    Office of the City Manager

Approved as to form and legality:

By: __________________________
    City Attorney

CITY OF OAKLAND

By: ________________
    City Manager

Approved as to form and legality:

By: __________________________
    City Attorney
I hereby certify under penalty of perjury that the President of the Board of Supervisors was duly authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on MAY 19, 1992; and that a copy has been delivered to the President as provided by Government Code Section 25103. Dated: JUN 18, 1992

WILLIAM MEHRWEIN, CLERK, BOARD OF SUPERVISORS
County of Alameda, State of California

By: [Signature]
Deputy